

Amended

6551840

158-94-2204

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MAY-30-00 19 0 1 7 8 • 551640 LST A 10

15.00

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, WHEREAS by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions, executed by Century Land Company, a Joint Venture composed of Carroll Development Corp., a Texas Corporation, and CDL, Inc., a Texas Corporation, hereinafter referred to as CENTURY, on November 28, 1978 and recorded in the Office of Harris County Clerk under File No. F877981, Deed Records of Harris County, Texas those certain tracts and parcels therein described and referred to as:

15  
15

All lots in Mill Creek Subdivision, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 275, Page 18, in the Map Records of Harris County, Texas:

100

- Lots One (1) through Fifty-One (51), inclusive, Block One (1);
- Lots One (1) through Thirteen (13), inclusive, Block Two (2);
- Lots One (1) through Twenty-Eight (28), inclusive, Block Three (3);
- Lots One (1) through Twenty-Three (23), inclusive, Block Four (4);
- Lots One (1) through Fifty-Two (52), inclusive, Block Five (5);
- Lots One (1) through Twenty-Six (26), inclusive, Block Six (6);
- Lots One (1) through Thirty-Three (33), inclusive, Block Seven (7);
- Lots One (1) through Fifty-Four (54), inclusive, Block Eight (8).

WHEREAS, Article III, Section 8, provides:

Section 8. Storage of Automobiles, Boats, Trailers, and other

Vehicles. No truck, trailer, boat, automobile, campers or other vehicles shall be stored, parked, or kept on any driveway or in the street in front of the Lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day not to exceed forty-eight (48) hours in duration; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the carport or garage permitted on any Lot covered hereby.

and further,

WHEREAS, Article III, Section 10 provides:

Section 10. Animal Husbandry.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each lot. If common household pets are kept, they must be confined to a fenced back yard (such fence shall encompass the entire back yard) or within the house.

RECORDED  
IN USE OF THE  
INDEX OF  
THIS OFFICE

CERTIFIED

DEC 01 2000

*Dolores S. Lopez*  
DOLORES LOPEZ

and further,

WHEREAS, Article III, Section 15, provides:

Section 15. Antennas. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage, or buildings. Television antennas may be attached to the main residential house. Only one (1) antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free-standing structure. No antenna of any style shall be permitted upon the Lot which extends more than ten (10) feet above the height of the roof of the main residential structure of said Lot.

WHEREAS, it is the desire of the Kenswick Homeowners' Association and CENTURY, to amend the said Article III, Sections 8, 10, and 15, by execution of the Amendment, which Amendment will be controlling where inconsistent with such Declaration of Covenants, Conditions and Restrictions dated November 28, 1978.

NOW THEREFORE, the Kenswick Homeowners' Association and CENTURY, jointly, hereby adopts, establishes, and imposes upon those above described lots and declares the following reservations, restrictions, covenants, and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and which shall supercede and be controlling over any previously executed and recorded, restrictions, covenants, and conditions:

Article III, Section 8. Storage of Automobiles, Boats, Trailers, and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or common area unless such object is concealed from public view inside

PROVISIONS  
OR USE OF THE  
COPY OF ARTS  
THE FEDERAL

CERTIFICATE

ATTEST: DEC 01 2000  
SEVERLY B. [unclear]  
11th County

*Dolores S. Lopez*  
DOLORES LOPEZ

a garage or other approved enclosure. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Article III, Section 10. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined on the homeowner's back Lot inside a fenced area or within the designated property lines of the Lot. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. Pets must be on leash when away from Lot.

Article III, Section 15. Maximum Height of Antenna. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage, or buildings. Television antennas may be attached to the main residential house. Only one (1) antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free-standing structure. No antenna of any style shall be permitted upon the Lot which extends above the roof of the main residential structure of said Lot.

Executed this 15<sup>th</sup> of May, 1980.

CENTURY LAND COMPANY, a Joint Venture composed of CARROLL DEVELOPMENT CORP. and CDL, INC., both Texas Corporations

5)  
307

ATTEST

Chas. J. [Signature]  
Assistant Secretary

BY: CARROLL DEVELOPMENT CORP.

By: James C. Niver  
James C. Niver, President

ATTEST

C. Joann [Signature]  
Assistant Secretary

CDL, INC.

By: Walter M. Ross  
Walter M. Ross, Vice President



PROVISIONS OF THE  
UNIFORM  
COLOR OF RAIN

CERTIFIED

DATE: DEC 01 2000  
BY: VERLY 4 4

Dolores J. Lopez  
DOLORES LOPEZ

158-94-2207

FIRST CONTINENTAL REAL ESTATE INVESTMENT TRUST  
(LIENHOLDER)

By: Joe P. Lynch  
Joe P. Lynch, Trustee

KENSHICK HOMEOWNERS' ASSOCIATION

By: Tom Hunt  
Tom Hunt, President

ATTEST

Frank C. Cobbe  
Assistant Secretary

ATTEST

Christine Keller  
Assistant Secretary

STATE OF TEXAS    I

COUNTY OF HARRIS    I

BEFORE ME, the undersigned authority, on this day personally appeared JAMES C. NIVIER, President of CHAROLL DEVELOPMENT CORP., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of May, 1980.

K. M. Gerrie  
Notary Public in and for Harris County, Texas.

K. M. GERRIE  
Notary Public in and for Harris County, Texas  
My Commission Expires December 31, 1982

STATE OF TEXAS    I

COUNTY OF HARRIS    I

BEFORE ME, the undersigned authority, on this day personally appeared WALTER M. ROSS, Vice President of LDL, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of May, 1980.

Ruth B. Cant  
Notary Public in and for Harris County, Texas.

RUTH B. CANT  
Notary Public in and for Harris County, Texas  
My Commission Expires July 31, 1981

STATE OF TEXAS    I

COUNTY OF HARRIS    I

BEFORE ME, the undersigned authority, on this day personally appeared JOE F. LYNCH, Trustee of FIRST CONTINENTAL REAL ESTATE INVESTMENT TRUST, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of May, 1980.

Mary Lou Thompson  
Notary Public in and for Harris County, Texas.

APPROVED FOR  
THE USE OF THE  
CLERK OF THE  
COUNTY OF HARRIS  
COUNTY, TEXAS

APPROVED FOR  
THE USE OF THE  
CLERK OF THE  
COUNTY OF HARRIS  
COUNTY, TEXAS

Dolores J. Lopez  
DOLORES LOPEZ

THE STATE OF TEXAS     Y

COUNTY OF HARRIS       Y

158-94-2208

BEFORE ME, the undersigned authority, on this day personally appeared TOM HUNT, President of KENSWICK HOMEOWNERS' ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15<sup>th</sup> day of May, 1980.

Laura Dianne Harris  
Notary Public in and for Harris County, Texas.

LAURA DIANNE HARRIS  
Notary Public in and for Harris County, Texas  
My Commission Expires July 21, 1990



*Handwritten:*  
K.A.  
Southern Title Co Inc  
14115 Fanning  
Houston TX 77002

STATE OF TEXAS }  
COUNTY OF HARRIS }  
I hereby certify that this instrument was FILED in  
file number 158-94-2208 on the date and at the time stamped  
hereon by me; and was duly RECORDED, in the Official  
Public Records of Real Property of Harris County, Texas on

MAY 3 0 1980



Quita Rodriguez  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED  
MAY 30 2 02 PM 1980  
Quita Rodriguez  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISIONS  
OR USE OF THE  
COLOR, OR RACE,  
THE FEELING...

A CERTIFIED...

WITNESSED: DEC 01 2000

BEVERLY H. ...  
Harris County,

Dolores Lopez

DOLORES LOPEZ