

save and except those changes or amendments as are set out herein to wit:

I.

Section 4, of Article I. of the Master Declaration is hereby revoked, and the following is substituted in its place:

"Common Area" shall mean all elements of the project in which each unit Owner will own an undivided one fifty-fifth (1/55th) fractional share, being all the Property as amended by the First Amendment to said Master Declaration, save and except the 55 individual units.

II.

Section 17, of Article I. of the Master Declaration is hereby revoked, and the following is substituted in its place:

"Restricted Common Areas" shall mean those portions of the common areas over which exclusive easements are reserved for the benefit of certain owners. There are no restricted common areas at the time of the filing of this Second Amendment to the Master Declaration, but the Owners may grant exclusive easements in the future, provided all mortgagees and owners consent to said easements.

III.

Section 30, of Article I. of the Master Declaration is hereby revoked and the following is substituted in its place:

"Residence" shall mean a unit or townhome which is intended for use by a single family.

IV.

Section 33, of Article I. of the Master Declaration is hereby revoked, and the following is substituted in its place:

"Unit" shall mean the tracts of land and all improvements thereon as described in each metes and bounds description of said tracts as set forth in Exhibit "D", of said Master Declaration and as amended in said First Amendment hereto, to which each tract a specific lot and block number is also designated in the Maps attached to this Second Amendment as Exhibits "A" and "A-1", and incorporated herein for all purposes, and also as designated in Article V of this Second Amendment, wherein Section 2 of Article II. of the Master Declaration was amended.

In interpreting deeds, declarations and plans, the existing physical boundaries of the unit or a unit constructed or reconstructed in substantial accordance with the townhome plan and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, townhome plan or declaration, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries, as shown on the townhome plan or defined in the deed and Declaration, and the boundaries of a building as constructed or reconstructed.

V.

Section 2, of Article II. of the Master Declaration is hereby revoked, and the following is substituted in its place:

Each of the Townhome Building Plats described in Section 1 of this Article is designated by tract numbers one (1) through fifty-five (55), in the above descriptions.

The above described tracts are hereby assigned the following lot and block numbers:

Tract One:	Lot 1, Block 1
Tract Two:	Lot 2, Block 1
Tract Three:	Lot 3, Block 1
Tract Four:	Lot 4, Block 1
Tract Five:	Lot 5, Block 1
Tract Six:	Lot 6, Block 1
Tract Seven:	Lot 7, Block 1
Tract Eight:	Lot 1, Block 2
Tract Nine:	Lot 2, Block 2
Tract Ten:	Lot 3, Block 2
Tract Eleven:	Lot 4, Block 2
Tract Twelve:	Lot 5, Block 2
Tract Thirteen:	Lot 6, Block 2
Tract Fourteen:	Lot 7, Block 2
Tract Fifteen:	Lot 1, Block 3
Tract Sixteen:	Lot 2, Block 3
Tract Seventeen:	Lot 3, Block 3
Tract Eighteen:	Lot 4, Block 3
Tract Nineteen:	Lot 5, Block 3
Tract Twenty:	Lot 6, Block 3
Tract Twenty-one:	Lot 7, Block 3
Tract Twenty-two:	Lot 1, Block 4
Tract Twenty-three:	Lot 2, Block 4
Tract Twenty-four:	Lot 3, Block 4
Tract Twenty-five:	Lot 4, Block 4
Tract Twenty-six:	Lot 5, Block 4
Tract Twenty-seven:	Lot 6, Block 4
Tract Twenty-eight:	Lot 7, Block 4
Tract Twenty-nine:	Lot 1, Block 5
Tract Thirty:	Lot 2, Block 5
Tract Thirty-one:	Lot 3, Block 5
Tract Thirty-two:	Lot 4, Block 5
Tract Thirty-three:	Lot 5, Block 5

Tract thirty-four:	Lot 6, Block 5
Tract thirty-five:	Lot 7, Block 5
Tract thirty-six:	Lot 1, Block 6
Tract thirty-seven:	Lot 2, Block 6
Tract thirty-eight:	Lot 3, Block 6
Tract thirty-nine:	Lot 4, Block 6
Tract forty:	Lot 5, Block 6
Tract forty-one:	Lot 6, Block 6
Tract forty-two:	Lot 1, Block 7
Tract forty-three:	Lot 2, Block 7
Tract forty-four:	Lot 3, Block 7
Tract forty-five:	Lot 4, Block 7
Tract forty-six:	Lot 5, Block 7
Tract forty-seven:	Lot 1, Block 8
Tract forty-eight:	Lot 2, Block 8
Tract forty-nine:	Lot 3, Block 8
Tract fifty:	Lot 4, Block 8
Tract fifty-one:	Lot 5, Block 8
Tract fifty-two:	Lot 6, Block 8
Tract fifty-three:	Lot 7, Block 8
Tract fifty-four:	Lot 8, Block 8
Tract fifty-five:	Lot 9, Block 8

The lot and block numbers assigned to the above listed tracts one (1) through fifty-five (55), are the same lot and block numbers assigned to each unit designated in the maps attached hereto as Exhibits "A" and "A-1", to this Second Amendment to the Master Declaration.

VI.

Section 2(A) of Article III. of the Master Declaration is hereby revoked.

VII.

Section 2(C), of Article VII. of the Master Declaration is hereby amended to read as follows:

The Association shall be obligated to obtain and continue in effect as a common expense of all Owners, blanket property insurance to insure one hundred percent (100%) of current replacement cost the buildings, carports, and structures in the Common Area and the contents thereof, including but not limited to, any fixtures, and equipment, and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance shall include coverage as the Association shall deem desirable. The above policy may not be cancelled without at least a ten (10) day prior written notice to the Association and to each holder of a first lien mortgage. The Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each owner from and against liability in connection with the common area.

VIII.

Sections 1 and 2, of Article XVI. of the Master Declaration is hereby revoked.

IX.

Article IV. of the First Amendment to the Master Declaration is hereby revoked and the the following is substituted in its place:

For the purpose of more specifically describing the ownership interest in the common elements, each unit Owner will own an undivided one fifty-fifth (1/55th) fractional share of all the Property, as amended by the first Amendment to the Master Declaration save and except the 55 individual units.

X.

Section 2, of Article III. of the Master Declaration is hereby revoked and the following is substituted in its place:

Every Owner shall have an undivided one fifty-fifth (1/55th) fractional share of ownership or interest in and to all the Common Area which shall be appurtenant to and shall pass with the title to every Unit, and Each Owner shall have the right to use and enjoy the Common Area, subject to such reasonable restrictions that the association places in force and effect and subject to the following provisions:

XI.

Section 3, of Article XVI. of the Master Declaration is hereby revoked and the following is substituted in its place:

The undivided interest of each Owner of the Common Area, and his membership in the Association shall be appurtenant to the ownership and pass with the title of his townhome building plot and it shall not be necessary that the transfer of such undivided interests and membership be expressly set out in any deed, mortgage or other instruments.

This amendment has been executed as of this 30th day of September, 1982.

Anthony J. Vecchio

ANTHONY J. VECCHIO, GRANTOR (5)
202

Anthony J. Vecchio

ANTHONY J. VECCHIO BUILDER, INC.,
by ANTHONY J. VECCHIO, PRESIDENT

The following persons, JON F. MONROE, ROSEMARY BEARD, and MARGARET E. CONNOR, who purchased townhome units prior to the filing of this Second Amendment to the Master Declaration, hereby acknowledge that they have read and approve of each and every provision contained herein and each of them on their oath states and agrees they and each them, their heirs and assigns, shall be forever bound to these provisions and changes.

Jon F. Monroe
JON F. MONROE

Rosemary Beard
ROSEMARY BEARD

3 or

Margaret E. Connor
MARGARET E. CONNOR

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared MARGARET E. CONNOR, 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 on this the 1st day of October, 1982.

Dorene Mather
NOTARY PUBLIC IN AND FOR
State of Texas COUNTY, TEXAS

My commission expires: 3-2-85

Dorene Mather

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY J. VECCHIO, 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 the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 1st day of October, 1982.

Dorene Mather
NOTARY PUBLIC IN AND FOR
State of Texas COUNTY, TEXAS
Texas

My commission expires: 3-2-85

Dorene Mather

UNRECORDED COPY

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JON F. MONROE, 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 on this the 1st day of October, 1982.

Dorene Mather
NOTARY PUBLIC IN AND FOR
State of Texas COUNTY, TEXAS

My commission expires: 3-2-85

Dorene Mather

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROSEMARY BEARD, 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 on this the 1st day of October, 1982.

Dorene Mather
NOTARY PUBLIC IN AND FOR
State of Texas COUNTY, TEXAS

My commission expires: 3-2-85

Dorene Mather

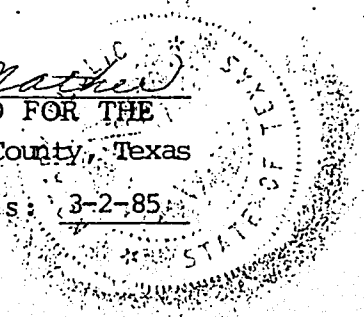
THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY J. VECCHIO, President of ANTHONY J. VECCHIO BUILDER, INC., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 1st day of October, A.D. 1982.

Dorene Mathew
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS, County, Texas

My commission expires: 3-2-85



RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT 5 1982



Quita L. Latham
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
OCT 5 10 28 AM 1982
Quita L. Latham
COUNTY CLERK
HARRIS COUNTY, TEXAS