

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

HARRIS COUNTY

**THIRD AMENDMENT TO THE MASTER DECLARATION FOR
FAIRWAY FOREST TOWNHOMES**

WHEREAS, on or about May 4, 1982, Anthony J. Vecchio, hereinafter called "Declarant," filed for record the Master Declaration For Fairway Forest Townhomes (A Residential Development), such project hereinafter called "the Subdivision," and such document, hereinafter called "The Original Declaration," under Clerk's File No. H434930, and at Volume 123, Page 132, et. seq., of the Condominium Records in the Official Records of Real Property of Harris County, Texas; and

WHEREAS, On September 3, 1982, Declarant and Anthony J. Vecchio Builders, Inc., collectively hereinafter called "Declarants," filed for record the First Amendment To The Master Declaration For Fairway Forest Townhomes (A Residential Development), hereinafter called "The First Amendment," under Clerk's File No. H601732, and at Volume 126, Page 114, et. seq., of the Condominium Records in the Official Records of Real Property of Harris County, Texas; and

WHEREAS, On October 5, 1982, Declarants, along with Jon F. Manor, Rosemary Beard, and Margaret H. Conner, filed for record the Second Amendment To The Master Declaration For Fairway Forest Townhomes (A Residential Development), hereinafter called "The Second Amendment," under Clerk's File No. H644055 in the Official Records of Real Property of Harris County, Texas; and

WHEREAS, the Original Declaration, the First Amendment, and the Second Amendment contain numerous errors, as to what property and the number of lots are in the Subdivision and the fractional interests and rights arising therefrom; and

WHEREAS, a portion of the Property described in the Original Declaration, the First Amendment, and the Second Amendment was subjected to the provision of those documents, but after the filing of a deed of trust that was not subordinated to the terms thereof, and which was subsequently foreclosed by the trustee for the beneficiary thereof, deleting the portion of the Property subject to the lien of the deed of trust therein from the Property, as described in the Original Declaration, the First Amendment, and the Second Amendment; and

WHEREAS, Article XVII, Section 9. of the Original Declaration provides that it may be amended by a resolution of an owner adopted at a meeting by the vote, in person, by proxy, or by written consent of not less than sixty (60%) of the voting power of the members of the Fairway Forest Townhomes Association, hereinafter called "the Association," and that two officers of the Association shall certify the amendment for filing in the county records; and

WHEREAS, the following amendments were approved by the requisite number of votes after the required notice to the owners;

NOW, THEREFORE, we, the undersigned officers of the Association, do hereby certify that the following amendments to the Original Declaration, First Declaration, and Second Declaration were properly adopted and are effect, upon recording of this Third Amendment To The Master Declaration For Fairway Forest Townhomes, hereinafter called "Third Amendment":

I.

The second "Whereas" clause under paragraph "I." of the First Amendment is hereby amendment to read as follows:

WHEREAS, the Master Declaration incorrectly describes the size and location of the "Property," known as the 4.738 acre tract, in Exhibit "A" in Volume 123, Page 149 of the Master Declaration, and also referred to in Articles I, II, and III thereof, and a portion of the "Property" has been foreclosed upon by the lender with superior title to the restrictions, covenants, conditions, and liens in the Original Declaration, the First Amendment, and the Second Amendment, the Third Amendment shall correct the location and change the size of said "Property" by excluding from it, a 6.885 acre (29993 sq. ft.) tract of land located in the Mary Owens Survey, Abstract 611, Harris County, Texas, hereinafter called "the First Excluded Tract," and a 1.769 acre tract of land also located in the Mary Owens Survey, Abstract 611, Harris County, Texas, hereinafter called "the Second Excluded Tract." Said 4.738 acre tract and the First Excluded Tract are more particularly described by metes and bounds as set out in Exhibits "A" and "A-1" of the First Amendment. The Second Excluded Tract is more particularly described by metes and bounds as set out in Exhibit "A-3" attached to the Third Amendment and incorporated by reference herein for all intents and purposes.

*Should be
6.885 Acre*

Article I, Section 3 and Article I, Section 4 (A) of the Original Declaration are amended to define "Property" to be as described herein and the "Common Area" to on the Property as described herein.

II.

The First "Whereas" clause of the Second Amendment is amended to correctly state the recording information of the Original Declaration as stated above.

III.

Paragraphs I, IX, and X of the Second Amendment, paragraph IV of the First Amendment, Section 4 of Article I, Section 2 of Article III of the Original Declaration and every deed to any Owner are hereby amended to state that each unit Owner owns an undivided one twenty-eighth

(1/28th) fractional share, equal to a fractional interest of 3.57142%, being all of the Property as amended by the First Amendment and this Third Amendment, save and except the twenty-eight (28) townhomes or units, rather than the one fifty-fifth (1/55) fractional share, equal to a fractional interest of 1.818%. Except as otherwise set out herein or in the First Amendment or Second Amendment, the rest of the above enumerated paragraphs remain as written.

Section 4 (D) of the Original Declaration is amended to read as follows:

(D) All other portions of the Property, save and except the twenty-eight (28) individual building plots described in the Third Amendment.

The second sentence of Section 5 of the Original Declaration is amended to read as follows:

The twenty-eight (28) townhome building plots within the Property comprising FAIRWAY FOREST TOWNHOMES are as mentioned and described in Article II, of the Original Declaration, and the Exhibits herein referred to, as amended by the Third Amendment.

IV.

The first paragraph of Paragraph IV of the Second Amendment is amended to read as follows:

“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 the Original Declaration, as amended in the First Amendment hereto, to which each tract a specific lot and block number has been designated in the Maps attached to the Second Amendment as Exhibits “A” and “A-1”, and incorporated therein for all purposes, and also as designated in Article V of the Second Amendment, but only to the extent that any of these documents describes Lots 1 through 7, in Block 1, Lots 1 though 7, in Block 2, Lots 1 through 7, in Block 3 or Lots 1 through 7, in Block 4, it being explicitly acknowledged that the remaining lots and blocks described in any of the other documents do not exist.

V.

The first indented paragraph set out in Paragraph V of the Second Amendment is amended to read as follows:

Each of the Townhome Building Plots described in Section 1 of this Article is designated by tract numbers one (1) though twenty-eight (28), in the above descriptions.

Tracts Twenty-Nine through Fifty-five are hereby deleted from the tracts assigned lot and

block numbers in the remaining pages of Paragraph V of the Second Amendment.

The last indented paragraph set out in Paragraph V of the Second Amendment is amended to read as follows:

The lot and block numbers assigned to the above listed tracts one (1) through twenty-eight (28) are the same lot and block numbers assigned to each unit designated in the maps attached to the Second Amendment as Exhibits "A" and "A-1".

VI.

The first paragraph of Article III, Section 1 of the Original Declaration is amended to read as follows:

Section 1: The twenty-eight (28) townhome building plots for individual development, use and ownership are known and designated as Tracts one (1) through twenty-eight (28) and they are particularly described as follows:

The descriptions for Tracts twenty-nine (29) through fifty-five (55) are hereby deleted from the descriptions in the remainder of Article III, Section 1 of the Original Declaration.

VII.

Section 1 of Article III of the Original Declaration is amended to read as follows:

Section 1: The Common Area of the Property consists of all of the Property SAVE and EXCEPT the area contained in the twenty-eight (28) individual Townhomes Building Plots herein above described in Section 1 of Article II.

VIII.

Paragraph VI of the Second Amendment and Section 2 (A) of the Original Declaration are amended to read as follows:

A. The right of each Owner, their family, tenants, and guests to egress and ingress over all common drives and walks, subject to the rules and regulations of the Association and payment of all amounts owed to the Association.

IX.

The portion of Article VIII, Section 7 of the Original Declaration, beginning on page 33 thereof with the sentence that begins "Notice of the lien....." through the end of Section 7 is amended to read as follows:

It shall not be necessary for the Association to file any such Notice of Assessments or a Notice of Lien in the records of real property, as the lien contained in the Original Declaration is effective without further filings.

X.

Section 13 of Article VIII. of the Original Declaration is amended to read as follows:

Section 13: Effect of Non-Payment of Assessments, Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date thereof, the same shall bear interest from the due date until paid at the rate of ten (10%) percent per annum. The Association may institute suit for a judgment against an Owner on his personal liability for the assessment and/or to foreclose its lien and/or may foreclose its lien against each Unit, including all rights appurtenant thereto owned by an Owner in like manner as a Deed of Trust by non-judicial foreclosure in accordance with Section 51.0002 of the Texas Property Code or any future amendments or recodification thereof, without waiving its right to also proceed against an Owner on an Owner's personal liability. Each Owner by acceptance of a deed to a Unit vests in the Association, acting through its Board, a power of sale in connection with the lien. The Board may exercise its power of sale by appointing a Trustee, who may be removed and replaced at any time by a resolution of a majority of the Board of Directors, to act on behalf of the Board in foreclosing such lien and such designation or removal may be made without any formality other than a written appointment. The Trustee shall not be considered a Trustee of an Owner, but of the Board, and shall have no duty to an Owner. Each Owner and the Association agree to indemnify and hold the Trustee harmless for any claim, damages, suit, costs of litigation or investigation or settlement, including, but not limited to attorney's fees, expert witness fees, costs of court, arising out of his execution of his duties as the Trustee for the Association, whether the claim arises, in whole or in part, out of the alleged negligence of the Trustee. The Board, acting on behalf of the Association, shall have the power to bid upon any Unit or interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and to convey the same from and after the time that a foreclosure sale is conducted. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against an Owner, his heirs, assigns, executors, and administrators. In the event any sale is made of a parcel, the former Owner, his tenants and other persons in possession under him, shall forthwith upon the making of the sale, surrender and deliver possession of the property to the purchaser at the sale, and in the event of their failure to do so, any occupants shall become tenants at sufferance of the purchaser at the foreclosure sale and the purchaser shall have the right to evict these persons by a proceeding brought in the Justice of the Peace Court where the property is situated. Any personal property left on the premises and not reclaimed within 10 days from the date of sale,

shall be conclusively presumed to have been abandoned by the former Owner, his tenants or other parties in possession under him.

XI.

Article IX, Section 1 of the Original Declaration is amended to shall have the following added at the end thereof:

The Association, the members of the Board or of the architectural control committee, hereinafter called "the Committee," shall not receive any pecuniary compensation for services performed in this paragraph, however, they shall have the authority to hire such engineers or architects, as in the opinion of a majority of the members of the Board or Committee are needed to process the applications and advise the Board or Committee of technical issues. The cost of any such architect or engineer shall be charged as a fee to the applicant or property owner where the construction is to or is being made, and shall become a part of the assessments for which the owner is liable and secured by the lien therefore, but shall be immediately due and payable upon being charged. Neither the Association, its directors, officers, employees, members of the Committee, or any architect or engineer employed by them shall ever have any liability for any approval or disapproval, fees set, requirement added or waived, standard or guideline established, inspections or lack thereof, action or inaction whatsoever, it being acknowledged by all Owners and their guests, tenants, families, or others claiming through them, that all advice, actions, inactions, requirements, waivers, fees, standards or guidelines, or inspections whatsoever are for the sole benefit of the Board, Committee and the Association, not for anyone else, and that no one is to look to such matters for their protection. Each person is advised to hire their own architect or engineer for their own protection, designs, and inspections.

Signed this the 27 day of June, 2000.

Sidney Delaney
(SIGNATURE OF OFFICER)

Nell J. Muehlrad
(SIGNATURE OF OFFICER)

STATE OF TEXAS *

HARRIS COUNTY *

The foregoing document was acknowledged by SIDNEY DELANEY, the TREASURER of Fairway Forest Townhome Association, on the 27 day of June, 2000.

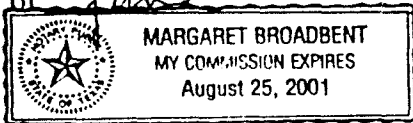


Margaret Broadbent
(Notary's Signature)

STATE OF TEXAS *

HARRIS COUNTY *

The foregoing document was acknowledged by Nell S. Muehlbrad, the Secretary of Fairway Forest Townhome Association, on the 27 day of June, 2000.



Margaret Broadbent
(Notary's Signature)

Prepared in the office of and return to:

BRUCE IAN SCHIMMEL, P.C.
2714 Cypress Point Dr.
Missouri City, Texas 77459

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