

NOTICE TO FILING OFFICER: THIS INSTRUMENT IS TO BE
RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS
COUNTY, TEXAS AND INDEXED ON EACH OF THE NAMES SET
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SADDLEBROOK SUBDIVISION

FIRST AMENDMENT

TO

AMENDED AND RESTATED RESTRICTIONS,
COVENANTS AND CONDITIONS DATED JANUARY 1, 1994

COUNTY OF HARRIS §
STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
§

Recitals

105-15
A. By instrument entitled "Amended and Restated Restrictions, Covenants and Conditions" effective as of January 1, 1994 (hereinafter referred to as the "Restrictions"), and recorded in the Official Records of Real Property Records of Harris County, Texas under Clerk's File No. P796066, and Film Code No. 094-75-1791 *et seq.*, the current owners of building sites in "Saddlebrook Subdivision", being a tract 78.75 acres, more or less, in the Alexander Ewing 2/12 League Survey in Harris County, Texas, described in the Deed Restrictions recorded in Volume 2479, Pages 305-328, the Deed Records of Harris County, Texas, amended and restated the restrictions for Saddlebrook Subdivision; reference is here made to the Restrictions for all purposes.

B. Each of the persons identified as a "Current Owner" on Exhibit A hereto is the current owner of the parcel or tract of land located in Saddlebrook Subdivision set forth opposite such person's name on Exhibit A.

C. The undersigned, constituting at least the requisite number of current owners of building sites in Saddlebrook Subdivision, now desire to amend the Restrictions on the terms set forth in this First Amendment to Amended and Restated Restrictions, Covenants and Conditions (the "First Amendment").

D. As used in this First Amendment, capitalized terms herein shall have the same meaning as those set forth in the Restrictions.

NOW, THEREFORE, the undersigned agree that the Restrictions shall be amended as follows:

1. Section 4.09 of the Restrictions shall be deleted in its entirety and the following Section 4.09 shall be substituted therefor:

"4.09. Subordination of the Lien to Mortgages. The lien securing the assessments provided for herein and power of sale and nonjudicial foreclosure shall be subordinate to any valid first purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction and directly related costs of improvements to homes and to The Forest Club. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. No such sale or transfer shall relieve such Lot from liability for any charges or assessments thereafter becoming due or from the lien thereof; provided, upon any such transfer or sale, the personal liability of an Owner shall cease for any assessments or other charges accruing from and after the effective date of such transfer or sale, but shall continue for any assessments or other charges accruing with respect to the period up to and including the effective date of such transfer or sale. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of the Board, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board, in its discretion, may determine."

2. Section 6.02 of the Restrictions shall be deleted in its entirety and the following Section 6.02 shall be substituted therefor:

"6.02. Building Setback Lines. No Improvement on any Lot shall be located nearer:

(i) than 50 feet to the original front property line of such Lot (excluding the portion of such Lot lying in Saddlebrook Drive); provided, no Improvement on The Forest Club Site shall be located nearer than 75 feet to the original front property line of such Lot (excluding the portion of such Lot lying in Saddlebrook Drive), (the area between the centerline of Saddlebrook Drive and such building set back line being referred to herein as the "Front Set Back Area"); provided further, no Improvement on Lots 29A, 29B or 14-A shall be located nearer than 50 feet from the west property line of each Lot;

(ii) than 15 feet from the side line of such Lot; provided, no Improvement, other than unroofed tennis courts or sports areas, on The Forest Club Site shall be located nearer to the south side line of The Forest Club Site which adjoins Memorial Drive than 50 feet (the area between such 15 feet or 50 feet, as applicable, building line and such Lot's property line being referred to as the "Side Set Back Area"; provided, with respect to Lots 29A, 29B and 14-A, the east and south property lines shall be deemed side lines for purposes of this Section 6.02 and the other provisions of the Restrictions relating to Side Set Back Areas); or

(iii) than 10 feet from the back line of such Lot (the area between such back line and the 10 foot building setback being referred to herein as the "Rear Set Back Area"); provided, with respect to Lots 29A, 29B and 14-A, the north property lines shall be deemed the back lines for purposes of this Section 6.02 and the other provisions of the Restrictions relating to Rear Set Back Areas."

3. Section 6.04 of the Restrictions shall be deleted in its entirety and the following Section 6.04 shall be substituted therefor:

"6.04. Driveways and Parking.

(a) Each Lot shall have driveway access to Saddlebrook Drive but shall not have direct access (vehicular or pedestrian) from such Lot to any Other Property. Each Owner shall take such actions as are necessary or deemed advisable by the Board to ensure that no access exists from such Owner's Lot to any Other Property including, without limitation, maintaining in good repair a continuous, uninterrupted fence along such portion of such Owner's Lot as is adjacent to any Other Property. In furtherance of the foregoing and to provide a suitable buffer between the Saddlebrook Subdivision and Other Property, no Owner shall remove without the Board's consent any trees, hedges or other vegetation (other than customary trimming and grass cutting and necessary removal of dead trees or vegetation) within the Rear Set Back Area or any Side Set Back Area adjacent to Memorial Drive, except that, without the Board's consent, The Forest Club may remove trees, hedges or other vegetation as shall be reasonably necessary in connection with the construction of the improvements permitted under Section 6.02(ii).

(b) In order to provide for the safety of persons and property, to ensure the reasonably free flow of traffic, to ensure the ability of each Owner to access his Lot at all times, and to facilitate the repair and maintenance of Saddlebrook Drive, the Board is authorized to establish from time to time reasonable rules and regulations relating to parking on Saddlebrook Drive; provided, however, the Board shall not be authorized to establish rules or regulations which prohibit or materially alter the rights of any Owner from using Saddlebrook Drive for proper uses within the spirit and terms of the Restrictions consistent with historical practices. In furtherance of the foregoing, each Owner by these presents does hereby grant to the Board the right and authority to take such reasonable action as it deems necessary or advisable to ensure compliance with the rules and regulations relating to parking established from time to time by the Board. All costs and expenses borne by the Board in enforcing such rules and regulations relating to parking shall be charged to the Owner or Owners who, individually, or through their guests or invitees, violate such rules and regulations.

(c) Each Owner by these presents agrees that from time to time the Board may enter into agreements with The Forest Club or its successors, if any, consistent with the Restrictions relating to the use of The Forest Club Site and/or Saddlebrook Drive by The Forest Club for parking purposes. Any such agreement shall be in writing and shall be maintained in the books and records of the Association and shall be available for inspection or copying by any Owner.

4. Section 6.05 of the Restrictions shall be deleted in its entirety and the following Section 6.05 shall be substituted therefor:

"6.05. Fences, Walls and Hedges. No gate, fence, wall, hedge, gas meter or other Improvement shall be placed in any portion of the Front Set Back Area; provided, the white fences currently fronting The Forest Club Site and Lots B-1, 28, 30A, 31 and 32 may remain so long as such fences are maintained in the current style and height and in good repair (including painting thereof) and remain white. Without the Board's prior written consent, no fence, wall or gate shall be constructed in excess of 7 feet in height. All fences, walls and gates shall be maintained in good repair. Without the Board's prior consent, except to maintain such structure in good repair, no Owner shall alter, lower, heighten, improve, destroy, move, paint (other than white) or weaken the fence along Memorial Drive or along the Other Property adjacent to Memorial Drive. The Association, at its expense, shall maintain the gateway entrance from the Subdivision to Memorial Drive. The Forest Club, at its expense, shall maintain and repair the white fence which is located on The Forest Club Site along Memorial Drive and Saddlebrook Drive, and The Forest Club shall have the right to replace, from time to time, all or any portion of such fence as shall be necessary or desirable if the replacement fence is substantially similar in style and height as the existing fence and remains white."

5. Section 6.06 of the Restrictions shall be deleted in its entirety and the following Section 6.06 shall be substituted therefor:

"6.06. Signs. No sign, billboard or notice of any kind may be erected or maintained for any reason (including, without limitation, notices relating to house sales and construction related signs on any Lot or any portion of the Common Area without the prior written consent of the Board; provided, balloons of reasonable size and number may be placed on any Lot (but not on any Common Area) on a temporary basis (i.e. less than 5 hours in any 24-hour period) to signify the location of an open house or party. Without limiting the foregoing restriction, no other structure or items shall be erected or maintained on any Lot or any portion of the Common Area if the purposes thereof (in the Board's judgment) is to advertise or provide notice of any kind. The Board is authorized to remove without notice any such non-conforming sign, advertisement, billboard, advertising structure, notice or other item which is placed on any Lot or Common Area in violation of the foregoing. The

sign at The Forest Club entrance on Saddlebrook Drive is a permissible sign, and it may be repaired, restored or replaced from time to time so long as such sign is substantially similar to the existing sign in size, style, color and wording."

6. Section 6.09 of the Restrictions shall be deleted in its entirety and the following Section 6.09 shall be substituted therefor:

"6.09. Temporary Improvements. No Improvement of a temporary character, including, without limitation, a trailer, mobile home, modular home, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently. No Improvements of a temporary character, including, without limitation, a trailer, mobile home, modular home, tent, shack, garage, barn or other outbuilding, shall be placed on any Lot either temporarily or permanently, and no Residence shall be moved upon any Lot from another location, without the prior written consent of the Board; except that The Forest Club is permitted to use, from time to time, on The Forest Club Site tents or other structures temporarily (i.e., for periods no longer than seven (7) consecutive days) for use in connection with parties, tournaments or other Forest Club special events. During the construction of a Residence, a builder may, upon obtaining permission from the Board, erect and maintain such temporary Improvements on any Lot as is customary in connection with the construction of houses, including, without limitation, a temporary office building, storage area or water closet; provided such temporary structures are located in an area with the least visibility from Saddlebrook Drive."

7. Section 6.19 of the Restrictions shall be deleted in its entirety and the following Section 6.19 shall be substituted therefor:

"6.19. Night Lighting. No Owner shall illuminate or use any outdoor lighting that the Board may deem to be annoying or disturbing to neighboring Owners after the hour of 9:00 p.m. No Owner shall construct or permit the use of lighted tennis courts on any Lot except as provided below.

(a) All lighted tennis courts existing on The Forest Club Site on January 1, 1994 have been approved by the Board.

(b) The Forest Club may construct and maintain additional lighted tennis courts on The Forest Club Site so long as such courts:
(i) are not within the Front Set Back Area of The Forest Club Site,
(ii) otherwise comply with all provisions of the Restrictions, and (iii) are first approved in writing by the Board."

8. Section 6.28 of the Restrictions shall be deleted in its entirety and the following Section 6.28 shall be substituted therefor:

"6.28. The Forest Club Site.

(a) The Forest Club is not required to devote any part of The Forest Club Site to single family residence purposes. Rather, The Forest Club may maintain The Forest Club Site and the facilities thereon to entertain and accommodate its members and guests and afford recreation and sport for them and to use The Forest Club Site to carry out its intended purposes, consistent with past practices, as a non-profit social club of high-type. The Forest Club may provide food and beverages to its members and guests.

(b) The Forest Club shall never be permitted to sell, lease, rent or otherwise dispose of any portion of The Forest Club Site for any business, commercial, professional or manufacturing purpose of any kind or character except for the use as a non-profit social club of high-type. The Forest Club may, at its option, sell or dispose of any portion of The Forest Club Site, but any such sale shall be subject to all of the other provisions of the Restrictions, including, without limitation, the subdivision provisions set forth in Section 6.27 and the other use provisions set forth in Article 6. Every portion of The Forest Club Site sold or otherwise disposed of shall be deemed a "Lot" for all purposes hereof. In addition, The Forest Club may sell all of The Forest Club Site or any portion thereof to an association or other entity, the sole purpose of which is to provide a social non-profit club of the same caliber and standing in the community as is currently enjoyed by The Forest Club and The Bayou Club of Houston.

(c) The Forest Club may acquire any portion of Lot 1 so long as after giving effect to such acquisition the remaining portion of Lot 1 meets the minimum size and dimension requirements set forth in the Restrictions. Any portion of Lot 1 acquired pursuant to the preceding sentence shall automatically be deemed part of the "Forest Club Site" for all purposes of the Restrictions."

9. Section 7.03 of the Restrictions shall be deleted in its entirety and the following Section 7.03 shall be substituted therefor:

"7.03. Ingress and Egress Easement. Each Owner by these presents does hereby grant, bargain, sell and convey unto each other Owner a perpetual non-exclusive easement over and across the portion of Saddlebrook Drive owned by such Owner for the sole and exclusive purpose of pedestrian and vehicular ingress and egress (the "Easement Strip"). Each Owner hereby grants, bargains, sells, and conveys unto the Association and its agents, employees and contractors a perpetual non-exclusive easement over and across the portion of Saddlebrook Drive owned by such Owner for the purpose of the construction, maintenance, repair, replacement and removal of electric, gas, water, storm sewer, sanitary sewer and other utility lines, pipes and facilities under, adjacent to or over the Easement Strip. The Board is authorized to ensure that

the rights of ingress and egress granted pursuant to this Section do not unreasonably interfere with the free flow of traffic, to provide for the safety of persons and property and to ensure the ability of each Owner to access his Lot at all times. The rights granted pursuant to this section are exclusively for ingress and egress and do not relate to any other matter including the use of Saddlebrook Drive for parking purposes. In furtherance of the foregoing, each Owner by these presents does hereby grant the Board the right and authority to take such action as it deems necessary or advisable to ensure compliance with the foregoing egress and ingress rights, including, without limitation, establishing reasonable rules and regulations, including, without limitation, reasonable speed limits, erecting speed bumps, a guard house, gates and other barriers, hiring security personnel to prevent unauthorized entry onto Saddlebrook Drive or the Subdivision, removing unauthorized persons and hiring tow trucks to remove unauthorized vehicles; provided, however, that no structure erected or installed for these purposes shall unreasonably interfere with ready and reasonably prompt access to any Lot or to The Forest Club Site. All costs and expenses borne by the Board in enforcing such rights of ingress and egress and matters relating to security shall be charged to the Owner or Owners who, individually, or through their guests or invitees, violate the foregoing."

10. Section 8.08 of the Restrictions shall be deleted in its entirety and the following Section 8.08 shall be substituted therefor:

"8.08. Grandfather Clause. Any Improvement fully constructed and existing before January 1, 1994 that may violate the terms of the Restrictions, as amended and restated hereby, shall be grandfathered and be deemed not to be a violation of the same; provided, the foregoing is not intended to grandfather any such Improvement from the maintenance requirements set forth in the Restrictions. However, any such condition shall not be exacerbated, worsened or artificially extended by any Owner in violation of the Restrictions. The foregoing provisions of this Section 8.08 shall not apply to any Improvement which the Saddlebrook Committee has expressly disapproved. Any variance or approval previously granted and existing prior to January 1, 1994 shall be grandfathered and remain effective without the necessity of being regranted after the Effective Date of these Restrictions."

11. Ratification. Each Owner, by his execution hereof, ratifies and confirms the Restrictions set forth in said Amended and Restated Restrictions, Covenants and Conditions effective January 1, 1994, as amended by this First Amendment.

Counterparts. This First Amendment may be executed in multiple counterparts which, when taken together, shall constitute one instrument.

Recordation. The Board is authorized to record this First Amendment in the Official Real Property Records of Harris County, Texas and in such other locations as the Board deems necessary or advisable.

503-13-1403

Legal Name. Each Owner represents to the other Owners that title to such Owner's Lot is held in the name set forth on Exhibit A and the signature pages hereto for such Owner.

Effect of Amendment. Except as amended hereby, the Restrictions shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of November 1, 1994.