15. 29 amind

RP-2020-451971 09/24/2020 RP1 \$80.00

THIRD AMENDMENT TO AMENDED AND RESTATED RESTRICTIONS, COVENANTS AND CONDITIONS OF SADDLEBROOK SUBDIVISION RP1 \$130.00

This Third Amendment to Amended and Restated Restrictions, Covenants and Conditions (this "Third Amendment") is effective on the 30th day of March, 2020, by and between the Board of Directors of **the Saddlebrook Subdivision Homeowners Association, Inc.**, a Texas non-profit corporation (the "Board") and the undersigned parties to this Third Amendment (the "Consenting Owners").

(28) 10R

Recitals

- A. Phylcar Corporation, a Texas corporation, executed those certain Deed Restrictions for Saddlebrook Subdivision filed in the Deed Records of Harris County, Texas, at Volume 2479, Pages 305 et seq., which were amended by instrument dated May 29, 1967, recorded in Volume 6812, Page 162, et seq. of the Deed Records of Harris County, Texas; by instrument dated August 8, 1968, recorded in Volume 7302, Page 555 et. seq. of the Deed Records of Harris County; and by instrument dated January 1, 1987, recorded in the Official Real Property Records of Harris County, Texas, under Film Code 132-79-1593 and Clerk's File No. 1931659 (said Deed Restrictions as amended are referred to herein as the "Original Restrictions").
- B. The Original Restrictions were amended and replaced in their entirety by the Amended and Restated Restrictions, Covenants and Conditions, dated January 1, 1994, recorded in the Official Real Property Records of Harris County, Texas, under Film Code 094-75-1791 and Clerk's File No. P796066 (the "Amended Restrictions") which were amended by the First Amendment to Amended and Restated Restrictions, Covenants and Conditions, dated January 1, 1994, dated effective as of November 1, 1994, recorded in the Official Real Property Records of Harris County, Texas, under Film Code 503-13-1396 and Clerk's File No. R311306 (the "First Amendment"). The Original Restrictions were further amended by the Second Amendment to Amended and Restated Restrictions, Covenants and Conditions, dated effective as of January 1, 2003, recorded in the Official Real Property Records of Harris County, Texas, under Film Code 565-99-2789 and Clerk's File No. W577035 (the "Second Amendment"). The Amended Restrictions, as amended by the First Amendment and the Second Amendment are referred to herein as the "Restrictions".
- C. The Restrictions provide, in Section 8.04 thereof, that the Restrictions may be amended with the express written consent of the Board and "Owners" (as defined in the Restrictions, and referred to herein also as "Owners") of at least seventy-five percent (75%) of the "Lots" (as defined in the Restrictions, and referred to herein also as "Lots"). Attached hereto as

Owners are the owners of at least seventy-five percent (75%) of the Lots and are therefore empowered, together with the Board, to effectively adopt this <u>Third</u> Amendment to modify the Restrictions.

D. All capitalized terms used herein that are not otherwise defined in this Third Amendment shall have the same meanings herein as in the Restrictions.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Board and the Consenting Owners hereby agree as follows:

1. Section 4.02 is hereby deleted in its entirety and replaced by the following:

"4.02. Amount of Regular Assessments. The amount and payment schedule (i.e. lump sum or installments) of regular assessments shall be determined annually from time to time by the Board based on the Board's good faith estimate of the Association's operating budget for the next succeeding calendar year and shall be stated on a per Lot basis, in which every Lot receives and equal assessment. In the event the Board fails to decide upon or set a regular assessment for any year, the regular assessment paid for the immediately preceding year shall be the regular assessment for the then current year. In no event shall any regular assessment exceed the prior year's assessment by more than ten percent (10%) per annum without the approval of a majority of the members of the Association at an annual meeting of the Association.

2. Section 6.01 is hereby deleted in its entirety and replaced by the following:

6.01. Residential Lot. Except as provided in Section 6.28 with respect to the Forest Club Site, each Lot shall be used as a residential Lot only for one (1) detached, single-family dwelling and its customary and usual accessory structures (unless otherwise prohibited or restricted by the Architectural Committee); provided, however, the Architectural Committee may permit a Residence to be located on more than one Lot and impose specific requirements and conditions with respect to such permission. Except as provided in Section 6.28 with respect to the Forest Club Site, no Lot or any Improvements located on a Lot shall ever be used or maintained for any business or commercial purposes, including, but not limited to, any office or retail use, any embassy or consular use, any government use, or use for temporary rentals of less than six months, unless approved in advance by the Board. In addition, any person acquiring a Lot covenants with and represents to the Association and the other Owners that the lot will be specifically

acquired for the purpose of constructing and/or using the same as a residential dwelling and as a primary residence for such Owner and/or Owner's immediate family members or for a Lessee of all (but not less than all) of any Lot. If the Owner is a business entity, such business entity covenants with and represents to the Association and the other Owners that the Lot is being specifically acquired for the purpose of constructing and/or using the same as the primary residence for an existing officer, director, key employee, substantial shareholder or general partner of the Owner (as identified and designated to the Association).

3. Section 6.17 is hereby deleted in its entirety and replaced by the following:

6.17. Maintenance of Lot and Improvements. Each Owner binds and obligates such Owner through purchase of the Lot to maintain the same at the Owner's own cost and expense in a neat and presentable manner. Each Owner obligates such Owner to keep the grass, vegetation, and weeds cut and to maintain the landscaping of the Lot as often as may be necessary to keep them in a neat and attractive condition, including replacing any dead grass or plants, and to maintain the Lot in a manner that does not obstruct the drainage ditch or its natural drainage. Each Owner shall, at the Owner's own cost and expense, maintain their Improvements in good condition and repair, including: maintaining all exterior surfaces in a manner that eliminates rotten wood and peeling paint, keeping driveways in a safe and presentable condition, repairing any broken or cracked windows, maintaining all window coverings and/or drapes that are visible from the street in good condition and repair, maintaining a safe and sanitary pest and rodent control program, and making sure that the structural integrity of all Improvements is maintained at all times. If any Owner should in the opinion of the Association fail to maintain such Owner's Lot in a neat and attractive manner, the Association will notify such Owner in writing of any objectionable, detrimental or unattractive conditions existing on such Lot and request the Owner to eliminate the same. In the event any such Owner shall fail to eliminate any objectionable, detrimental or unattractive conditions existing on such Owner's Lot within thirty (30) days after receipt of written notice from the Association specifying such objectionable or detrimental conditions, then, in such event, the Association is authorized to eliminate such conditions and charge the cost of the same to such Owner, and each expense incurred by the Association in such event shall be added to, be a portion of and secured in the same manner as a special assessment against such Lot for the following year.

- 5. <u>Ratification</u>. Each Consenting Owner, by his or her execution hereof, ratifies and confirms the Restrictions, as amended by this Third Amendment.
- 6. Recording. The Board is authorized to file this Third Amendment for recording in the Official Real Property Records of Harris County, Texas.

Executed effective as of the date first set forth above.

The Board:

Collega Marks Director

John Howell Director

Wade Whilden Director

Denise Campbell Director

Return to: marks Balette. VV 7521 westview Dr. Houston, TX 77655

Exhibit "A"

	Sellers:
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	Chilson – 34 Saddlebrook
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Exhibit "A" (cont'd)

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Bill	Lakenmacher – 42 Saddlebrook	
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Exhibit "A" (cont'd) Scott Looper - 64 Saddlebrook Masters - 38 Saddlebrook Murphy - 50 Saddlebrook - 84 Saddlebrook ielsen – 33 Saddlebrook Saunders - 8 Saddlebrook Sharp - 58 Saddlebrook Distife Suttles Somerville - 3 Saddlebrook Kyle Suttles - 46 Saddlebrook

Whilden - 22 Saddlebrook

Wade Whilden - 26 Saddlebrook

Wase Whilden - 26 Saddlebrook

Wen Womack - 77 Saddlebrook

FILED FOR RECORD

8:00:00 AM

Thursday, September 24, 2020/

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS

COUNTY OF HARRIS

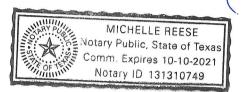
Lifereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Thursday, September 24, 2020

COUNTY CLERK HARRIS COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared DENISE CAMPBELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of , 2021.



Notary Public, State of Texas

My Commission Expires: 10-10-21

THE STATE OF TEXAS § **COUNTY OF HARRIS** 8

BEFORE ME, the undersigned authority, on this day personally appeared LYNN P. CARTER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

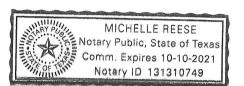
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of , 2021.

MICHELLE REESE Notary Public, State of Texas Comm. Expires 10-10-2021 Notary ID 131310749

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared WADE WHILDEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of 2021.



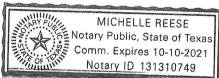
Notary Public, State of Texas

My Commission Expires: 10 -10 - 20 21

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority, on this day personally appeared WADE WHILDEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the lot day of day of _________, 2021.



Notary Public, State of Texas

THE STATE OF TEXAS	8
COUNTY OF HARRIS	§ §
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BEFORE ME, the undersigned authority, on this day personally appeared JEREMY DOYLE, 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.

THE STATE OF TEXAS \$

COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority, on this day personally appeared NADIA SANT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

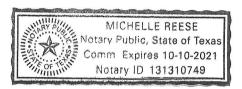
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of , 2021.

MICHELLE REESE
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310749
Wission-Expires:

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared FRANK MIRDJANI, 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 4th day of day of , 2021.



Notary Public, State of Texas

My Commission Expires: 10-10-11

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared FRANKLIN MYERS, 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.

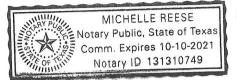
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of 2021.

MICHELLE REESE
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310749

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of day of 2021.



My Commission Expires: 10-10-21

Notary Public, State of Texas

THE STATE OF TEXAS

§

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of

MICHELLE REESE
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310749

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared FRED BRAZELTON, 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 AN, 2021.	ND SEAL OF OFFICE on this the day of
	Notary Public, State of Texas My Commission Expires:

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD BURLESON, 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 4th day of ,2021.

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared JAY COSKEY, 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.

M GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of



Notary Public, State of Texas

My Commission Expires: 10 -10 -21

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CARL DETERING, 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 day of , 2021.

MICHELLE REESE (
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310749

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §
BEFORE ME, the undersigned authority, on this day personally appeared have Blackwell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of pri , 2021. MICHELLE REESE Notary Public, State of Texas Comm. Expires 10-10-2021 Notary ID 131310749 MICHELLE REESE Notary Public, State of Texas Notary Public, State of Texas
My Commission Expires: 10-10-21
THE STATE OF TEXAS \$ COUNTY OF HARRIS \$
BEFORE ME, the undersigned authority, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of, 2021.
Notary Public, State of Texas
My Commission Expires:

BEFORE ME, the undersigned authority, on this day personally appeared ALEXIS KYLE SUTTLES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the , 2021.



Notary Public, State of Texas

My Commission Expires: 10-10-21

THE STATE OF TEXAS § § **COUNTY OF HARRIS** 8

BEFORE ME, the undersigned authority, on this day personally appeared LANGSTON TURNER, 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.

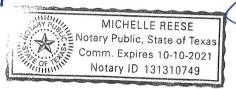
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of , 2021.

MICHELLE REESE Notary Public, Grate of Texas Comm. Expires 10-10-2021 Notary ID 131310,749 My Commission Expires:

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Seelva Kalajian known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of 2021.



Notary Public, State of Texas

My Commission Expires: 16-10-21

THE STATE OF TEXAS

8

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared **Karen Blackwell**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of

MICHELLE REESE

Matan Public, State of Texas

Comm Expires 10 10-2021

Motary () 13+3+0749

Notary Public, State of Texas

BEFORE ME, the undersigned authority

BLACKWELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of day of which will be described as a series of Texas Notary Public, State of Texas Comm. Expires 10-10-2021 Notary ID 131310749 MICHELLE REESE Notary Public, State of Texas Notary Public, State of Texas My Commission Expires: 10-10-21
THE STATE OF TEXAS S COUNTY OF HARRIS BEFORE ME, the undersigned authority, on this day personally appeared MYRON BLALOCK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of
Notary Public, State of Texas My Commission Expires

THE STATE OF TEXAS §
COUNTY OF HARRIS §
BEFORE ME, the undersigned authority, on this day personally appeared JOHN HOWELL, 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 day of day of
Michelle Rese Notary Public, State of Texas Notary ID 131310749 My Commission Expires: 16-16-21
THE STATE OF TEXAS § COUNTY OF HARRIS §
COUNTY OF HARRIS §
BEFORE ME, the undersigned authority, on this day personally appeared RO HUNTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of, 2021.

Notary Public, State of Texas

My Commission Expires: _

BEFORE ME, the undersigned authority, on this day personally appeared ALEE KALAJIA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN KNAPP, 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 day of day of 2021.

MICHELLE REESE

Notary Public, State of Texas

Comm. Expires 10-10-2021

Notary ID 131310749

My Commission Expires: 10-16-21

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §
BEFORE ME, the undersigned authority, on this day personally appeared foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9th day of March, 2021.
MICHELLE REESE Notary Public, State of Texas Comm. Expires 10-10-2021 Notary ID 131310749 Michelle Reese Notary Public, State of Texas
My Commission Expires: 10-10-21
THE STATE OF TEXAS §
THE STATE OF TEXAS § \$ COUNTY OF HARRIS §
BEFORE ME, the undersigned authority, on this day personally appeared his half with the last person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of, 2021.
MICHILLE REESE Notary Public, State of Texas Comm. Expires 10-10-2021 Notary ID 131310749 Notary ID 131310749

THE STATE OF TEXAS	Ş
COUNTY OF HARRIS	Ş

BEFORE ME the undersigned authority, on this day personally appeared blalock known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4 day of 2021.

MICHELLE REESE

Notary Public, State of Texas

Comm. Expires 10-10-2021

Notary ID 131310749

OF Whitsion Expires

Notary Public, State of Texas

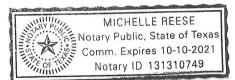
THE STATE OF TEXAS

ARRIS 8

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared accuses be balette, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day, 2021.



Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared NATASHA BALETTE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN BICKEL, 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 day of , 2021.

MICHELLE REESE
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary-ID 131310749

Notary Public, State of Texas

My Commission Expires: _____

10-10-21