

696-01-1401

REAL PROPERTY RECORDS

91

9100356

AMENDMENT TO
FIRST AMENDED AND
RESTATED DECLARATION OF COVENANTS,
CONDITIONS, ASSESSMENTS, CHARGES, SERVIDUTES,
LIENS, RESERVATIONS AND EASEMENTS
FOR
DEL LAGO ESTATES

Montgomery County, Texas

11/6/10 6:00 PM

AMENDMENT

WHEREAS, by instrument dated November 3, 1987 entitled First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens Reservations and Easements For Del Lago Estates ("First Amended and Restated Declaration"), recorded in the Real Property Records of Montgomery County, Texas, at Film Code No. 504-C1-1991 through 2049, certain restrictive covenants for Del Lago Estates, a subdivision of Montgomery County, Texas, were recorded as prescribed by law. The required number of Lot Owners in Del Lago Estates now wish to amend one restrictive covenant, specifically 6.01.2 (b) (as evidenced by the consents of Lot Owners attached hereto).

NOW, THEREFORE, as provided for in Section 2.06 and 2.07 of the First Amended and Restated Declaration:

1. Section 2.01.2 is hereby amended as follows:

- (b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3,000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2,500 square feet for an interior (lakeview) lot.

All to the same force and effect as if originally contained in the First Amended and Restated Declaration and in complete substitution of the original section 6.01.2 (b) set forth in the First Amended and Restated Declaration.

2. The First Amended and Restated Declaration shall in all other respects remain the same as originally written and recorded in the records of Montgomery County, Texas, as noted above.
3. The requisite number of Lot Owners required for amending the restrictive covenants for such subdivision have approved this Amendment as evidenced by the consents attached hereto. This Amendment to the First Amended and Restated Declaration is hereby recorded in the appropriate records of Montgomery County, Texas for the purpose of:
 - (1) Compliance with Section 2.07 of such First Amended and Restated Declaration,
 - (2) Attaching this amended restrictive covenants to each lot of such subdivision, and

696-01-1403

STATE OF TEXAS §
COUNTY OF §

Before me, a Notary Public, on this day personally appeared H. F. Keplinger, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Director of Del Lago Estates Property Owners Association, an association, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said association.

Given under my hand and seal of office this 8th day of ~~October~~, 1990.
November

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

Dora M. Murders
Notary Public in and for the State of Texas

My Commission Expires:

7/1/93



DORA M. MURDERS
Notary Public, State of Texas
My Commission Expires July 1, 1993

STATE OF TEXAS §
COUNTY OF §

Before me, a Notary Public, on this day personally appeared Ken Schmitt, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Director of Del Lago Estates Property Owners Association, an association, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said association.

Given under my hand and seal of office this 8th day of ~~October~~, 1990.
November

Dora M. Murders
Notary Public in and for the State of Texas

My Commission Expires:

7/1/93



DORA M. MURDERS
Notary Public, State of Texas
My Commission Expires July 1, 1993

(3) Otherwise complying with the laws of the State of Texas and other appropriate jurisdictions.

DEL LAGO ESTATES PROPERTY OWNERS ASSOCIATION

By: [Signature]
Joe Havens, Director

By: [Signature]
H. F. Keplinger, Director

By: [Signature]
Ken Schmitt, Director

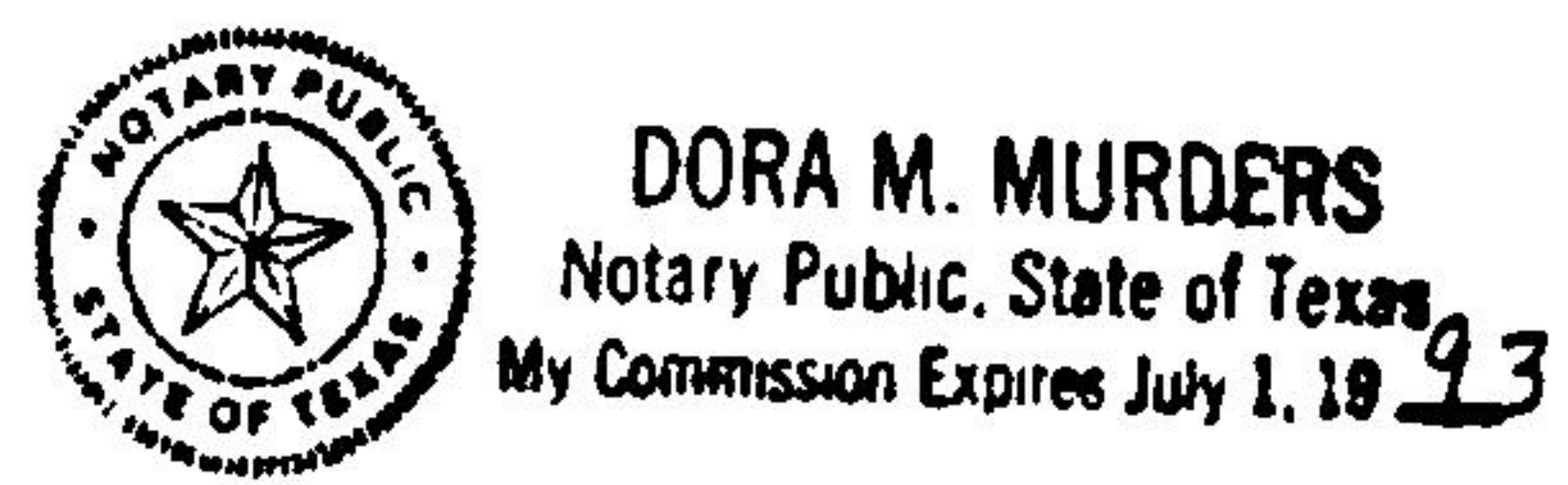
STATE OF TEXAS §
 §
COUNTY OF §

Before me, a Notary Public, on this day personally appeared Joe Havens, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Director of Del Lago Estates Property Owners Association, an association, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said association.

Given under my hand and seal of office this 8th day of ~~October~~, 1990.
November

[Signature]
Notary Public in and for the State of Texas

My Commission Expires:
7/1/93



Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1407

Consent of Property Owners

Mr. & Mrs. James R. Kerr, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

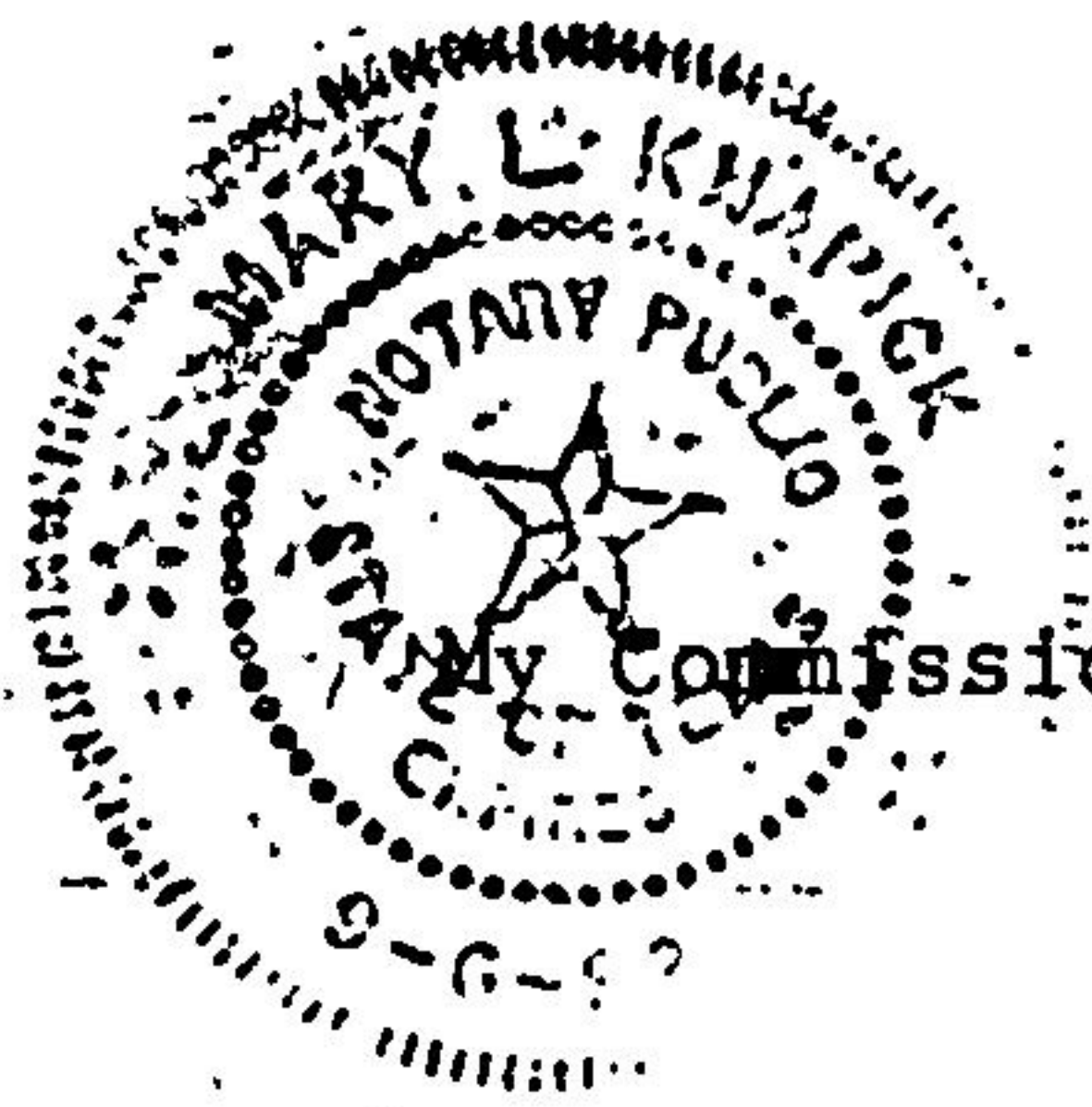
Lot(s): 25

J.R. Kerr
Mr. & Mrs. James R. Kerr
Karen L Kerr

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on October 3, 1990 by Mary L. Knapick

Mary L. Knapick
Notary Public in and for the State of Texas.



MARY L. KNAPICK
Notary Public, State of Texas
My Commission Expires: 9-6-92

696-01-1408

RECEIVED
OCT 10 1990

W.T. OUZTS

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1409

Consent of Property Owners

Ms. Rita Reiff, the owner of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

Lot(s): 48 & 55

Rita Reiff
Ms. Rita Reiff

California
STATE OF TEXAS §
COUNTY OF Los Angeles §

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND
CHANGES WERE PRESENT AT THE TIME
THE INSTRUMENT WAS FILED AND RE-
CORDED.

This instrument was acknowledged before me on September 28, 1990 by
Ms. Rita Reiff.

June A. Dume
Notary Public in and for the State
of Texas.

My Commission Expires: 1-10-94



RECEIVED
OCT 16 1990
W.T. OUZTS

696-01-1410

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

RECEIVED

OCT 16 1990

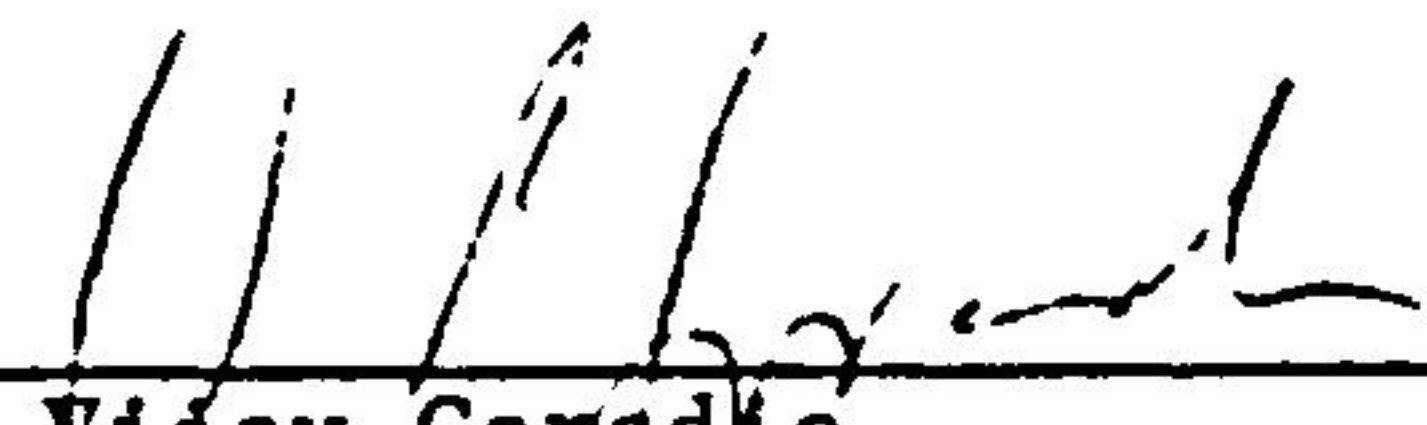
W.T. OUZTS

696-01-1411

Consent of Property Owners

Mr. & Mrs. Vijay Goradia, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

Lot(s): 28

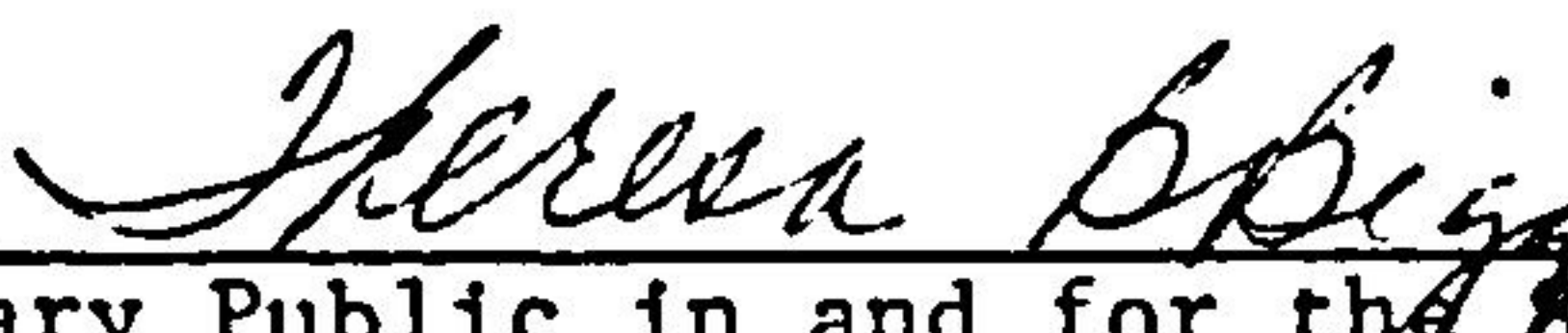


Mr. & Mrs. Vijay Goradia

M. Goradia

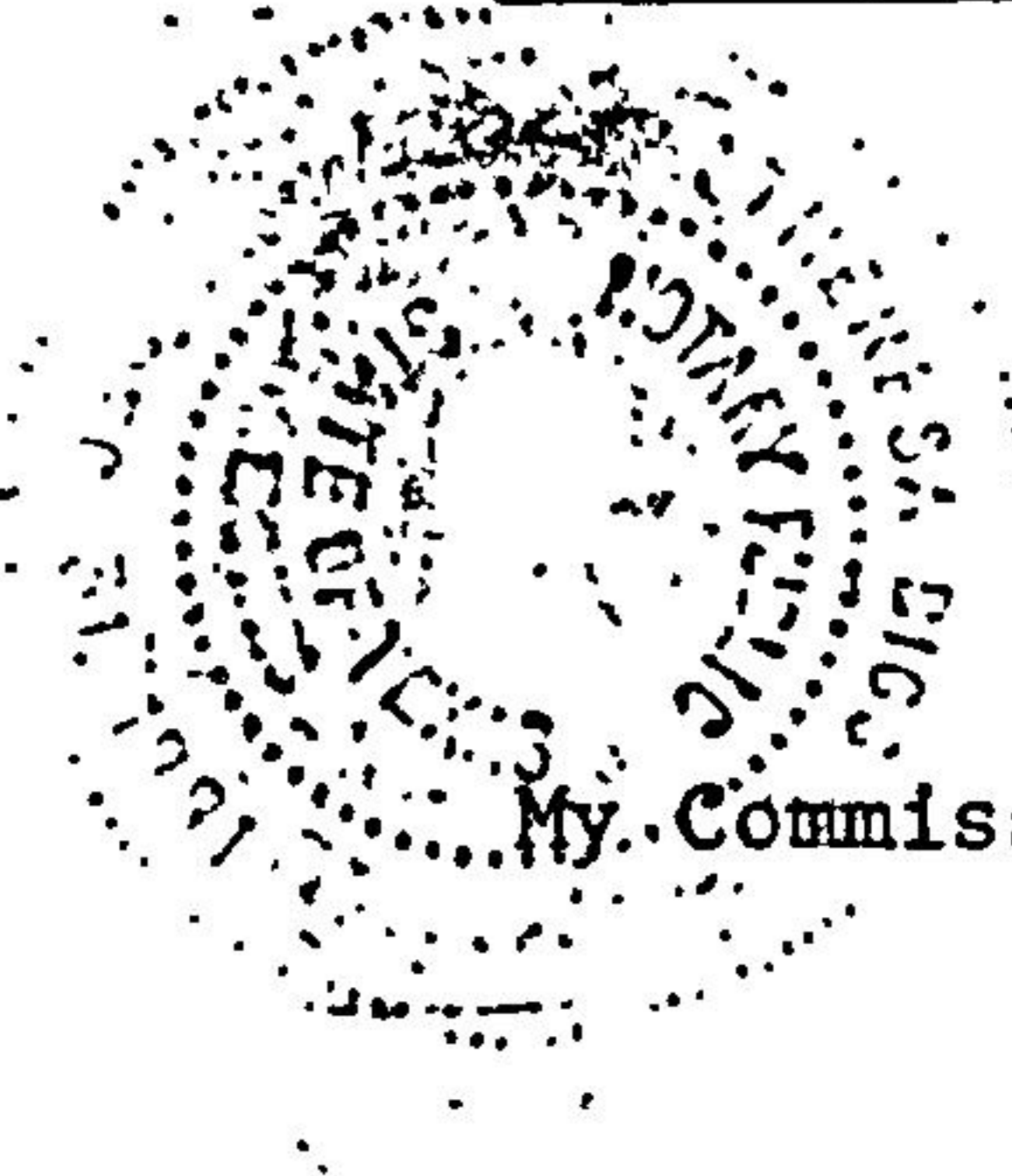
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 26 SEPTEMBER 1990 by V. P. GORADIA AND M. GORADIA.



Notary Public in and for the State of Texas.

My Commission Expires: 12-31-91



696-01-1112

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1413

Consent of Property Owners

Mr. & Mrs. Vijay Goradia, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

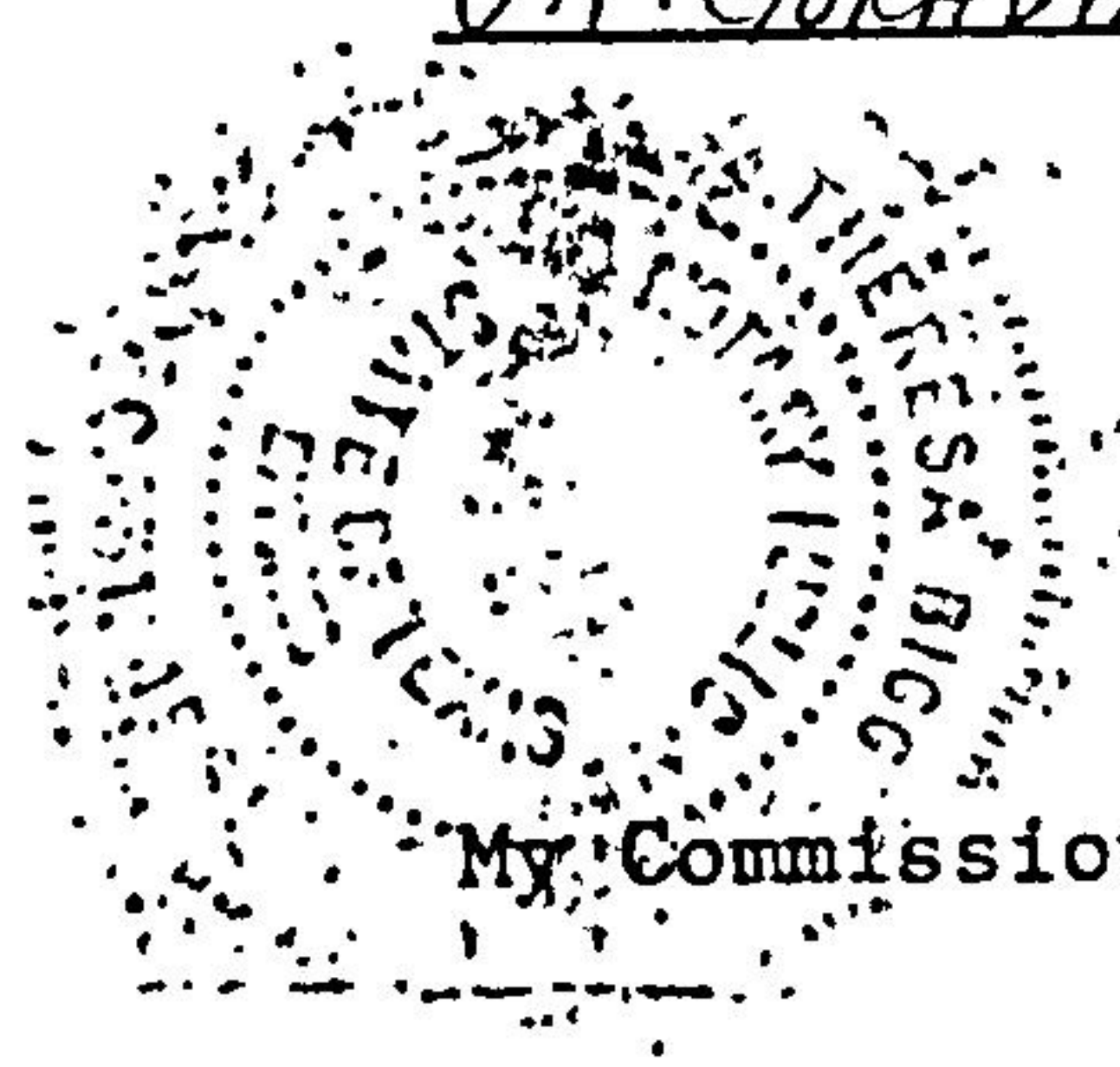
Lot(s): 28

Vijay Goradia
Mr. & Mrs. Vijay Goradia
M. Goradia

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 26 SEPTEMBER, 1990 by V.P. GORADIA AND M. GORADIA

Theresa B. Bigg
Notary Public in and for the State of Texas.



My Commission Expires: 12-31-91

696-01-1414

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1416

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

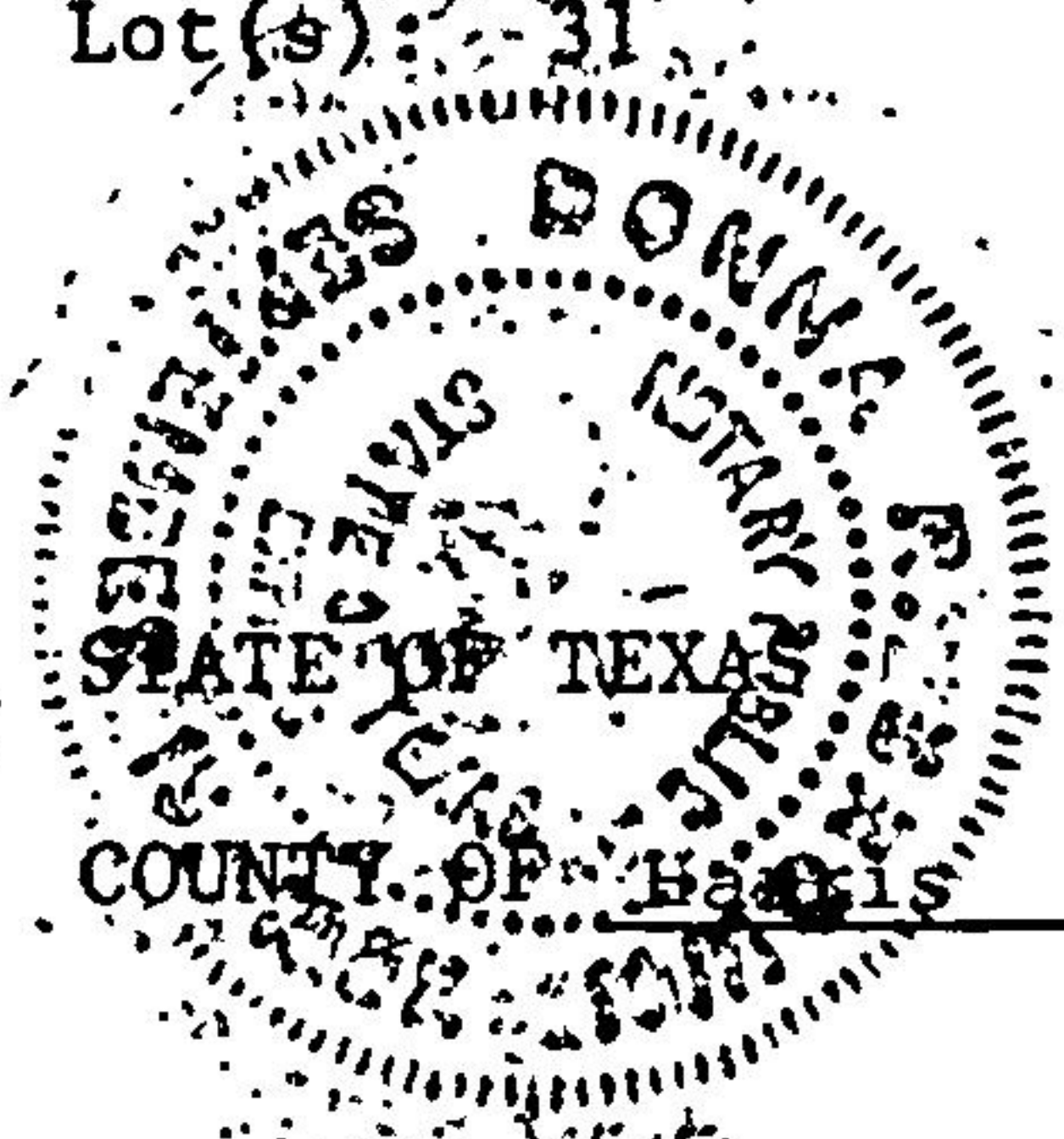
(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1417

Consent of Property Owners

Mr. & Mrs. George Attwood, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

Lot(s): 31



George Attwood
Mr. ~~Mrs.~~ George Attwood 9/11/90

Sally L. Attwood
Sally L. Attwood 9/11/90

RECORDEE'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

This instrument was acknowledged before me on Sept. 11, 1990 by George Attwood.

Donna R. Brown
Notary Public in and for the State of Texas. Donna R. Brown

My Commission Expires: Sept. 13, 1992

696-01-1418

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1419

Consent of Property Owners

Mr. & Mrs. Joe L. Havens, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

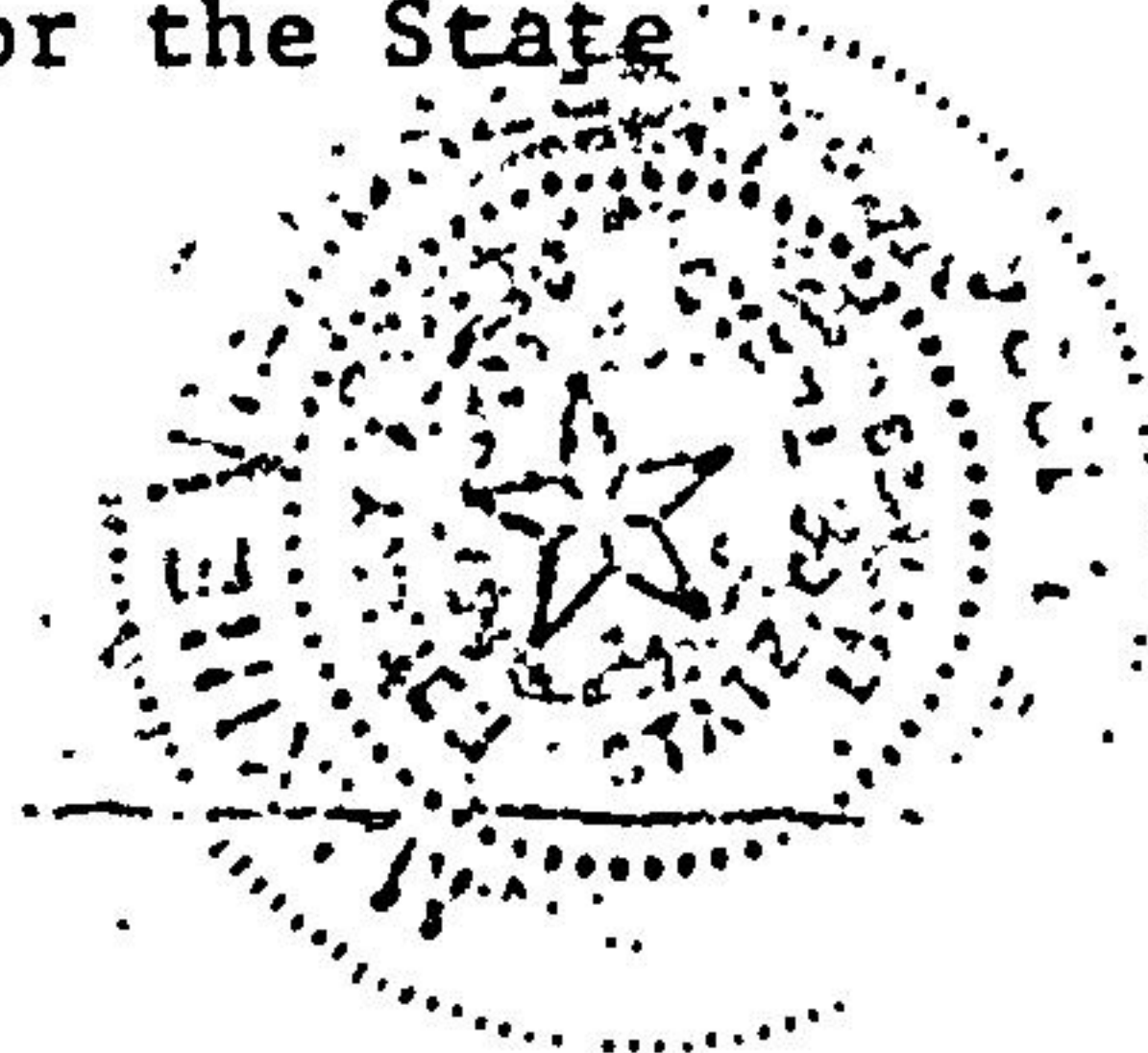
Lot(s): 40, 41, 42, 43, 53, 54

Joe L. Havens
Mr. & Mrs. Joe L. Havens
Margaret R. Havens

STATE OF TEXAS §
COUNTY OF *Montgomery* §

This instrument was acknowledged before me on Sept. 13, 1990, 1990 by MAXINE HEMBREE.

Maxine Hembree
Notary Public in and for the State of Texas.



My Commission Expires: 6-01-94

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1422

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1424

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1425

Consent of Property Owners

Mr. & Mrs. Ken Schmitt, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

Lot(s): 24

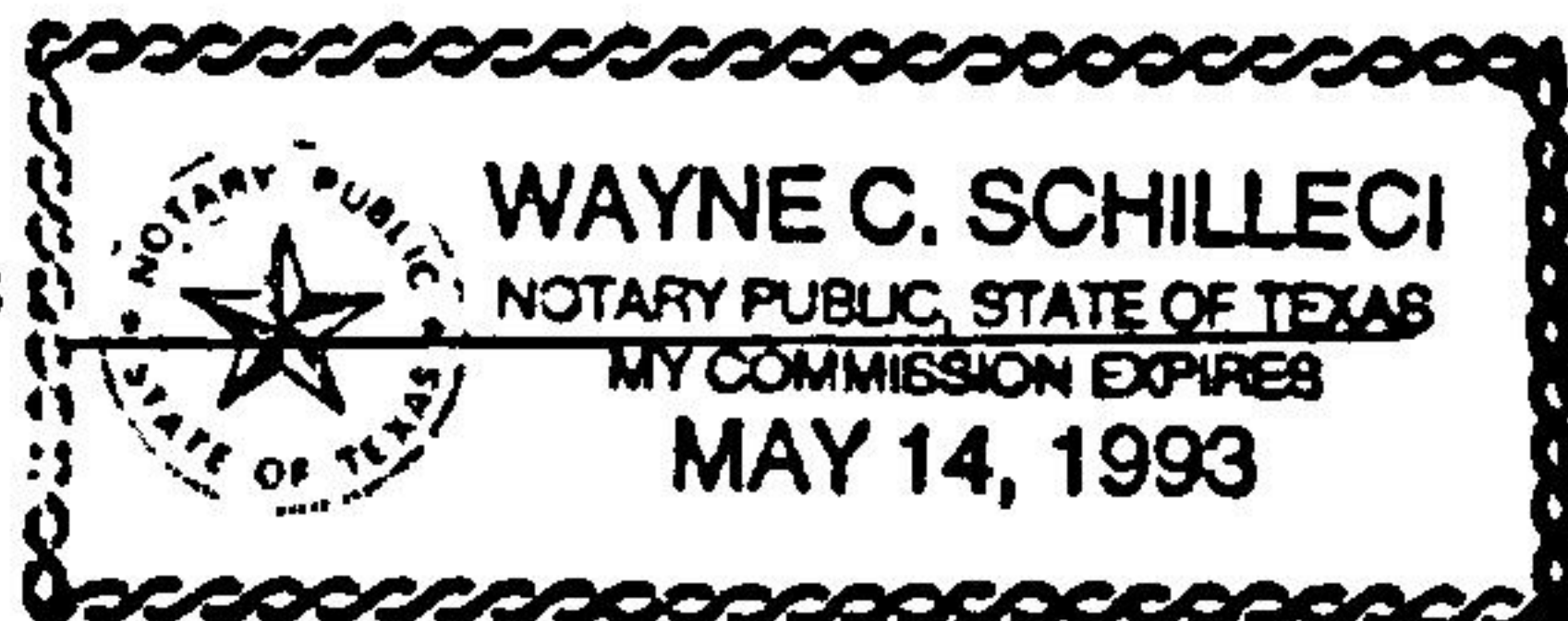
Ken Schmitt
Charlotte M. Schmitt
Mr. & Mrs. Ken Schmitt

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on Sept 12, 1990 by Ken & Charlotte Schmitt.

Wayne C. Schilleci
Notary Public in and for the State of Texas.

My Commission Expires



696-01-1426

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1428

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1432

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1436

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling


(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1437

Consent of Property Owners

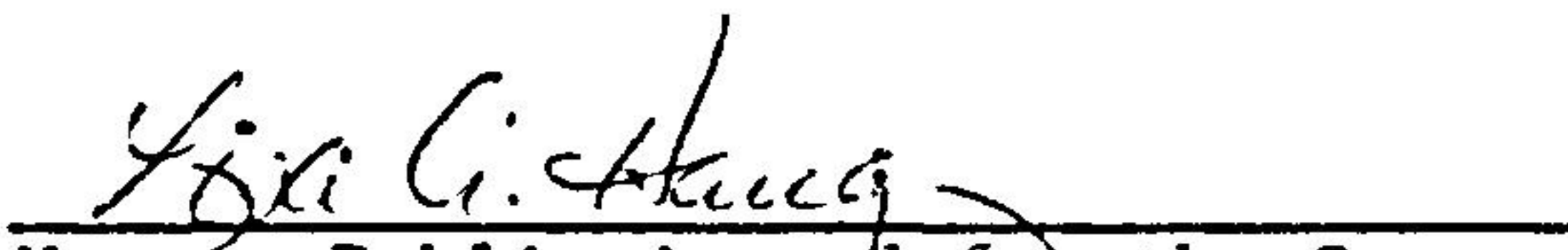
Metropolitan Federal Bank, the owner of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

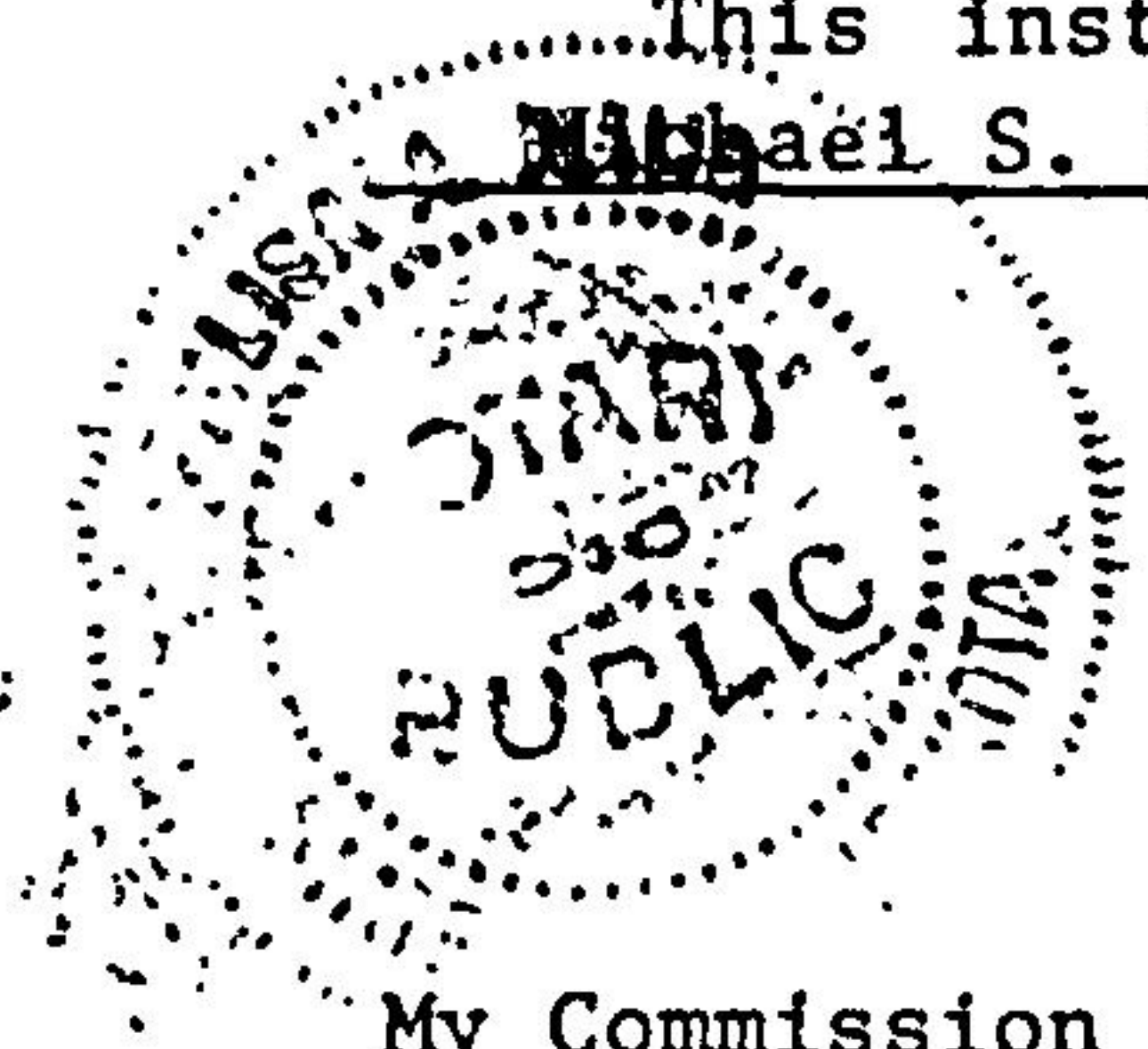
Lot(s): 14, 15, 63-66, 68-85
87 & 88


Metropolitan Federal Bank of Iowa,
a federal savings bank

STATE OF ~~TEXAS~~ NORTH DAKOTA §
COUNTY OF CASS §

This instrument was acknowledged before me on September 10, 1990 by Michael S. Ramage.


Notary Public in and for the State
of ~~TEXAS~~ North Dakota.



My Commission Expires: December 9, 1994

LISA A. HAUG
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires DECEMBER 9, 1994

636-01-1438

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1439

Consent of Property Owners

Mr. H.F. Keplinger, the owner of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

Lot(s): 16 & 17

H. F. Keplinger
Mr. H.F. Keplinger

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on September 19, 1990 by H. F. Keplinger.

Dora M. Murders
Notary Public in and for the State of Texas.

My Commission Expires: 7/1/93

 DORA M. MURDERS
Notary Public, State of Texas
My Commission Expires July 1, 1993

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1441

Consent of Property Owners

Del Lago Estates Property Owners Association, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

Lot(s): 50, 57 & 58

H. F. Keplinger

H.F. Keplinger, President
Del Lago Estates Property Owners
Association

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on September 19, 1990 by H. F. Keplinger.

Dora M. Murders

Notary Public in and for the State
of Texas.

My Commission Expires: 7/1/93



DORA M. MURDERS
Notary Public, State of Texas
My Commission Expires July 1, 1993

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1443

Consent of Property Owners

Mr. & Mrs. Jeff Connole, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

Lot(s): 26

[Handwritten Signature]

Mr. & Mrs. Jeff Connole

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on 9-18-, 1990 by
_____.

[Handwritten Signature]

Notary Public in and for the State
of Texas.



My Commission Expires: 7/24/96

696-01-1444

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

696-01-1445

Consent of Property Owners

Mr. & Mrs. Jeff Connole, the owners of that certain Lot(s) (as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easement; hereinafter referred to as the "Declaration") listed adjacent to the signature line set forth below, hereby joins in the execution hereof for the purpose of voting affirmatively for the adoption of the amendment of the Declaration on Section 6.01.2(b) on Residential Dwelling.

Lot(s): 26

Jeff Connole
Mr. & Mrs. Jeff Connole

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on 9-18, 1990 by _____.

Paula Ann Wells
Notary Public in and for the State of Texas.



My Commission Expires: 9/24/91

696-01-1446

Article VI

Protective Covenants

Section 6.01.2 Residential Dwelling

(b) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servants quarters) shall be no less than 3000 square feet for a lakefront lot (or lots if owner has more than one contiguous lot) or 2500 square feet for an interior (lakeview) lot.

FILED FOR RECORD

91 JAN -2 PM 4: 23

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

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 Montgomery County, Texas.

JAN - 2 1991



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

*Del Lago Estates Prop Assn
3555 Jimmon Ln #810
Houston TX 77027*