

FIFTH AMENDMENT TO PROTECTIVE  
COVENANTS FOR PARKWAY AT ELDRIDGE, SECTION ONE (1)

THE STATE OF TEXAS  
COUNTY OF HARRIS

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§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Sueba 350, LP, a Texas limited partnership (the "Declarant") executed that certain Declaration of Protective Covenants for Parkway at Eldridge, Section One (1) (as supplemented and amended, the "Declaration") dated effective January 31, 2014, recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 20140044130 on February 4, 2014, and the Declaration subjects real property known as Parkway at Eldridge, Section One (1), a subdivision in Harris County, Texas (the "Subdivision") to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, Article XIII, Section 2 of the Declaration provides that the Declarant may unilaterally amend the Declaration at any time, in the Declarant's sole discretion; and

WHEREAS, the Declarant desires to amend the Declaration as set forth below;

NOW, THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby amend the Declaration as set forth below:

1. Article XII, Section 25(b) is deleted in its entirety and replaced with the following:

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of not less than thirty (30) days, except with the prior written consent of the Board. The Owner must make available to the lessee copies of this Residential Declaration, By-Laws, and the rules and regulations. Notice of any lease, together with: (i) contact information, including the name, mailing address, telephone number, and email address of the Owner leasing the Unit and each person who will reside at the Unit under a lease; (ii) the commencement date and term of the lease; and (iii) such other information as the Board may reasonably request, shall be given to the Residential Association within ten (10) days after written request by the Board.

(ii) Compliance with Residential Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Residential Declaration, By-Laws, any applicable Supplemental Declaration, and the rules and regulations of the Residential Association, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any such violation.

2. Article XIII, Section 16 is added to read as follows:

Section 16. Master Utility Meters. With respect to any utility meter serving multiple Units (a "Master Meter"), Owners of Units served by such Master Meter may enter into one (1) or more contracts or service agreements for the management of such Master Meter, including but not limited to reading, utility billing, repair and maintenance, upon the affirmative consent to such contract or service agreement by a majority of the Owners of the Units served by such Master Meter. In such instance, any costs associated with such Master Meter contracts and/or service agreements, shall be incurred only by the Owners of the Units served by such Master Meter and not by the Association.

EXECUTED this 29<sup>th</sup> day of December, 2023.

[Signature Page Follows]

RP-2024-4386

Signature Page to Fifth Amendment to Protective Covenants for Parkway at Eldridge, Section One (1)

**DECLARANT:**

**SUEBA 350 LP,**  
a Texas limited partnership


By: NOBA 350 LLC,  
a Texas limited liability company,  
its General Partner

By:   
Name: John Chiang  
Title: Executive Vice President

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on this the 20<sup>th</sup> day of December, 2023, by John Chiang, Executive Vice President of NOBA 350 LLC, a Texas limited liability company, general partner of Sueba 350 LP, a Texas limited partnership, on behalf of said company and partnership.



  
Notary Public in and for the State of Texas  
Printed Name: Rachel L. Schoen  
My Commission Expires: 07-01-2024

RP-2024-4386

RP-2024-4386  
# Pages 3  
01/04/2024 11:44 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$29.00

**RECORDERS MEMORANDUM**

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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

I hereby 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.



*Tenesia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS