

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

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

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 I, Section 38 is deleted in its entirety and replaced with the following:

Section 38 "**TH Neighborhood**" shall mean a residential area consisting of all of the Townhouse Lots.

2. The second paragraph in Article V, Section 1 is deleted in its entirety and replaced with the following:

In addition to property insurance on the Area of Common Responsibility, the Residential Association, upon receipt of a written directive signed by Owners of at least seventy-five (75%) percent of the Units in the TH Neighborhood (signature by one [1] of the Owners of a Unit in the TH Neighborhood owned by more than one [1] Person shall constitute the signature of all Owners of such Unit in the TH Neighborhood) will, within a reasonable period of time, as determined by the Board of Directors, in its sole discretion, obtain, in the name of the Residential Association, with the Unit Owner(s) as additional insureds, and continue in effect adequate blanket "all-risk" property insurance, if reasonably available, on the Units within the TH Neighborhood. The blanket "all-risk" property insurance will be on an "all-in" basis, meaning that such insurance shall provide coverage for losses or damage to property including, but not limited to the following: the building or structure, fixtures, improvements and alterations that are part of the building or structure (regardless of ownership) and appliances contained in the Unit such as those used for refrigeration, ventilating, cooking, dishwashing, security or housekeeping. However, such insurance shall only cover the product type and level as built by the builder of the Unit and not any upgrades thereafter

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made by the Owner of the Unit. If the Residential Association does obtain such insurance, the responsibility to obtain liability insurance and personal property insurance covering other contents or upgrades of the Unit exceeding the original specifications conveyed by the builder shall be with the Owner(s) of the Unit. If blanket "all-risk" insurance is not reasonably available, then fire and extended coverage may be substituted. The insurance coverage obtained pursuant to this Article V, Section 1 may be in such form as the Board of Directors deems appropriate, and the face amount of the policy shall be sufficient to cover the full replacement cost of all property to be insured as provided for herein. If the Residential Association is directed to obtain blanket "all-risk" property insurance or fire and extended coverage on the Units within the TH Neighborhood as set forth above, the costs thereof shall be charged to the Owner(s) of the Unit(s) within the TH Neighborhood as a component of the Neighborhood Assessment as set forth in this Article V, Section 1.

3. **The seventh paragraph in Article V, Section 1 is deleted in its entirety and replaced with the following:**

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment. Premiums to insure Exclusive Common Areas as well as the items listed in Article X, Section 3 hereof shall be included as components in the Neighborhood Assessment of the Neighborhood(s) benefited thereby unless the Board of Directors reasonably determines that other treatment is more appropriate. Further, if the Residential Association is directed to obtain blanket "all-risk" property insurance or fire and extended coverage insurance as set forth in Article V, Section 1 hereof on the Units within the TH Neighborhood, premiums to insure the Units within the TH Neighborhood shall be included as a component in the Neighborhood Assessment applicable to Units within the TH Neighborhood unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

4. **The eight paragraph in Article V, Section 1 (as added pursuant to the First Amendment to Protective Covenants for Parkway at Eldridge, Section One [1]) is deleted in its entirety.**
5. **Article V, Section 2 is deleted in its entirety and replaced with the following:**

Section 2. **Individual Insurance.**

(a) Unless the Residential Association has obtained blanket "all-risk" property insurance or fire and extended coverage for the Units within the TH Neighborhood pursuant to a written directive and after a reasonable period of time as set forth in Article V, Section 1 hereof, each Owner of a Unit within the TH Neighborhood (AND NOT THE RESIDENTIAL ASSOCIATION) shall maintain fire and extended coverage insurance on such Owner's Unit(s) within the TH Neighborhood equal to the full replacement value of the Owner's Unit(s) within the TH Neighborhood. Such Owner shall provide to the Residential Association proof of such insurance coverage to the Residential Association for purposes of verifying the purchase of such insurance by such Owner and not for evaluation of such insurance in any manner whatsoever and deliver same to the Residential Association at least fifteen (15) days before expiration. Such fire and

extended coverage insurance must also comply with the following requirements:

(i) Shall be written with a company authorized to do business in Texas which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, as determined by the Board of Directors, or if not available, the most nearly equivalent rating which is available.

(ii) A statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Owner to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Owner or Mortgagee; and

(iii) A statement that the Residential Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

WHILE EACH OWNER OF A UNIT WITHIN THE TH NEIGHBORHOOD IS REQUIRED TO MAINTAIN FIRE AND EXTENDED COVERAGE INSURANCE ON SUCH OWNER'S UNIT(S) WITHIN THE TH NEIGHBORHOOD (UNLESS THE RESIDENTIAL ASSOCIATION IS DIRECTED TO OBTAIN BLANKET "ALL RISK" PROPERTY INSURANCE OR FIRE AND EXTENDED COVERAGE FOR THE UNITS WITHIN THE TH NEIGHBORHOOD EQUAL TO THE FULL REPLACEMENT VALUE OF THE OWNER'S UNIT(S) WITHIN THE TH NEIGHBORHOOD AS SET FORTH IN ARTICLE V, SECTION 1 HEREOF) EACH OWNER AGREES THAT THE DECLARANT, THE RESIDENTIAL ASSOCIATION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER IN THE EVENT THAT ANY OWNER DOES NOT HAVE FIRE AND EXTENDED COVERAGE INSURANCE EQUAL TO THE FULL REPLACEMENT VALUE OF THE OWNER'S UNIT(S) WITHIN THE TH NEIGHBORHOOD OR FIRE AND EXTENDED COVERAGE INSURANCE. WHILE EACH OWNER IS REQUIRED TO FURNISH PROOF OF SUCH INSURANCE COVERAGE TO THE RESIDENTIAL ASSOCIATION, THE RESIDENTIAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS MAKE NO GUARANTEE WHATSOEVER REGARDING WHETHER ONE OR MORE OWNERS HAVE INSURANCE OR IF THE INSURANCE IS ADEQUATE. THE RESIDENTIAL ASSOCIATION DOES NOT AND WILL NOT EVALUATE THE ADEQUACY OF ANY SUCH INSURANCE.

(b) Except for Units within the TH Neighborhood, by virtue of taking title to a Unit subject to the terms of this Residential Declaration, each Owner covenants and agrees with all other Owners and with the Residential Association that in the event of loss or damage to the structures comprising his or her Unit(s), the Owner shall either: (a) proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Residential Declaration, or (b) clear the Unit of all damaged structures, debris and ruins and thereafter maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

6. Article V, Section 3(b) is deleted in its entirety and replaced with the following:

Any damage or destruction to any Unit(s) within the TH Neighborhood shall be promptly repaired or reconstructed. Any damage or destruction to the Common Area or to the common property of any Neighborhood Residential Association shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total Class "A" vote of the Residential Association, if Common Area, or the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Residential Association whose common property is damaged, if common property of a Neighborhood Residential Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Residential Association within said period, then the period shall be extended until such funds or information shall be available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area or common property of a Neighborhood Residential Association shall be repaired or reconstructed.

7. The second paragraph in Article V, Section 5 is deleted in its entirety and replaced with the following:

In the event that the Residential Association is directed to obtain blanket "all-risk" property insurance or fire and extended coverage for the Units within the TH Neighborhood as set forth in Article V, Section 1 hereof and the Residential Association has obtain such a policy, then, if the damage or destruction to a Unit or Units within the TH Neighborhood is not sufficient to defray the cost of the repairs or reconstruction thereof, the Board of Directors shall, without the necessity of a vote of the Residential Association's members, levy a special assessment against all Owners of Units within the TH Neighborhood. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

8. The first paragraph in Article X, Section 3 is deleted in its entirety and replaced with the following:

Section 3. Computation of Neighborhood Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Residential Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or the By-Laws specifically authorize the Board to assess certain costs, such as the cost of maintaining Exclusive Common Areas, the cost of obtaining a blanket "all-risk" property insurance or fire and extended coverage insurance as set forth in Article V, Section 1 hereof on the Units within the TH Neighborhood (to the extent that the Residential Association is directed to obtain such insurance as set forth in

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Article V, Section 1 hereof), the cost of maintaining, repairing and replacing the TH Exterior Improvements and Townhouse Unit Landscaping (and establishing and funding replacement reserves for the TH Exterior Improvements and Townhouse Unit Landscaping) as a Neighborhood Assessment. Any Neighborhood may require that additional services or a higher level of services be provided by the Residential Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Except for the TH Neighborhood, Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood benefited thereby and levied as a Neighborhood Assessment. Neighborhood Expenses for Units within the TH Neighborhood shall be allocated to each Unit in the TH Neighborhood in proportion to the amount that the improved square footage for such Unit bears to the combined total improved square footage of all Units in the TH Neighborhood. As used in this Section, "improved square footage" shall be determined by the Board of Directors and the Board of Directors may consider improved square footage determinations of: (i) the builder of the Unit; (ii) the Harris County Appraisal District; (iii) an appraiser licensed by the Texas Appraiser License and Certification Board; or (iv) other sources.

EXECUTED this 24TH day of FEBRUARY, 2017.

DECLARANT:

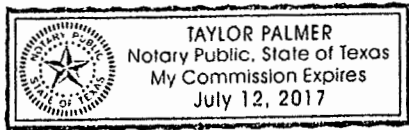
SUEBA 350 LP, a Texas limited partnership

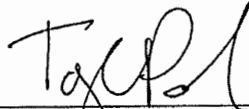
By: **NOBA 350 LLC**, a Texas limited liability company, its General Partner

By: 
John Chiang, Manager

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24 day of FEBRUARY, 2017, by John Chiang, the Manager of NOBA 350 LLC, a Texas limited liability company, General Partner of SUEBA 350 LP, a Texas limited partnership, on behalf of said entities.




Notary Public

AFTER RECORDING RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, Texas 77056

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$36.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

HOMEOWNERS ASSOCIATION OF PARKWAY AT ELDRIDGE

PRESIDENT'S CERTIFICATE

I, the undersigned, do hereby certify:

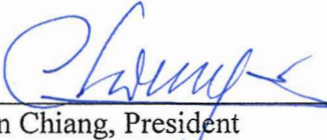
(1) I am the duly elected and acting president of Homeowners Association of Parkway at Eldridge, a Texas non-profit corporation (the "Association"), and,

(2) Attached hereto is a true and correct copy of the First Amendment to By-Laws of Homeowners Association of Parkway at Eldridge.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 24TH day of FEBRUARY, 2017.

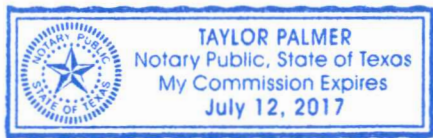
ASSOCIATION:

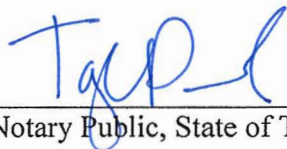
HOMEOWNERS ASSOCIATION OF PARKWAY AT ELDRIDGE, a Texas non-profit corporation

By: 
John Chiang, President

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This instrument was acknowledged before me on this 24 day of FEBRUARY, 2017, by John Chiang, President of Homeowners Association of Parkway at Eldridge, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

WHEN RECORDED, RETURN TO:

Mr. Mark K. Knop
Hoover Slovacek LLP
P. O. Box 4547
Houston, TX 77210-4547