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**HOLD FOR**

**COMMONWEALTH TITLE**

GF # 2617000698

NAME Gralla **FIRST AMENDMENT TO MASTER DECLARATION OF RESTRICTIONS**



AMENDMNT

2006090207

4 PGS

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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THIS FIRST AMENDMENT TO MASTER DECLARATION OF RESTRICTIONS dated July 1, 1999, by and between SANSBURY, LTD., a Texas limited partnership, and LAND TEJAS DEVELOPMENT AT THE BRAZOS NORTH, LLC, a Nevada limited liability company ("Land Tejas"), recorded at File No. 2000000994 of the Fort Bend County Clerk Records ("Declaration"), is entered into by Land Tejas and SANSBURY PROJECT, LTD., a Texas limited partnership ("Sansbury"), successor in interest to Sansbury, Ltd., on this 24<sup>th</sup> day of July, 2006 in order to amend the Declaration as follows:

1. Section 2.1 (b) of the Declaration is hereby amended and completely restated as follows:

"(b) Height. All buildings and other structures constructed at the Property, other than residential buildings for the Limited Residential Use as herein permitted, shall be single story with mezzanine permitted, and shall not exceed forty (40) feet in height (including mechanical fixtures and equipment and screening for same), measured from the finished grade at the Building. Residential Buildings shall not exceed forty (40) feet in height or be more than three (3) stories in height."

2. Section 2.4 of the Declaration is deleted in its entirety, and a new Section 2.4 is inserted in its place as follows:

"2.4 Landscape Buffer. Any portion of a landscape buffer located on the Property, but outside of the Barrier Wall as shown on Exhibit "D", is to be landscaped and maintained by the LMA. The "Landscape Buffer", which refers to that portion of the Property located inside the Barrier Wall which lies within (i) that certain sixteen foot (16') utility easement running alongside the Barrier Wall and (ii) the area between Sansbury Boulevard and that certain thirty-five foot (35') building line extending south from Sansbury Boulevard is to be maintained by the respective Owner(s) thereof. The Owner(s) of the Landscape Buffer have previously conveyed their portion, if any, of the Landscape Buffer located outside of the Barrier Wall to the LMA and accordingly have no responsibility regarding such portion of the Landscape Buffer conveyed by such Owners to the LMA. No improvements shall be constructed upon any Landscape Buffer."

3. Section 3.2 of the Declaration is hereby deleted in its entirety.

4. Section 3.3 of the Declaration is hereby amended and completely restated as follows:

“3.3 Development of the Property. Prior to development of all or any portion of the Property, the Owner thereof shall obtain the Consenting Party’s approval to such developmental plans pursuant to Article VII.”

5. Section 3.4 of the Declaration is hereby amended and completely restated as follows:

“3.4 Limited Residential Use. Any portion of the Property, but no more than two-thirds (2/3) of the Property (no portion of the Option Property being used for such calculation), may be used for residential purposes not exceeding the density of 24 units per acre (“Limited Residential Use”).”

6. Section 3.6 of the Declaration is hereby amended by adding the following to the end of Section 3.6:

“Subject to the approval of the Consenting Party, this Section 3.6 shall not be construed to prevent (i) the operation of an environmentally friendly dry-cleaning facility or (ii) “country store” convenience store which, as part of its business, engages in the retail sale of gasoline on the Property.”

7. Article VII of the Declaration is hereby amended to provide that the approval procedures provided for therein shall apply to all development of the Property. Accordingly, all references to the “Conversion Date” are deleted such that the Approval Procedures found in Section 7.1, and the Method of Approval found in Section 7.2 shall apply to all development of the Property without reference to the “Conversion Date.”

The undersigned confirm that there are no unwritten oral agreements of any kind with respect to the matters to which this First Amendment pertains.

By execution of this First Amendment, neither Sansbury nor Land Tejas is assuming any new obligations not currently set forth in the Declaration.

***[SIGNATURES ON FOLLOWING PAGES]***

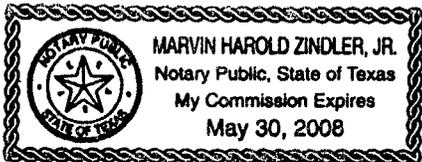
**SANSBURY PROJECT, LTD.,**  
a Texas limited partnership

By: Sansbury Properties, LLC,  
Its Sole General Partner

By: [Signature]  
Name: GOPAL BATHA  
Title: Manager  
Date: 7/24/06

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 24<sup>th</sup> day of July, 2006, by GOPAL BATHA, MEMBER of Sansbury Properties, LLC, a Texas limited liability company, the general partner of Sansbury Project, Ltd., a Texas limited partnership, on behalf of said limited partnership.



[Signature]  
Notary Public, State of Texas

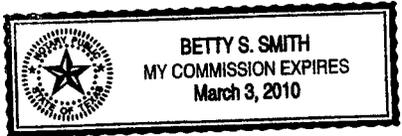
LAND TEJAS DEVELOPMENT AT THE BRAZOS NORTH, L.L.C.

By: *Courtney Grover*  
Name: Courtney Grover  
Title: Co-manager

THE STATE OF TEXAS  
COUNTY OF HARRIS

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This document was acknowledged before me on June 8, 2006, by Courtney Grover, Co-manager of Land Tejas Development at the Brazos North, LLC, a Texas limited liability company, on behalf of said limited liability company.



*Betty S. Smith*  
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dr. Dianne Wilson*

2006 Jul 26 02:42 PM 2006090207  
KW \$21.00

Dianne Wilson, Ph.D. COUNTY CLERK  
FT BEND COUNTY TEXAS