TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF INVERNESS ESTATES SECTION ONE (1) AND INVERNESS ESTATES SECTION TWO (2)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

THAT THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS OF INVERNESS ESTATES SECTION ONE (1) AND INVERNESS ESTATES SECTION TWO (2) (hereinafter referred to as "Amendment"), is made on the date hereinafter set forth by 2920 Venture, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant"), through GAC Management Co., Ltd., a Texas Limited Partnership, its General Partner acting herein by and through its duly authorized officer.

WITNESSETH

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain residential subdivision known as Inverness Estates, according to plat of Inverness Estates, Section One (1) filed of record under Film Code No. 565095 in the Map Records of Harris County, Texas and the plat of Inverness Estates, Section Two (2) filed of record under Film Code No. 569215 in the Map Records of Harris County, Texas

1EE

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain residential subdivision known as Inverness Estates Section Nine (comprised of 93 Lots) and recorded under Film Code No. 668021 of the Map Records of the County Clerk for Harris County, Texas (the "Plat") (the "Additional Property"); and,

WHEREAS. Declarant heretofore conveyed the Initial Property subject to the Declaration of Covenants, Conditions, Restrictions and Easements of Inverness Estates Section One (1) and Inverness Estates Section Two (2) as recorded in County Clerk's File No. Y217987 of the Official Public Records of Harris County, Texas, as the same may be amended from time to time (the "Declaration") which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Property, together with portions of the Annexable Land from time to time brought within the terms hereof pursuant hereto, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the residential subdivision Lots within said lands; and,

WHEREAS, Declarant now wishes to annex the Additional Property to the Initial Property pursuant to the terms of the Declaration and wishes to subject the Additional Property to the covenants, conditions, and restrictions contained in the Declaration.

NOW, THEREFORE: Declarant hereby adopts the following Tenth Amendment which is for the purpose of annexing the Additional Property to the Initial Property and to subject the Additional Property to the covenants, conditions, and restrictions contained in the Declaration. This Tenth Amendment shall run with the Property and shall bind all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs or successors in title and assigns, and shall inure to the benefit of each owner thereof. Except as otherwise defined herein, each capitalized term

used herein shall have the meaning ascribed to such term in the Declaration. Declarant hereby files this Tenth Amendment subject to the following:

- The Owner of the Additional Property is the Declarant.
- 2. The recorded subdivision description of the Additional Property is set out in the Plat which identifies (i) those portions of the Additional Property that are dedicated and/or conveyed to the public or any governmental or quasi-governmental authority for street right-of-way or utility facility purposes, (ii) those portions that are to comprise Lots for construction of Living Units and related improvements, and (iii) those portions that comprise Common Property, if any (those being the only three permitted uses for the Additional Property).
- 3. A mutual grant and reservation of rights and easements of the Owners in and to the existing and annexed Common Property and Common Facilities is hereby made.
- 4. The Additional Property is being added or annexed in accordance with and subject to the provisions of the Declaration, as heretofore amended.
- 5. The Additional Property shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Declaration as heretofore and hereafter amended.
- 6. All of the provisions of the Declaration, as heretofore amended, shall apply to the Additional Property with the same force and effect as if the Additional Property were originally included in the Declaration as part of the Initial Property.
- 7. A vendor's lien is herein reserved in favor of the Inverness Houston Property Owners Association, Inc., in the same manner as provided in the Declaration, to secure collection of the Assessments provided for, authorized or contemplated in the Declaration.
- 8. After this annexation is made, all assessments collected by the Inverness Houston Property Owners Association, Inc. from the Owners in the Additional Property shall be commingled with the Assessments collected from all other Owners so that there shall be a common maintenance fund for the Property.
- 9. Nothing in this Tenth Amendment shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex any additional land to the Property.

Except as otherwise defined herein, all other conditions, covenants and restrictions will remain in the same force and effect as described in the Declaration.

[Signature appears on the following page.]

ER 062 - 13 - 1593

2920 VENTURE, LTD., A TEXAS LIMITED PARTNERSHIP

3OR

By: GAC Management Co., Ltd., General Partner

GA Companies, LLC, General Partner

By: David Garrett, Vice President

STATE OF TEXAS

§

COUNTY OF HARRIS

8

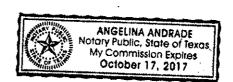
Before me, a notary public, on this day personally appeared David Garrett, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

By:

Given under my hand and seal of office this the & day of October, 2014.

NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING, RETURN TO: 2920 Venture, Ltd. 10003 N.W. Military Hwy., Suite 2201 San Antonio, Texas 78231



20140460092 # Pages 4 10/13/2014 13:20:46 PM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY STAN STANART COUNTY CLERK Fees 24.00

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