

**FIFTH AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FONDREN SOUTHWEST NORTHFIELD, SECTION EIGHT**

This FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, FONDREN SOUTHWEST NORTHFIELD, SECTION EIGHT (“**Fourth Amendment**”) is made and effective this \_\_\_\_ day of February, 2018 (“**Effective Date**”), by NorthfieldDH, LLC, a Texas limited liability company (“NorthfieldDH”), owner of more than sixty-six percent (66%) of the Lots in Fondren Southwest Northfield, Section Eight, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 327, Page 108 of the Map Records of Harris County, Texas (the “**Subdivision**”), and amends that certain Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight dated February 16, 1983, filed for record on February 28, 1983 under Clerk’s File Number H-833185 of the Public Records of Harris County, Texas and recorded under Film Code No. 039-83-1721, as amended by that First Amendment of Declaration of Covenants and Restriction, Fondren Southwest Northfield, Section Eight dated August 1, 1984, filed for record on October 31, 1984 under Harris County Clerk’s File Number J-759792 and recorded under Film Code No. 098-88-2130 (the “**First Amendment**”), that Second Amendment of Declaration of Covenants and Restriction, Fondren Southwest Northfield, Section Eight dated November 30, 1989, filed for record on December 1, 1989 under Harris County Clerk’s File Number M-421770 and recorded under Film Code No. 163-67-0675 (the “**Second Amendment**”) and that Third Amendment of Declaration of Covenants and Restriction, Fondren Southwest Northfield, Section Seven dated January 26, 2016, filed for record on January 25, 2016 under Harris County Clerk’s File Number RP-2016-30808 (the “**Third Amendment**”) and that Fourth Amendment of Declaration and Restriction, Fondren Southwest Northfield, Section Eight dated June 30, 2016, filed for record on July 1, 2016 under Harris County Clerk’s File Number RP-2016-286280 (the “**Fourth Amendment**”) (the Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment shall collectively be referred to as the “**Declaration**”).

RECITALS:

WHEREAS, Article X, Section 7 of the Declaration provides, in part, that the Declaration may be amended during the initial forty (40) year term by an instrument executed by the Owners of sixty-six percent (66%) of the Lots or the Subdivision; and

WHEREAS, Declarant owns more than sixty-six percent (66%) of the Lots in the Subdivision; and

WHEREAS, Declarant owns Lots 24-26, Block 5 of Fondren Southwest Northfield, Section Eight (“Lots 24-26); and

WHEREAS, Declarant desires to amend the Declaration to remove any residential restrictions on Lots 24-26 and designate Lots 24-26 as an Unrestricted Reserve.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, Declarant hereby amends the agreement as follows:

1. Article VI, Section 1 of the Declaration is hereby amended to add the following sentence to end of this Section:

“Notwithstanding anything herein to the contrary, Lots 24-26, Block 5 of Fondren Southwest Northfield Section Eight shall not be subject to the residential use restriction set forth in this Declaration and may be re-platted as an unrestricted reserve which may be used as a school.”

2. Except as herein modified, all other terms and conditions of the Declaration, as amended, shall remain in full force and effect, and the parties hereto affirm, ratify, and approve the terms and conditions of said Declaration as amended and supplemented.
3. In the event of a conflict between the terms of the Declaration as amended and supplemented and this Fifth Amendment, this Fifth Amendment shall control for all purposes.
4. All defined terms and phrases herein contained shall have the same meaning as ascribed to in the Declaration as amended and supplemented, except as otherwise expressly stated herein.
5. This Fifth Amendment may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitute one and the same agreement.
6. This Fifth Amendment may contain telecopied or PDF signatures which shall be deemed genuine original signatures for all purposes.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

NORTHFIELD DH, LLC, a Texas limited liability company

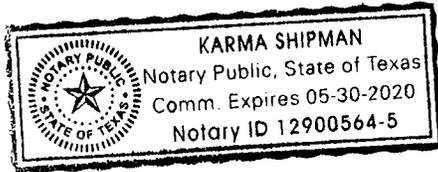
By: \_\_\_\_\_  
Jacob S. Polatsek, Manager

Date: \_\_\_\_\_  
2.22.18

THE STATE OF TEXAS §

COUNTY OF Harris §

THIS INSTRUMENT was acknowledged before me on the 22 day of February, 2018 by Jacob S. Polatsek, Manager of Northfield DH, LLC a Texas limited liability company, on behalf of said entity.



\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

RP-2018-81093

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# Pages 4  
02/27/2018 12:28 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

RP-2018-81093