

**FIRST AMENDMENT OF DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SHERWOOD OAK GARDENS**

This First Amendment of Declaration of Covenants, Conditions and Restrictions for **SHERWOOD OAK GARDENS** ("**First Amendment**") is made effective on February 1, 2017, by **SHERWOOD FOREST LAND DEVELOPMENT, LLC**, a Texas limited liability company ("**Declarant**"), and modifies and amends the Declaration of Covenants, Conditions and Restrictions for **SHERWOOD OAK GARDENS** ("**Declaration**") recorded under Harris County Clerk's File No. RP-2016-195408 of the Official Public Records of Real Property for Harris County, Texas. All terms contained herein which are not specifically defined, shall have the same meaning as the meaning ascribed to such term in the Declaration.

**R E C I T A L S**

Declarant is the owner of real property described in Exhibit "A" known as **SHERWOOD OAK GARDENS** ("**Subdivision**").

Declarant desires to modify, amend and supplement the Declaration as further herein further provided in order to further establish a uniform plan for its development and improvement, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots (as defined herein) in the Subdivision. To the extent any term, provision, or condition contained in this First Amendment is in conflict with any term, provision or condition contained in the Declaration, this First Amendment shall control. Except as specifically modified, amended or supplemented in this First Amendment, all other terms, conditions and provisions of the Declaration are hereby ratified and affirmed.

**NOW THEREFORE**, Declarant hereby adopts, establishes and imposes upon the Subdivision the following reservations, easements, restrictions, covenants and conditions, which shall run with the land and title or interest therein, or any part thereof, and shall inure to the benefit of each Owner in the Subdivision as a whole, whether or not set out in full or incorporated by reference in any deed or other instrument of conveyance.

**ARTICLE I  
AFFECTED LOTS**

This First Amendment applies only to Lots 5, 6, 7 and 8 (both inclusive), in Block 2 of the Subdivision (the "*Affected Lots*"). All of Affected Lots adjoin Reserve G in Block 2 of the Subdivision which is a Common Area. Other Lots or Common Areas in the Subdivision shall not be affected by this First Amendment.

**ARTICLE II  
AESTHETICS AND LANDSCAPING**

To maintain the aesthetics between the Affected Lots and Reserve G, and for the benefit of each of the Affected Lots, the landscaping and plantings have been provided by the Declarant on the areas of each of the Affected Lots which is adjacent to the Reserve G ("*Affected Areas*"). The Owners of the Affected Lots may not alter, change or remove the landscaping and plantings on the Affected Areas without first obtaining the written approval of the ACC. Notwithstanding the provisions of Section 4.09 of the Declaration, it shall be the responsibility of the Association to maintain and/or replace if necessary the landscaping and plantings within the Affected Areas. Notwithstanding any provision contained in Section 2.05 to the contrary, or apparent contrary, the Association hereby reserves an easement that allows access to the Affected Areas of each of the Affected Lots for the purpose of maintaining and/or replacing if necessary the landscaping and plantings within the Affected Areas of each of the Affected Lots, and each conveyance of an Affected Lot shall be subject to such right.

**IN WITNESS WHEREOF**, Declarant executes this Declaration, effective on February 1, 2017.

**DECLARANT:**

**SHERWOOD FOREST LAND DEVELOPMENT, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
**Shahem Barazi, President**

**THE STATE OF TEXAS:**

**COUNTY OF HARRIS:**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017,  
by SHAHEM BARAZI, President on behalf of SHERWOOD FOREST LAND DEVELOPMENT,  
LLC, a Texas limited liability company.

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*Notary Public in and for the State of T E X A S*

*My Commission Expires:*

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**CONSENT OF LIENHOLDER:**

The undersigned, **GREEN BANK**, being the owner and holder of the liens against SHERWOOD OAK GARDENS, a subdivision in Harris County, Texas according to the map or plat thereof filed under Film Code No. 672239 of the Official Public Records of Real Property of Harris County, Texas Harris County, Texas do hereby consent to the foregoing Declaration of Covenants, Conditions and Restrictions, and do further agree that liens against the property will be subordinate to the restrictions created hereby, except in no event shall this subordination apply to the Assessments provided for in Article VI.

GREEN BANK

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**THE STATE OF TEXAS:**

**COUNTY OF HARRIS:**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_ (Name of Officer), \_\_\_\_\_ (Title of Officer)  
on behalf of GREEN BANK.

\_\_\_\_\_  
*Notary Public in and for the State of TEXAS*

*My Commission Expires:*

\_\_\_\_\_

**EXHIBIT "A"**  
**(Property Description)**

All property within **SHERWOOD OAK GARDENS**, including without limitation, Lots 1 through 27, both inclusive, in Block 1, Lots 1 through 10, both inclusive, in Block 2, all Reserves (being Reserves "A", "B", "C", "D", "E", "F" and "G"), and the Private Streets (Savannah Woods Lane Pvt., Savannah Cedar Lane Pvt. and Savannah Oaks Lane Pvt.), a subdivision in Harris County, Texas according to the map or plat thereof filed under Film Code No. 672239 of the Official Public Records of Real Property of Harris County, Texas