

Amend

S526558

513-74-1555

AMENDMENT TO RESTATED COVENANTS
AND RESTRICTIONS OF BAL HARBOUR

Lee

THE STATE OF TEXAS
COUNTY OF HARRIS

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07/03/97 100512683 S526558 \$17.00

The members of Bal Harbour Association, acting in accordance with the Amendment to Restated Covenants and Restrictions of Bal Harbour, dated July 8th, 1986, and recorded under Harris County Clerk's File No. K629277, and Film Code No. 052-66-0764 through 052-66-0796, do hereby amend said restrictions to change Article VII.

Article VII shall read as follows:

FILED FOR RECORD
8:00 AM

ARTICLE VII

JUL 3 1997

INSURANCE

Suzette B. Ferguson

Section 1. Insurance for General Liability

County Clerk, Harris County, Texas

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COMMON PROPERTIES and ASSOCIATION Activities: The Board of Directors of the ASSOCIATION shall obtain general liability insurance in such limits as it deems desirable, insuring the ASSOCIATION, its Board of Directors, agents and employees, and each OWNER, from and against liability which may arise out of or be in connection with the COMMON PROPERTIES or with ASSOCIATION activities. The cost, charges and premiums for this insurance shall be a common expense of all OWNERS and shall be a part of the MAINTENANCE FEE.

Section 2. Insurance on COMMON PROPERTY

The Board of Directors of the ASSOCIATION shall obtain and continue in effect blanket insurance on all real and personal property owned by the ASSOCIATION, including but not limited to buildings, equipment, and structures. This insurance shall be equal to the full replacement value of all buildings and structures in the common areas. The cost, charges, and premiums for this insurance shall be a common expense of all OWNERS and shall be a part of the MAINTENANCE FEE. Proceeds from any claim for damage to COMMON PROPERTY will be used at the discretion of the Board of Directors for repairs or improvements to common properties, or placed in reserve for future capital expenses.

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Section 3. Insurance on LIVING UNITS

The Board of Directors of the ASSOCIATION has the authority to obtain blanket property insurance coverage on all LIVING UNITS, carports, additions, and improvements. The insurance may include casualty, flood, or both. In the event that the Board of Directors is not able to obtain, or elects not to obtain a blanket policy or policies, the OWNER of each individual LIVING UNIT shall be responsible for obtaining appropriate casualty or flood insurance on their owned LIVING UNIT(S).

3.1 Blanket Casualty and Flood Insurance Coverage: In the event that the Board of Directors elects to obtain blanket insurance coverage on all LIVING UNITS, either casualty, flood, or both, the Board of Directors shall assure that the policy is issued by a solvent, reputable insurance company (having a Best rating of A-10 or better) licensed to do business in the State of Texas. In the event a policy is not available from a state licensed carrier, the Board of Directors may contract with a Guarantee Fund member surplus lines carrier (having the equivalent of a Best rating of A-10 or better) authorized to issue policies in the State of Texas. Any blanket insurance coverage shall be for the full replacement value of the LIVING UNIT, including any and all improvements. The cost, charges, and premiums for this insurance shall be prorated to each OWNER and shall be in addition to the MAINTENANCE FEE. The prorated portion of insurance cost each OWNER pays shall be equal to the percentage portion of insured value the OWNER'S LIVING UNIT(S) is to the total insured value of all LIVING UNITS insured by the ASSOCIATION.

The ASSOCIATION shall furnish notice that insurance is in force to an OWNER or a lien holder from time to time as requested in writing. The Board of Directors of the ASSOCIATION shall provide not less than 60 days notice to the OWNERS if any blanket policy is to be canceled, or the Board of Directors or insurance carrier elects not to renew a blanket policy.

3.2 Individual Casualty and Flood Insurance Coverage: In the event that the Board of Directors is not able to obtain, or elects not to obtain, either blanket casualty or flood insurance coverage on all LIVING UNITS, the OWNER of each individual LIVING UNIT shall obtain and continue in effect on each owned LIVING UNIT, casualty insurance, flood insurance, or both, against loss or damage by fire, flood, or any and all other risks insured by standard policies approved

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for issue in the State of Texas. This insurance shall be in an amount not less than the full replacement value of the LIVING UNIT, including any and all improvements. Each OWNER shall assure that any policy is issued by a solvent, reputable insurance company (having a Best rating of A-10 or better) licensed to do business in the State of Texas or a Guarantee Fund member surplus lines carrier (having the equivalent of a Best rating of A-10 or better) authorized to issue policies in the State of Texas. Each OWNER shall furnish proof of insurance coverage to the ASSOCIATION annually on the anniversary date of such coverage, or from time to time upon written request of the Board of Directors, or within 30 days following any change in insurance.

Section 4. Insurance on Personal Property

Each OWNER is responsible, at their own expense and costs, for personal casualty and flood insurance on the contents of their LIVING UNIT including decoration, furnishings and personal property therein; their personal property stored elsewhere on the PROPERTIES; and for personal liability not covered by the liability insurance for all OWNERS described in Section 1 of this ARTICLE.

Section 5. Repairs, Rebuilding or Replacement (excluding routine maintenance) of

LIVING UNITS

The ASSOCIATION may or may not, as stated in Section 3 of this ARTICLE, acquire blanket insurance policies to cover losses by fire, storm and other casualties and flood. Section 5 sets out the responsibilities of the ASSOCIATION and the OWNER(S) of LIVING UNIT(S) depending on whether or not the ASSOCIATION acquires certain insurance.

5.1 ASSOCIATION'S Responsibility - LIVING UNIT(S)

5.1.1 Casualty: If the ASSOCIATION acquires a blanket policy for casualty insurance on the structure of all LIVING UNITS, the ASSOCIATION shall be responsible for all repairs, rebuilding or replacement of the structure of LIVING UNIT(S) following damage covered in the ASSOCIATION'S blanket casualty policy.

5.1.2 Flood: In the ASSOCIATION acquires a blanket flood insurance policy on the structure of all LIVING UNITS, the ASSOCIATION shall be responsible for all repairs, rebuilding and replacement of the structure of LIVING UNIT(S) due to damage caused by rising water or otherwise defined as caused by an occurrence covered by flood insurance.

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5.2 OWNERS' Responsibility - LIVING UNIT(S)

5.2.1 Casualty: If the ASSOCIATION does not acquire a blanket policy for casualty insurance covering the structure of all LIVING UNITS, then each OWNER shall be responsible for all repairs, rebuilding and replacement of the structure of LIVING UNIT(S) following damages from storm, fire or other causes, excepting flood.

5.2.2 Flood: If the ASSOCIATION does not acquire a blanket policy for flood insurance covering the structure for all LIVING UNITS, then each OWNER shall be responsible for all repairs, rebuilding or replacement to the structure of their owned LIVING UNIT(s) due to damages caused by rising water or otherwise defined as caused by an occurrence normally covered by flood insurance.

5.3 OWNERS' Responsibility - LIVING UNIT Personal Property/Contents

OWNERS of LIVING UNIT(S) are always responsible for repairs, rebuilding or replacement of personal property/contents of their owned LIVING UNIT(S) regardless of the cause of damage.

5.4 General Criteria for Repairs

All repairs, rebuilding or replacement, regardless of whether the ASSOCIATION or the OWNER obtains the policy, shall be completed within a reasonable period of time following the incident in which damage occurred. The "reasonableness" of the time required for completion of repairs, rebuilding or replacement shall be determined by the Board of Directors of the ASSOCIATION using a comparison with other time requirements for similar repairs, rebuilding or replacement.

All repairs, rebuilding or replacement shall be done in a manner, style and quality that returns the LIVING UNIT(S) to the condition equal to, or better than that existing immediately prior to the damaging incident. The workmanship for all repair, rebuilding or replacement shall be in keeping with the appearance and quality of surrounding LIVING UNITS. Any repairs, rebuilding or replacement of the exterior of a LIVING UNIT that causes it to be different in any way from the previously existing structure shall be submitted for review by the Architectural Control Committee of the ASSOCIATION and approved by the Board of Directors of the ASSOCIATION, as specified in Article VIII of the MAY 1986 Covenants and Restrictions, prior to initiation of repair, rebuilding or replacement.

513-74-1559

This Amendment was adopted by the affirmative vote of two-thirds of all members of the Bal Harbour Association.

Nothing herein is intended to alter, modify or amend the Amendment to Restated Covenants of Bal Harbour recorded under Clerk's File No. K629277, and Film Code No. 052-66-0764 through 052-66-0796, except as specifically provided hereinabove.

DATED THIS 27th day of June, 1997.

ATTEST:

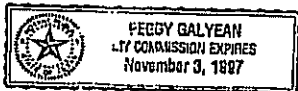
By *[Signature]*
Ann W Goff
(Print Name) Secretary

BAL HARBOUR ASSOCIATION

By *[Signature]*
John E Garrison
(Print Name) President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 27th day of June, 1997, by John E Garrison, President of BAL HARBOUR ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Print or Stamp Name of Notary)

RETURN TO:

MARILYN MIESZKUC
17044 El Camino Real
Houston, Texas 77058

513-74-1560

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 _____
Square on the date and at the time stamped hereon by me, and was
day RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on:

JUL 3 1997



Beverly S. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS