

**REVISED INSURANCE AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR MARLBOROUGH SQUARE, SECTION I**

THE STATE OF TEXAS

THE COUNTY OF HARRIS

WHEREAS, on January 22, 1981, Lakeside Townhomes, a Texas Limited Partnership (hereinafter referred to as "Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions for Marlborough Square, Section I (hereinafter referred to as "Declaration"), filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. G8-4720, and recorded under Film Code No. 176-97-2201 in the Official Public Records of Real Property of Harris County, Texas, imposing on Marlborough Square, Section I, a subdivision in Harris County, Texas, according to the plat (map) thereof recorded in the Real Property Records of Harris County, Texas, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof, and additionally bringing said subdivision within the jurisdiction of the Marlborough Square, Section I Owners' Association, Inc., a Texas non-profit corporation, which operates under the assumed name of the Stratford Townhomes Association (hereinafter referred to as the "Association"); and

WHEREAS, on May 8, 2001, the Association executed that certain Insurance Deductible Resolution for Stratford Townhomes, filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. V035927, and the Association later passed the "Association's Responsibility for Exterior Maintenance" policy, said Amendment and policy revising in part Sections 5.04 of Article 5 of the Declaration and 6.04 of Article 6 of the Declaration.

WHEREAS, Article 11 of the Declaration (at page 24) provides that the Declaration may be amended with an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the owners; and

WHEREAS, sixty-six and two-thirds percent (66-2/3%) of the owners, as defined in the Declaration, desire to supplement and amend the Declaration and First Amendment in order to insure and preserve the value and integrity of the Property, and

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COUNTY CLERK
HARRIS COUNTY, TEXAS

WHEREAS, the owners of at least sixty-six and two-thirds percent (66-2/3%) of the lots encompassed within and subject to the provisions of the Declaration desire to amend the Declaration and First Amendment, pursuant to their right to do so, in order to provide for a more complete insurance coverage for the townhouses at Marlborough Square, Section I, and

WHEREAS, the owners of at least sixty-six and two-thirds percent (66-2/3%) of the lots encompassed within and subject to the provisions of the Declaration, desire that the remaining terms and provisions of the Declaration and the First Amendment remain the same.

NOW, THEREFOR, KNOW ALL MEN BY THESE PRESENTS, THAT the Declaration is hereby amended as follows:

Section 5.04. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of such Owner's Townhouse and for insuring the Owner's improvements, alterations, additions and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided. Each Owner, at such Owner's own cost and expense, must carry an individual standard Texas Homeowner's policy or a Standard Texas Homeowner's (HO-CON-B) Policy, together with a \$10,000 Loss Assessment Rider, and a minimum \$100,000 personal liability insurance, insuring against the liability of such Owner, inasmuch as liability insurance policies to be carried by the Association may, as to each Owner, be only with respect to such Owner's liability arising out of the ownership, maintenance, or repair of that portion of the Project which is not reserved for his exclusive use or occupancy. Except for personal liability claims which have no cap, there is a \$10,000 maximum stop-loss cap on any one Owner per occurrence. Any remaining balance of the insurance deductible will be assessed equally to the remaining Owners. All Owners shall, by January 31st of each year or at any time with 10 day written request, provide a copy of their policies to the Association and each policy purchased shall name the Association as an additional insured. The Association shall also be provided with all renewal policies and any cancellations. Should an Owner not provide coverage as required above, the Association, after 10 day written notice may, but is not required to, purchase a required policy for the Owner and bill the Owner for the premiums as

assessments.

Section 6.04. Responsibility and Indemnity by Owner Subject to the provisions of Section 5.03, each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner or such Owner's family, agents, employees and invitees or from any losses originating from such Owner's unit, and, to the extent not covered by the insurance proceeds collected by the Association, each Owner, by virtue of acceptance or ownership of a Townhouse, hereby indemnifies the Association and all other Owners against any such costs. Said costs include, but are not limited to, the insurance deductible, losses to neighboring Units and common areas. When insurance claims include both insurance proceeds and Owner proceeds, the Association has complete control over both proceeds and all decisions for repairs, settlements and the arbitration of any disputes attributable to any insurable loss.

Deborah Henry
Deborah Henry

Dated the 19 day of March, 2007.

Before me, the undersigned authority, on this day personally appeared Deborah Henry, President of Marlborough Square, Section I Owners' Association, Inc., a Texas non-profit corporation, which operates under the assumed name of the Stratford Townhomes Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least sixty-six and two-thirds percent (66-2 3/3%) of the lot owners had approved this Amendment in writing and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Association.

Given under my hand and seal of office, this the 19 day of March, 2007.

John Lightfoot
Notary Public, State of Texas

Return to:
Mr. Wayne D. Murray, CMP
Property Masters, Inc.
11311 Richmond, Suite L-103
Houston, TX 77082



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in my office on the date and at the hour specified herein by me and was also RECORDED in the Official Public Records of said County of Harris Texas on

RECORDER'S MEMORANDUM:
At the time of recording of this instrument was found to be inadequate for the purpose of electronic reproduction because of illegible characters of photo copy, discolored paper, and illegible additions and changes were present at the time the instrument was filed and recorded.

APR - 2 2007



Carol B. Keyser
COUNTY CLERK
COUNTY OF HARRIS, TEXAS