

J201761

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MEADOW LAKE, SECTION II, A SUBDIVISION  
IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

WHEREAS, on the 11th day of July, 1983, MEADOW LAKE ASSOCIATES, a Texas joint venture composed of JOHN BURLEY CORPORATION, a Texas corporation, and R & S LAND COMPANY, a Texas corporation, as Declarant and Owner of that certain property known as MEADOW LAKE, SECTION II, a subdivision in Harris County, Texas, according to a map or plat thereof recorded in Volume 314, Page 71, of the Map Records of Harris County, Texas, filed an instrument entitled Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section II, a Subdivision in Harris County, Texas, in the Real Property Records of Harris County, Texas, which document was filed under Harris County Clerk's File Number JO36793; and

WHEREAS, the Declarant, MEADOW LAKE ASSOCIATES, a Texas joint venture composed of JOHN BURLEY CORPORATION, a Texas corporation, and R & S LAND COMPANY, a Texas corporation, is desirous of amending the Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section II, a Subdivision in Harris County, Texas, to amend Article VI, Section 3;

WHEREAS, Article VI, Section 3, provides:

Section 3. Rate of assessment. The maintenance charge on Class B Lots shall be a minimum of 50% of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot on the date these Covenants, Conditions and Restrictions are recorded. The entire accrued charge (of said rate stated above per month) on each Lot shall become due and payable on the date such Lot converts from a Class B to a Class A Lot by reason of the Owner's purchase of a residence thereon. For the first year of ownership or any fraction thereof, the assessment shall be the number of months the Lot has been occupied by a homeowner times the monthly assessment rate

payable on January 1, for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1, of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$240.00 per Lot per month, or \$20.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

WHEREAS, it is the desire of MEADOW LAKE ASSOCIATES to amend said Article VI, Section 3, by execution of this amendment, and this amendment will be controlling when inconsistent with the Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section II, a Subdivision in Harris County, Texas, Harris County Clerk File Number JO36793 dated July 11, 1983.

WHEREAS, Declarant desires to continue the uniform plan for the development, improvement and sale of the residential lots in said Meadow Lake, Section II, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of said residential lots in said Subdivision.

NOW, THEREFORE, Declarant does hereby amend the aforesaid Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section II, Article VI, Section 3, and does adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all of the above listed residential lots in said Subdivision which shall constitute covenants running with the title of said residential lots and which shall be binding upon and inure to the benefit of Declarant, his successors and assigns, and each and every purchaser of any of said residential lots and their respective heirs, administrators, successors and assigns, and each and all

of such beneficiaries and, further, the Meadow Lake Homeowners' Association shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate:

Section 3. Rate of assessment. The maintenance charge on Class B Lots shall be a minimum of 50% of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot on the date these Covenants, Conditions and Restrictions are recorded. The entire accrued charge (of said rate stated above per month) on each Lot shall become due and payable on the date such Lot converts from a Class B to a Class A Lot by reason of the Owner's purchase of a residence thereon. For the first year of ownership or any fraction thereof, the assessment shall be the number of months the Lot has been occupied by a homeowner times the monthly assessment rate payable on January 1, for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1, of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$20.00 per Lot per month, or \$240.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

EXECUTED this 26<sup>TH</sup> day of OCTOBER, 1983.

MEADOW LAKE ASSOCIATES, a Texas  
joint venture composed of JOHN  
BURLEY CORPORATION, a Texas  
corporation, and R & S LAND COMPANY,  
a Texas corporation.

JOHN BURLEY CORPORATION, a venturer

By: John B. Burley  
John Burley, President

R & S LAND COMPANY, a venturer

By: Clyde Speed  
Clyde Speed, Vice President

ATTEST:

By: Sharon Wiswell  
Sharon Wiswell, Asst. Vice Pres.

LIENHOLDER:

ALLIED BANK OF TEXAS  
By: James H. Albert  
James H. Albert  
Vice President

FEDERAL HOUSING ADMINISTRATION

By: James M. Wilson  
JAMES M. WILSON

VETERANS ADMINISTRATION

By: AME C. STAFFORD  
AME C. STAFFORD

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John Burley, President of John Burley Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of October, 1983.

AME C. STAFFORD  
Notary Public in and for  
Harris County, Texas  
My commission expires: 9-26-85

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Clyde Speed, Vice President of R & S Land Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4<sup>th</sup> day of October, 1983.

Mary Stephenson

Notary Public in and for Harris County, Texas

My commission expires: 3/31/85

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James H. Albert, Vice President of Allied Bank of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of October, 1983.



Deanna G. Thompson

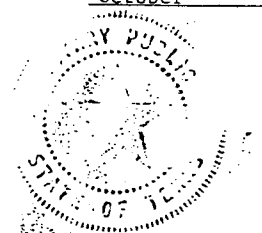
Deanna G. Thompson  
Notary Public in and for Harris County, Texas

My commission expires: March 12, 1986

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James M. Wilson, of the Federal Housing Administration, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of October, 1983.



Glynda L. Powell

Glynda L. Powell  
Notary Public in and for Harris County, Texas

My commission expires: 8-11-85

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Allen C. Stafford, of the Veterans Administration, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of October, 1983.

*[Signature]*

Notary Public in and for  
State of Harris County, Texas

My commission expires: March 12, 1984

Return to:  
  
General Homes Corporation  
7322 Southwest Freeway  
Suite 1600  
Houston, Texas 77074  
  
Attention: Mary E. Jacobs

RECORDER'S MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.

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  
hereby by me; and was duly RECORDED, in the Official  
Public records of Real Property of Harris County, Texas on

OCT 24 1983



*[Signature]*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED  
1983 OCT 24 PM 12:16  
*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS