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THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOW LAKE, SECTION II

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, by instrument dated February 24, 1983, MEADOW LAKE ASSOCIATES, a Texas joint venture composed of JOHN BURLEY CORPORATION and R & S LAND COMPANY, as Declarant, caused to be filed that certain Declaration of Covenants, Conditions and Restrictions for MEADOW LAKE, SECTION II, under Harris County Clerk's File Number J-036793 of the Deed Records of Harris County, Texas, which Declaration imposes certain Covenants, Conditions and Restrictions upon the property described in the Declaration and below, to-wit:

That certain tract or parcel of land known as MEADOW LAKE, SECTION II, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 314, Page 71, of the Map Records of Harris County, Texas.

and,

WHEREAS, such Declaration of Covenants, Conditions and Restrictions for MEADOW LAKE, SECTION II, was duly amended on two (2) occasions by instruments dated October 20, 1983, and April 5, 1984, and duly recorded under Harris County Clerk's File Numbers J-201761 and J-465756, respectively, of the Deed Records of Harris County, Texas; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for MEADOW LAKE, SECTION II, as amended, provides that such instrument may be amended at any time by an instrument setting forth the changes, signed by a majority of the then owners of the lots in MEADOW LAKE, SECTION II and duly recorded in the Real Property Records of Harris County, Texas; and

WHEREAS, it is the desire of the undersigned, at least a majority of the owners of the lots in MEADOW LAKE, SECTION II, to amend the Declaration of Covenants, Conditions and Restrictions for MEADOW LAKE, SECTION II, as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits of the parties hereto, it is stipulated and agreed by and between the parties as follows:

Section 3 of Article VI of the Declaration is hereby amended to read as follows:

Section 3. Rate of Assessment. The maintenance charge on Class B Lots and Builder owned Lots shall be fifty (50%) percent 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, if the Lot is acquired prior to January 1, 1986, the assessment shall be the number of months the Lot has been occupied by a Homeowner times the monthly assessment rate applicable for the year in which the Lot is acquired. Thereafter, until January 1, 1986, the maintenance charge will be collected annually in the amount of the annual assessment, payable on January 1st of each year for the preceding year. Beginning January 1, 1986, the assessment to be paid by all Lot Owners shall be converted so that the annual assessment is paid as follows:

- A. The annual assessment applicable for 1985 shall be due and payable on January 1, 1986;
- B. The annual assessment applicable for 1986 shall be due and payable in two (2) equal installments as follows: one-half (1/2) of the annual assessment shall be due on April 1, 1986, and one-half (1/2) of the annual assessment shall be due on October 1, 1986;
- C. For each year after 1986, the annual assessment, shall be due and payable in two (2) equal installments as follows: One-half (1/2) of the annual assessment shall be due on April 1 of the assessment year and one-half (1/2) of the annual assessment shall be due on October 1 of the assessment 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 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 shall be uniform and in no event shall 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 may collect special assessments as well as annual charges whenever special assessments are approved in accordance with Section 9 of this Article VI.

Section 5 of Article VI of the Declaration is hereby amended to read as follows:

Section 5. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1.5%) per month on the unpaid balance; provided, however, that in no event shall the interest rate on unpaid assessments be greater than the maximum interest allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as a mortgage or Deed of Trust lien, and each Owner, by acceptance of the Deed to his Lot hereby grants to the Association a power of sale. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

EXECUTED on the date set opposite each name.

APPROVED:

FEDERAL HOUSING ADMINISTRATION *lv*

William Robertson, Jr.
By: William Robertson, Jr.
Deputy Manager

THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared William Robertson, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this the 28th day of October, 1985.

Glynda L. Powell
NOTARY PUBLIC - STATE OF TEXAS

Commission Expires: 8-11-89

Name Glynda L. Powell

Return to:
LIFE STYLE MANAGEMENT
1445 North Loop West
Suite 950
Houston, Texas 77008

032-69-0376

APPROVED:

VETERANS ADMINISTRATION

E. F. Janak
By: E. F. JANAK
Chief, Construction and Valuation

THE STATE OF TEXAS

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared E. F. JANAK, CHIEF, C & V Section, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this the 26th day of November, 1985.

Marcellee Ivey
NOTARY PUBLIC - STATE OF TEXAS

Commission Expires: 10-31-88

Name MARCELLEE IVEY

FILED
NOV 26 3 11 PM 1985
Quita Padilla
COUNTY CLERK
HARRIS COUNTY, TEXAS