

THIRD AMENDMENT TO
DECLARATION OF

FILED

Dec 30 12 01 PM 1981

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADOW LAKE, SECTION I, A SUBDIVISION
IN HARRIS COUNTY, TEXAS

Christa R. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS)
COUNTY OF HARRIS)

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WHEREAS, on the 26th day of November 1980, 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 I, a subdivision in Harris County, Texas, according to a map or plat thereof recorded in Volume 299, Page 74 of the Map Records of Harris County, Texas, filed an instrument entitled Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section I, 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 G-773384; and

WHEREAS, on the 4th day of May, 1981, 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 I, a subdivision in Harris County, Texas, according to a map or plat thereof recorded in Volume 299, Page 74 of the Map Records of Harris County, Texas, filed an instrument entitled Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section I, 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 G959355; and,

WHEREAS, on the 4th day of May, 1981, 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 I, a subdivision in Harris County, Texas, according to a map or plat thereof

recorded in Volume 299, Page 74 of the Records of Harris County, Texas, filed an instrument entitled Conditional Assignment of Declarant's Rights for Meadow Lake, Section I, a Subdivision in Harris County, Texas, which document was filed under Harris County Clerk's File Number G959354; and,

WHEREAS, on the 4th day of May, 1981, GENERAL HOMES CONSOLIDATED COMPANIES, INC., d/b/a GENERAL HOMES, INC., a Texas corporation, as Declarant and Assignee and owner of that certain property known as MEADOW LAKE, SECTION I, a subdivision in Harris County, Texas, filed an instrument entitled Second Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section I, a Subdivision in Harris County, Texas. Said instrument was filed in the Real Property Records of Harris County, Texas, under Harris County Clerk's File Number G959356; and

WHEREAS, the Assignee and Declarant, GENERAL HOMES CONSOLIDATED COMPANIES, INC., d/b/a GENERAL HOMES, INC. is desirous of amending the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section I, a Subdivision in Harris County, Texas to correct the Harris County Clerk's File Numbers in the following manner and to amend Article VI, Section 4:

Harris County Clerk File Number G959354 is for the document titled Conditional Assignment of Declarant's Rights for Meadow Lake, Section I, a Subdivision in Harris County, Texas.

Harris County Clerk File Number G959355 is for the document titled Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section I, a Subdivision in Harris County, Texas.

WHEREAS, Article VI, Section 4 provides:

Section 4. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$15.00 per Lot. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the the first day of January of each year. Written notice of the annual assessment shall be sent to every owner subject thereto. The dates shall be established by the Board of Directors.

WHEREAS, it is the desire of GENERAL HOMES CONSOLIDATED COMPANIES, INC., d/b/a GENERAL HOMES, INC. to amend said Article VI, Section 4, by execution of this amendment, and this amendment will be controlling when inconsistent with such Second Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Lake, Section I, a Subdivision in Harris County, Texas, Harris County Clerk File Number G959356 dated May 4, 1981

WHEREAS, Declarant desires to continue the uniform plan for the development, improvement and sale of the residential lots in said Meadow Lake, Section I, 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 I, Article VI, Section 4, 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 4. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment shall be \$20.00 per Lot per month. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors.

EXECUTED this 3rd day of November, 1981.

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GENERAL HOMES CONSOLIDATED
COMPANIES, INC., d/b/a
GENERAL HOMES, INC.

ATTEST:

BY: Mary B. Lewatte
Mary B. Lewatte
Assistant Secretary

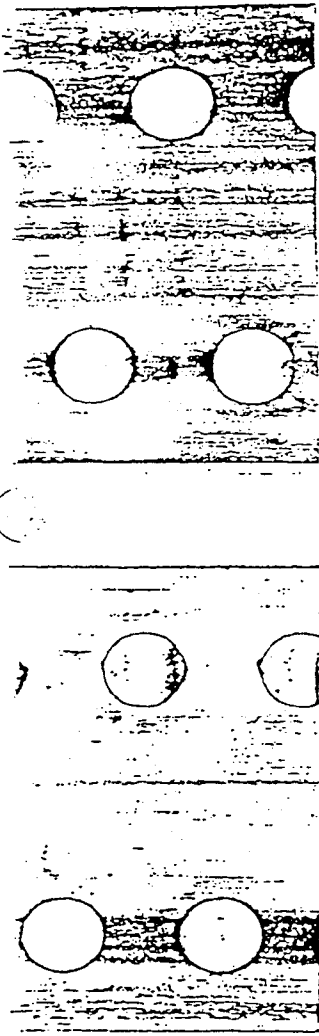
BY: S. H. Yeager
S. H. Yeager
Vice President



HEIGHTS SAVINGS ASSOCIATION

BY: Lydia Mikulenska
Lydia Mikulenska
Assistant Secretary

BY: James R. Lee
James R. Lee
Vice President



FEDERAL HOUSING ADMINISTRATION

By: James M. Wilson
JAMES M. WILSON

VETERANS ADMINISTRATION

By: Amil C. Stafford
Amil C. Stafford

STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared S. H. YAGER, Vice President of General Homes Consolidated Companies, Inc., d/b/a General Homes, Inc., 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 and in the capacity stated.

GIVEN under my hand and seal of office this 9th day of November, 1981.

Linda A. Bruno
Linda A. Bruno
Notary Public in and for
Harris County, Texas
My commission expires 2-14-84

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JAMES R. LEE, Vice President of Heights Savings Association, 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 and in the capacity therein stated.

GIVEN under my hand and seal of office this 15th day of December, 1981.



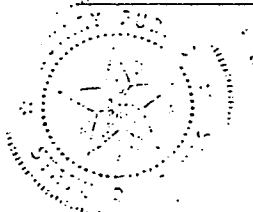
Rita L. G. C. L.

Notary Public in and for Rita L. G. C. L.
Harris County, Texas

My commission expires 9/30/84

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, 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 stated.

GIVEN under my hand and seal of office this 3rd day of December, 1981.



Glynis L. Powell

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

My commission expires 8-11-85

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Paul C. Gifford, 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 and in the capacity therein stated.

GIVEN under my hand and seal of office this 2nd day of DECEMBER, 1981.



G. M. Ference

G. M. FERENCE
Notary Public State of Texas
My Commission Expires March 12, 1984
My commission expires _____

Return to:
Eden Corporation
7322 Southwest Freeway, Suite 1600
Houston, Texas 77074
Terese Buess