

AMEND

N609721

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MORNINGSIDE PLACE**

019-42-2160

THE STATE OF TEXAS

04/03/92 00007931 N609721 \$ 13.00

COUNTY OF HARRIS

This Amendment to Declaration of Covenants, Conditions and Restrictions of Morningside Place ("this Amendment") is made on the date hereinafter set forth by the undersigned persons, hereinafter collectively called "Declarants";

**WITNESSETH:**

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WHEREAS, Declarants are the Owners of those Lots known as Morningside Place, Section 1, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 327, Page 116, of the Map Records of Harris County, Texas; and

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WHEREAS, it is the specific intent of Declarants to amend (1) those covenants, conditions and restrictions for Morningside Place duly filed and recorded in the Deed Records of Harris County, Texas, under Clerk's File No. U879589 and Film Code 006-62-1039 ("Original Restrictions") of the Real Property Records of Harris County, Texas, and (2) any other covenant, condition or restriction found of record in Harris County, Texas, which affects the property, as hereafter defined, as set forth herein; and

WHEREAS, it is the intent of Declarants to establish a uniform plan for the use, development, and improvement of properties of Morningside Place and to insure the preservation of such uniform plan for the benefit of both present and future Owners of such properties, and, to this end, to delegate to a homeowners' association the powers to administer and enforce the covenants, conditions, restrictions and other provisions set forth herein.

NOW, THEREFORE, Declarants hereby declare that the properties described below are held, and shall hereafter be conveyed subject to the covenants, conditions, restrictions and other provisions in the Original Restrictions as modified herein. These covenants, conditions, restrictions and other provisions shall run with such properties and shall be binding upon all parties having or acquiring any right, title or interest in such properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The real property which is, and shall be, owned, held, transferred, sold, conveyed and occupied subject to this AMENDMENT consist of the properties contained in Exhibit "A".

Article IV, Section 7 (f) is deleted in its entirety and the following shall be substituted:

Section 7 (f). No commercial vehicles of any kind shall be permitted to remain upon the Property, whether in the yard, driveway, or streets within the perimeter of the subdivision unless the vehicle is there for temporary purposes. "Commercial Vehicles" shall be defined as any vehicle having a rated load capacity in excess of one ton. Temporary purposes under this subsection shall be construed as commercial vehicles which are in the subdivision to perform services, make deliveries, or perform some other function for any Common Area, Improvements,

019-42-2161

Property or Residence, or Lot. Additionally, all such Commercial Vehicles shall not be permitted to remain within the subdivision overnight. The Commercial Vehicles shall only be parked within the subdivision while the functions listed above are actually being performed.

Article VII, Section 5, Paragraph two shall be deleted and the following shall be substituted:

Section 5. Lien for Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of eighteen percent (18%) per annum or the maximum rate of interest allowed by law.

To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of Harris County, Texas. Such lien for payment of assessments may be enforced by the foreclosure of the lien against the defaulting Owner's Lot by the Association, or the Association may institute suit against the Owner personally obligated to pay the assessment, in addition to foreclosure of the aforesaid lien judicially. In any such proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees as provided in this Article.

By acceptance of a deed to any property, each Owner thereby vests in the Association and its agents the right, power and authority to pursue all legal and equitable remedies provided by law against such Owner for the collection of such unpaid assessments as a debt, and the further right, power and authority to enforce the liens herein provided for by all available procedures and remedies, including non-judicial foreclosure and sale under Chapter 51.002 of the Texas Property Code, and each Owner expressly further grants to the Association such power of sale in connection with enforcement of such lien. The Association may designate in writing a trustee from time to time with power of substitution to post the required notices and conduct the foreclosure sale; Trustee may be changed from time to time by an instrument signed by the President or Vice-President of the Association and attested by the Secretary or any Assistant-Secretary thereof, which may be filed of record in the Real Property Records of Harris County, Texas. Upon decision by the Association to foreclose the lien provided for herein for non-payment of assessments by any Owner, the Association shall provide written notice to the delinquent Owner of record of the property for which assessments have not been paid, by certified mail, return receipt requested, addressed to such Owner and mortgagees at their last known addresses according to the records of the Association, and such notice shall constitute a notice of trustee's sale which may be held no less than twenty-one (21) days after date such notice is deposited in the mail as provided herein and under Chapter 51.002 of the Texas Property Code. The Association shall further have the right, power and authority to bid for the property at the foreclosure or other sale and to acquire and hold, lease, mortgage, convey or otherwise own, operate or deal with the property as provided herein for any other Owner, including the right to vote as a member of the Association. Prior to foreclosure of its lien, the Association may, but shall not be required to, send notice to any mortgagees of record.

Article XIV, Section 11, shall be amended to change the address of the Association to:

16603 Presidents Drive West  
Houston, Texas 77047

019-42-2162

All the terms and provisions hereof shall be binding on all of the parties hereto, all signatories hereto, all persons or entities who own or possess an interest or title to any Lot(s), whether heretofore or hereafter acquired, and all persons or entities claiming an interest by deed, contract for deed, lease or rental agreement, and/or other conveyance, and to each of the foregoing's respective heirs, legal representatives and assigns. The terms and provisions of this Amendment shall inure to the benefit of the Morningside Place Homeowners Association, Inc. and its successors and assigns. This Amendment shall become effective and of legal force when the required approval of this Amendment has been obtained, pursuant to the provisions of Article XIV, Section 2 of the Original Restrictions, and it is filed for record in the Real Property Records of the County Clerk's Office of Harris County, Texas with the proper signatures representing a majority of the Lots of the Subdivision. The filing of this Amendment in the Real Property Records of the County Clerk's Office of Harris County, Texas, shall constitute constructive notice of the passage and effective date of this Amendment.

Furthermore, in case of conflict between this Amendment and the Declaration of Covenants, Conditions and Restrictions for Morningside Place that this Amendment shall control as to the amended items only. All other definitions and restrictions shall remain as stated in the Declaration of Covenants, Conditions and Restrictions for Morningside Place.

IN WITNESS WHEREOF, the said Declarants, existing Owners, and other signatories to this Declaration have executed this instrument on the date of their signatures hereto.

The undersigned, as an authorized representative of the Owner, represents that it owns record title to the properties described in the attached Exhibit "B".

ACCEPT AMENDMENT

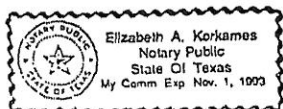
RESOLUTION TRUST CORPORATION,  
as Receiver for Hill Financial Savings  
Association  
By: Allen S. Patrick  
Allen S. Patrick, as Attorney-in-Fact  
(Printed name and title)

*ra*

REJECT AMENDMENT

STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT was acknowledged before me on this 4TH day of MARCH, 1992, by ALLEN S. PATRICK, ATTORNEY-IN-FACT (title) of the Resolution Trust Corporation, in his or her representative capacity on behalf of said Corporation.



Elizabeth Korjames  
NOTARY PUBLIC, STATE OF TEXAS

PLEASE RETURN TO:  
ROBERTS, MARKEL, FOLGER & POWERS  
24 GREENWAY PLAZA, SUITE 1010  
HOUSTON, TEXAS 77046

R:\REAL\1010\MORNING\AMEND 01/21/92

EXHIBIT "A"

019-42-2163

DESCRIPTION of 84.1838 acres of land out of the H. A. Robinson Survey, A-678, Harris County, Texas and being located North of Fellows Road, west of Cullen Boulevard and South of South Belt Drive (proposed) and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod located on the North right-of-way line of Fellows Road (60 feet wide) and the West right-of-way line of Cullen Road (100 feet wide);

THENCE N 89 deg. 54' 24" W, 10.00 feet along the North right-of-way line of Fellows Road to the POINT OF BEGINNING;

THENCE N 89 deg. 54' 24" W, 1923.79 feet along the North right-of-way line of Fellows Road to a point for corner;

THENCE N 00 deg. 08' 54" W, 630.00 feet generally along an old fence line to a point for corner;

THENCE N 89 deg. 54' 24" W, 460.59 feet to a point for corner;

THENCE N 00 deg. 05' 36" E, 180.00 feet to a point for corner, located on the Northerly right-of-way line of the proposed Kilbury Park South (60 feet wide);

THENCE S 89 deg. 54' 24" E, 31.18 feet to a point for corner;

THENCE N 01 deg. 27' 00" E, 104.10 feet to a point for corner;

THENCE N 88 deg. 33' 00" W, 20.00 feet to a point for corner;

THENCE N 01 deg. 27' 00" E, 535.09 feet to a point located on the proposed North right-of-way line of Braden Drive North (60 feet wide);

THENCE N 88 deg. 21' 51" E, 33.05 feet along the North right-of-way line of Braden Drive to a point for corner;

THENCE N 01 deg. 38' 09" W, 205.00 feet to a point for corner, lying on the Southerly purchase line of the proposed South Belt Drive;

THENCE along the Southerly purchase line of the proposed South Belt Drive; N 88 deg. 21' 51" E, 699.28 feet to a point for corner;

THENCE continuing along said purchase line on a curve to the left having a radius of 2291.83 feet, a central angle of 12 deg. 02' 04", an arc length of 481.38 feet and a chord bearing N 82 deg. 20' 49" E, 480.49 feet to a point for corner;

THENCE along said purchase line N 76 deg. 19' 46" E, 818.64 feet to a point for corner located on the Southwesterly right-of-way line of Cullen Boulevard, (100 feet wide);

THENCE along the Southwesterly right-of-way line of Cullen Boulevard S 15 deg. 26' 00" E, 888.00 feet (measured), to a point of curvature to the left;

THENCE along a curve to the right on the Southwesterly right-of-way line of Cullen Boulevard said curve having a radius of 3,669.00 feet, a central angle of 14 deg. 36' 00", an arc length of 934.93 feet and a chord bearing S 08 deg. 08' 00" E, 932.40 feet to the point of tangency;

THENCE S 00 deg. 50' 00" E, 147.64 feet to a point for corner;

THENCE S 44 deg. 37' 48" W, 14.03 feet to the POINT OF BEGINNING and containing 84.1838 acres of land, more or less.

EXHIBIT "B"

019-42-2164

The following properties are owned by the Resolution Trust Corporation:

Section One of Morningside Place, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 327, Page 116 of the Map Records of Harris County, Texas. D

Block One (1)

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

Block Two (2)

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,  
75, 76, 77, 78, 79, west one-half of 80,  
82, 83, 84, 85, 86, 87, 88, 89

Block Three (3)

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,  
44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71,  
72

Block Four (4)

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29,  
30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57,  
58, 59

Block Five (5)

Lots: 1, west one-half of 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36,  
37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64,  
65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, east three-fourths of 85, 86, 87,  
88, 89, 90,  
east one-half of 92, west one-half of 93,  
97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113

Block Six (6)

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,  
22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41

Block Seven (7)

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29,  
30, 31, 32, 33

Block Eight (8)

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

PAGE 1 OF 1

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PLEASE RETURN TO:  
ROBERTS, MARK L. FOLGER & POWERS  
24 GREENWAY PLAZA, SUITE 1010  
HOUSTON, TEXAS 77036

019-42-2165

*Quita Rosehauer*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

92 APR -3 PM 3:18

FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW, THE 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 hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

APR 3 1992



*Quita Rosehauer*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS