

Current
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(24)

Amend

K914338 FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 01/09/87 00331958 K914338 \$ 11.00
669-75-0509

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:
§

THAT, WHEREAS, by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions executed by General Homes Corporation, a Texas corporation, hereinafter referred to as "Declarant", on June 9, 1986, and recorded in the office of the Harris County Clerk under File Number K577511, Deed Records of Harris County, Texas, those certain tracts and parcels therein described and referred to as:

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All the lots in HARVEST BEND, THE MEADOW, Section II, Subdivision, Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 330, Page 124, in the Map Records of Harris County, Texas; and

WHEREAS, Article VI, Section 3, provides:

Section 3. Rate of assessment. The maintenance charge on Class B Lots and Builder owned 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; and

WHEREAS, the Declarant desires to add to and supplement the existing restrictions as described below.

NOW, THEREFORE, pursuant to the above recitals, General Homes Corporation, hereby amends Article VI, Section 3; and adds to and supplements the existing restrictions by adopting Section 9 of Article I; and adopts, establishes and imposes upon all the lots described above and declares the following reservations, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and which shall supersede and be controlling over any previously executed and recorded restrictions, covenants and conditions.

Article I, Section 9. "Builder" shall mean and refer to the record owner, whether a person or entity, of a fee simple title to any Lot which is a part of the Properties, who constructs a residence thereon and who offers the Lot and its improvements for resale to the public.

Article VI, Section 3. Rate of assessment. The annual and special assessments shall be fixed at a uniform rate as follows:

- (a) Owners (excluding Declarant, its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments; and
- (b) The Declarant, its successors or assigns and Builders, as defined herein, shall pay fifty percent (50%) of both annual and special assessments attributable to their Lots:

The annual maintenance charge pursuant to Section 3(b) above 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 pursuant to Section 3(b) above shall cease to accrue as of the last day of the month of transfer of title to the Lot and shall become due and payable in full, calculated through the last day of the month in which title is transferred, on the date that title is transferred from the Declarant or Builder to an Owner. The annual maintenance charge for Owners' Lots, pursuant to Section 3(a) above shall commence to accrue on the first day of the month following transfer of title from the Declarant or Builder to an Owner. The maintenance charge pursuant to Section 3(a) shall be prorated for the year of transfer based on the number of months remaining during the calendar year of transfer and said portion shall be due and payable on January 1 of the succeeding year. After the year of transfer, 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.

PURSUANT, to Article VII, Section 3, of the original Declaration, the Federal Housing Administration and the Veterans Administration have evidenced their approval of the terms and conditions hereof.

IN WITNESS WHEREOF, this First Amendment of Declaration of Covenants, Conditions and Restrictions is executed on the dates set forth in the acknowledgments below but to be effective as of October 27, 1986.

069-75-0512

ATTEST:

GENERAL HOMES CORPORATION

By: Patricia G. Klein
Patricia G. Klein
Assistant Secretary

By: [Signature]
Kenneth F. Belanger
Vice President

ATTEST:

MBANK HOUSTON, NATIONAL ASSOCIATION, AS AGENT

By: Gail K. Harmeier
GAIL K. HARMEIER
ASSISTANT VICE PRESIDENT

By: [Signature]
JULIE A. KING
VICE PRESIDENT

FEDERAL HOUSING ADMINISTRATION

[Signature]
James M. Wilson

VETERANS ADMINISTRATION

[Signature]
William D. Newton

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Kenneth F. Belanger, Vice President of General Homes 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 and in the capacity therein stated.



SUBSCRIBED AND SWORN to before me this 17th day of October, 1986.

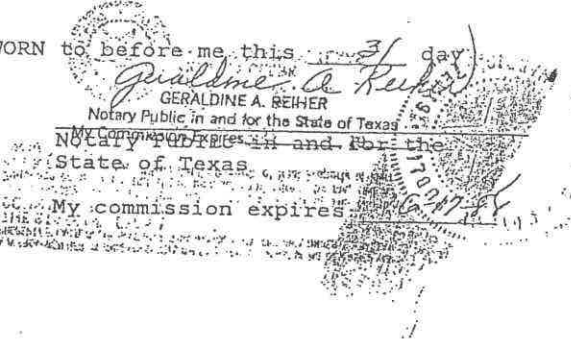
[Signature]
Notary Public in and for the State of Texas

My commission expires: _____

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared JULIE A. KING of MBank Houston, National Association, As Agent 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.

SUBSCRIBED AND SWORN to before me this 3 day of Oct, 1986.



STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared James M. Wilson, Manager, Houston Office 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 and in the capacity therein stated.



SUBSCRIBED AND SWORN to before me this 19th day of December, 1986.

Glynda L. Powell
Notary Public in and for the
State of Texas
Glynda L. Powell
My commission expires: 8-11-89

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared WILLIAM D. NEWTON, Chief, Construction & Valuation of 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.

SUBSCRIBED AND SWORN to before me this 29th day of December, 1986.



BARBARA WILLIAMS
Notary Public, State of Texas
My Commission Expires June 30, 1990
Bonded by Lovett Agency, Lawyers Surety Corp.

Barbara Williams
Notary Public in and for the
State of Texas
My commission expires: 6-30-90

Return to:
General Homes Corporation
7322 Southwest Freeway, Suite 1820
Houston, Texas 77074
Attn: Mary E. Jacobs

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

Rost K577511

049-61-2138

DECLARATION 04/10/86 00202908 K577511 \$ 55.00
OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This Declaration, made on the date hereinafter set forth by General Homes Corporation, a Texas corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known as HARVEST BEND, THE MEADOW, SECTION II, a subdivision in Harris County, Texas described as follows: *lew*

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All the lots in Harvest Bend, The Meadow, Section II, Subdivision, Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 330, Page 124, in the Map Records of Harris County.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Harvest Bend, The Meadow, Section II, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described lots in HARVEST BEND, THE MEADOW, SECTION II, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to HARVEST BEND, THE MEADOW, HOMEOWNERS' ASSOCIATION, a non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, subject to the Reservations set forth herein and/or in the Subdivision Plats, and/or replats, if any, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above or as described in any replat thereof, and all plats or lots annexed pursuant to Section 7 of Article VI hereof.

Section 5. "Common Area" shall mean all property owned by the Association for the common use and benefit of the owners, if any.

Section 6. "Declarant" shall mean and refer to General Homes Corporation, a Texas Corporation and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development or are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder.

Section 7. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.