

note Adam
Meadow Lake Village III

091-90-2575

ANNEXATION AGREEMENT

08/15/84 00173403 J651147 \$ 17.00

John
J651147

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT 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 G773384; 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, 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 Map Records of Harris County, Texas, filed an instrument entitled Conditional Assignment of Declarant's Rights

1

091-90-2576

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, on the 30th day of December, 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 Third 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 H276907; and

WHEREAS, on the 30th day of December 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 Fourth 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 H276908; and

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

091-90-2577

certain property within the area contiguous to the property described as being encumbered in said Declaration of Covenants, Conditions and Restrictions, and its Amendments, said certain property being more particularly described as:

All the lots in Meadow Lake subdivision, Section III, Harris County, Texas, according to the Map or Plat thereof recorded in Volume 325, Page 102, in the Map Records of Harris County, Texas.

NOW, THEREFORE, Meadow Lake Associates and the Meadow Lake Homeowners' Association hereby annexes the above described property into the Meadow Lake Homeowners' Association and declares that all of this property shall be held, sold and conveyed subject to the Restrictions thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby. The Restrictions shall be binding upon all parties having or acquiring any right, title or interest in this property and shall inure to the benefit of each owner thereof.

It is expressly understood and agreed that separate Restrictions have been filed for record for Meadow Lake, Section III, dated AUGUST 1, 1984, and recorded in the Office of Harris County Clerk under File No. J(1)935, Deed Records of Harris County, Texas, which Restrictions, of course, will impress and subject the lots within Meadow Lake, Section III, to an annual maintenance and charge and assessment imposed hereby, and will make such subdivision subject to the jurisdiction of the Association. However, it is understood and agreed that the Association shall (i) enforce the restrictive covenants applicable to Meadow Lake, Section III, and (ii) pay for street lights and for maintenance of entrances to Meadow Lake, Section III (both clauses (i) and (ii) aforesaid to be done in the same manner as the Association does for Meadow Lake, Section I and Section II Subdivision. It is hereby understood and agreed that the Association shall treat Meadow Lake, Section III, in a nondiscriminatory fashion, on an equal basis, and in the same manner as Meadow Lake, Section I and Section II.

091-90-2578

Dated this 25th day of July, 1984.

ATTEST:

MEADOW LAKE HOMEOWNERS'

ASSOCIATION

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

By Mary F. Jacobs

Dennis R. Hunt

~~ATTEST:~~

~~MEADOW LAKE HOMEOWNERS'
ASSOCIATION~~

~~By: _____~~

~~By: _____~~

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

ATTEST:

By: Betty Rosemond

By: John T. Burley
JOHN BURLEY CORPORATION

ATTEST:

By: [Signature]

By: [Signature]
R & S LAND COMPANY

ATTEST:

LIENHOLDER

By: [Signature]

By: [Signature]
VETERANS ADMINISTRATION

By: [Signature]

7

091-90-2579

FEDERAL HOUSING ADMINISTRATION

By: *James [Signature]*

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Dennis R. Garrett, President of the MEADOW LAKE HOMEOWNERS' ASSOCIATION, 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 purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of July, 1984.

Terese Buess
Notary Public in and for Harris County, Texas

My commission expires: _____

STATE OF TEXAS §
COUNTY OF HARRIS §

TERESE BUESS
Notary Public in and for the State of Texas
My Commission expires August 6, 1985

BEFORE ME, the undersigned authority, on this day personally appeared John D. Burley, President of JOHN BURLEY CORPORATION, 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 purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of July, 1984.

Judith H. Arnold
Notary Public in and for Harris County, Texas

My commission expires: 9-26-85

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 whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of July, 1984.

Judith H. Arnold
Notary Public in and for Harris County, Texas

My commission expires: 9-26-85

091-90-2580

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 whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of July, 1984.



Deanna G. Thompson

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

My commission expires: 3-12-86

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared AVIL C. STAFFORD, of the VETERANS ADMINISTRATION, 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 purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of AUGUST, 1984.



G. M. Ference

G. M. FERENCE
Notary Public in and for Harris
County, Texas

My commission expires: MARCH 29, 1988

7

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

091-90-2581

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 whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of August, 1984.



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

My commission expires: 8-11-85

RETURN TO:

General Homes Corporation
7322 S.W. Fwy, Suite 1820
Houston, TX 77074
Attn: Mary Jacobs

FILED

AUG 15 1 54 PM '84

Christie S. Robinson
COUNTY CLERK
HARRIS COUNTY, TEXAS

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOW LAKE, SECTION III

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, by instrument dated July 25, 1984, 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 III, under Harris County Clerk's File Number J-629355 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 III, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 325, Page 102, of the Map Records of Harris County, Texas.

and,

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for MEADOW LAKE, SECTION III, 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 III 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 III, to amend the Declaration of Covenants, Conditions and Restrictions for MEADOW LAKE, SECTION III, 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.

EXECUTED on the date set opposite each name.