

First Amendment to Restrictions

The Articles of Incorporation and Bylaws modify the provisions, powers and purposes of the Restrictions.
PC 204.009 (b).

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FIRST AMENDMENT
TO RESTRICTIONS GOVERNING

LOTS ONE (1) THROUGH EIGHTY-TWO (82) IN WHITE OAK FOREST
A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WHITE OAK DEVELOPERS, INC., (the "Declarant"), were the purported sole owners of that certain tract of land in the J. M. Everett Survey, Abstract No. 197 in Montgomery County, Texas, which has been heretofore platted into that certain subdivision known as Lots 1 through 82 and Reserves A, B and C, of White Oak Forest, an unrecorded subdivision of Montgomery County, Texas (the "Subdivision"), said Lots and Reserves being more particularly described by metes and bounds in Exhibits "A" and "B" of that certain instrument entitled "Restrictions Lots 1 through 82 of White Oak Forest A Subdivision in the J. M. Everett Survey, Abstract No. 197 in Montgomery County, Texas" dated August 15, 1977, and filed of record in the Deed Records of Montgomery County, Texas, under County Clerk's File No. 7743503 in Volume 1030, Page 381, et seq. (the "Restrictions").

WHEREAS, by that certain instrument, the Declarant imposed on the Lots of the Subdivision all those certain covenants, conditions, restrictions, and easements therein set forth; and

WHEREAS, Article II of the Restrictions provides the terms of the Restrictions may be amended at any time when fifty-one percent (51%) of the owners of land area of land in said Subdivision shall agree in writing, properly executed and recorded in the Office of the County Clerk of Montgomery County, Texas, to amend or repeal such Restrictions; and

WHEREAS, the undersigned, being owners of at least a majority of the Lots in the Subdivision wish to amend the Restrictions as set forth below.

NOW, THEREFORE, the undersigned, being owners of a majority of the lots within the Subdivision, hereby alter, modify and amend the Restrictions to add a new Article XVI, which will read as follows:

XVI.

SECTION 1. Organization. The White Oak Forest Property Owners Association (the "Association") has heretofore been organized and formed as a non-profit corporation under the laws of the State of Texas. The Association shall have full power, authority and standing to enforce all provisions of that certain instrument entitled "Restrictions Lots 1 through 82 of White Oak Forest A Subdivision in the J. M. Everett Survey, Abstract No. 197 in Montgomery County, Texas", dated August 15, 1977, and filed of record in the Deed Records of Montgomery County, Texas, under County Clerk's File No. 7743503 in Volume 1030, Page 381, et seq.

SECTION 2. Board of Directors. The Association shall act through a Board of Directors which shall manage the affairs of the Association as specified in these covenants, reservations, and restrictions, the Articles of Incorporation and Bylaws of the Association.

SECTION 3. Membership. Every person who is the record owner of a fee simple title or undivided fee simple title interest in any lot that is subject to these covenants, reservations, and restrictions, shall be a member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one (1) membership per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot, and shall automatically pass with the title to the lot.

SECTION 4. Voting and Use Rights of Members. The Association shall have one (1) class of voting membership which shall consist of all owners. Each member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an ownership interest in a lot, all such persons shall be members, but in no event shall they be entitled to more than one (1) vote with respect to that particular lot. When more than one (1) person holds an ownership interest in a lot, the vote of all such joint owners shall be controlled by a majority of such joint owners. Any individual owner from among such joint owners shall be conclusively presumed to be acting in accordance with the decision of the majority in voting either in person or by proxy. Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors. Each member shall be entitled to the use and enjoyment of any recreational facilities owned by the Association. The Board of Directors may promulgate and modify such reasonable Rules and Regulations applicable to the operation and use of the Association's recreational facilities as the Board of Directors may deem beneficial. Voting and use rights of any member may be suspended due to the failure to pay any assessments or charges as provided for in these covenants, reservations, and restrictions, or to comply with any Rules and Regulations promulgated by the Board of Directors of the Association.

SECTION 5. Covenants for Maintenance Assessments.

(a) Creation of Personal Obligation and the Lien for Assessments. The owner of each lot in the Subdivision is hereby subjected to the following changes:

- (i) Annual maintenance assessments, and
- (ii) Special assessments for capital improvements.

Such assessments are to be established and collected as hereinafter provided.

Article XVI, Section 5 (a)

An owner is liable for Attorney Fees
ONLY if certain prior conditions are
met. PC 209.006 CHECK 2015
new parts b-3 (c, d, e, f,) i-3

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Additionally, by the acceptance of a deed to any lot in the Subdivision after the date this "First Amendment to Restrictions Governing Lots One (1) through Eighty-Two (82) in White Oak Forest a Subdivision in Montgomery County, Texas" is filed of record in the Official Records of Montgomery County, Texas, the owner of the lot is deemed to covenant and agree that said lot is subject to an assessment lien for the annual maintenance assessment and the special assessments for capital improvements set forth above as well as all interest, costs of collection and reasonable attorney's fees.

(b) Purpose of Annual Assessments. The annual maintenance assessment shall be used to create a fund to be designated and known as the "maintenance fund", which maintenance assessment will be paid by the owner or owners of each lot within the Subdivision, to the Association, on or before January 1 of each year (with the exception of the 1994 annual maintenance assessment which shall be due as set forth in subsection (g) below) in advance annual installments, commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which each lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Board of Directors of the Association, require. Such assessment will be uniform, except as hereinafter provided. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the Subdivision. It is understood that the judgment of the Board of Directors of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

(c) Maximum Annual Assessment. The maximum annual maintenance assessment commencing with the 1994 annual maintenance assessments shall be \$65.00 per lot per year, but may be increased as set forth below:

(i) The maximum annual maintenance assessment may be increased above the previous year's maximum annual assessment by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(ii) The Board of Directors may fix the annual maintenance assessment for any given year at an amount not to exceed the maximum permitted herein.

(d) Special Assessments for Capital Improvements. In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for capital improvements. Any such assessment, however, shall

Article XVI, Section (c)

Assessment increase beginning 2009:
Developed lots \$100; Undeveloped lots
\$50 File No 2009-033838

Article XVI, Section (e)

Provide 10-60 days before a meeting of owners for an election or vote. This supersedes dedicatory instruments.

TPC 209.0056 (a) and (b)

have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for any Action Authorized Under (c) and (d). Written notice of any meeting called for the purpose of taking any action authorized under (c) or (d) shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of the votes entitled to be cast shall constitute a quorum.

(f) Rates of Assessment. Both annual and special assessments on all lots must be fixed at uniform rates as follows:

(i) Occupied Lots: Those lots containing a completed residential dwelling or out-building shall be assessed the full assessment as set by the Board of Directors of the Association;

(ii) Vacant Lots: Those lots which are vacant or upon which a residence or out-building is under construction shall be assessed at a rate equal to fifty percent (50%) of the full assessment as set by the Board of Directors of the Association.

The rate of the annual maintenance assessments and special assessment may change and the amount due prorated as the character of the lot changes in any given year.

(g) Date of Commencement and Determination of Annual Assessments. The annual maintenance assessments provided for herein shall commence as to all Lots on the date this "First Amendment to Restrictions Governing Lots One (1) through Eighty-Two (82) in White Oak Forest a Subdivision in Montgomery County, Texas" is filed of record in the Official Records of Montgomery County, Texas, and the 1994 annual maintenance assessment shall be immediately due and payable. Starting with the 1995 maintenance assessments, the Board of Directors shall fix the amount of the annual maintenance assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual maintenance assessment shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. The Association or its managing agent (if approved by the Board of Directors of the Association) shall also be entitled to charge a reasonable transfer fee for changing the names of members in the records of the Association.

Article XVI, Section 5 (g)

The transfer fee for change in ownership is \$100.

DOC# 2013104302

(h) Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the assessment lien against the lot once it has been established. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the recreational facilities or abandonment of the lot.

(i) Subordination of the Lien to Mortgages. Once established pursuant to subparagraph (a) hereof, the assessment lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot after the establishment of the assessment lien shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof; however, shall extinguish the assessment lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 6. Books and Records.

(a) Inspection by Members and Mortgagees. Upon written request stating the purposes thereof, any member of the Association or by his duly appointed representative, shall be entitled to make a reasonable examination of the books and records of the Association at any reasonable time and for a proper purpose reasonably related to their interest as a member, at the office of the Association or at such other place as the Board of Directors shall prescribe. No member shall remove any books and records from the possession of the Association for any reason, but a member may request copies of books and records stating the specific books and records desired and a proper purpose for the request, provided such member shall pay all reasonable costs of providing the requested copies prior to obtaining same. Notwithstanding the foregoing, no member shall be entitled to examine any documents regarding the Association and the Association shall have a privilege to refuse the disclosure of any confidential communications regarding (i) any communications by and between past or current legal counsel to the Association and the Board of Directors of the Association, or any agent, employee, representative or committee of either, (ii) any confidential communications as determined by the Board of Directors deemed to be in the best interests of the Association kept confidential, including without limitation, protection of the privacy rights of individual Members, competitive bids until a final bid is accepted, and matters where an obvious conflict of interest exists between a member and the Association and disclosure would detrimentally affect the interest of the Association; and (iii) any communication privileged under the Texas Rules of Civil or Criminal Procedure; the Texas Rules of Civil or Criminal Evidence, and any other statute of law of the State of Texas.

(b) Rules for Inspection. The Board of Directors may, from time to time, establish reasonable rules for inspection of any books and records of the Association with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the costs of inspection, including costs of reproducing copies of documents.

The amendments to the Restrictions set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Restrictions. All provisions of the Restrictions not amended hereby are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Restrictions.

IN WITNESS WHEREOF, the undersigned, either in person or by and through their attorney-in-fact, representing at least a majority of the owners of lots within the Subdivision for the purpose of acknowledging their consent and have executed this instrument to be effective upon the date of filing of this instrument in the Official Records of Montgomery County, Texas.

Date:

6-3-94

Mark Pyle

By:

Attorney-in-Fact for those individuals listed in Exhibit "A" attached hereto and incorporated herein for all purposes

STATE OF TEXAS

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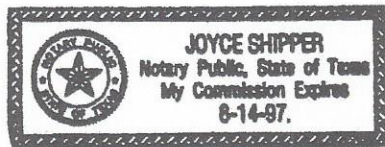
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COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, on this the 3rd day of June, 1994, personally appeared MARK PYLE, as Attorney-In-Fact on behalf of the principals set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of June, 1994.



Joyce Shipper

NOTARY PUBLIC - STATE OF TEXAS

Mark Pyle
3 Elmwood Court
Porter, TX 77365

EXHIBIT A - continued

| <u>LOT</u> | <u>ADDRESS</u> | <u>OWNER(S)</u> |
|------------|--------------------------|-------------------|
| 28 | Elmwood Drive | George Siebert |
| 29 | 113 Elmwood Drive | Frieda Seibert |
| 30 | | Tony Esparza |
| 31 | 105 Elmwood Drive | Margaret Esparza |
| | | Ronald Stevens |
| 32 | 101 Elmwood Drive | Therese Stevens |
| | | Betty Haass |
| 33 | Elmwood Drive | Jerry Haass |
| | | James Tucker |
| 35 | 110 Elmwood Drive | Erma Tucker |
| | | Tim Theiss |
| 36 | 123 White Oak Forest Dr. | Lenore Theiss |
| 36A | | Edd Holler |
| 37 | 119 White Oak Forest Dr. | Michelle Holler |
| | | Clint Coburn |
| 38 | 115 White Oak Forest Dr. | B.J. Coburn |
| | | John Dennard |
| 39 | 109 White Oak Forest Dr. | Patricia Dennard |
| | | Dennis Sullivan |
| 41 | 103 White Oak Forest Dr. | Karen Sullivan |
| 42A | 102 Hickory | Feliciano Ortiz |
| 42B | | Frank M. Glass |
| 43A | 106 Hickory | L.E. Hammonds |
| 43B | 104 Hickory | Sylvia Hammonds |
| | | Michael Russell |
| 44 | 108 Hickory | Teresa Russell |
| | | Robert Swearingen |
| 45 | 112 Hickory | Ruth Swearingen |
| | | Dan Hopson |
| 46 | 116 Hickory | Jean Hopson |
| | | Charles Hudson |
| 47B | 4 Elmwood Court | Connie Hudson |
| | | William Hallet |
| 48B | 8 Elmwood Court | Priscilla Hallet |
| | | Glen Hutto |
| 48C | Elmwood Court | Brenda Hutto |
| 48D | 13 Elmwood Court | Marian E. Durden |
| | | Lyman Smith |
| 49D | 11 Elmwood Court | Lynn Smith |
| | | Ronald Dunaway |
| | | Linda Dunaway |

**First Amendment to Restrictions
Governing Lots One (1) through Eighty-Two (82)
in White Oak Forest a Subdivision in Montgomery County, Texas**

EXHIBIT A

| <u>LOT</u> | <u>ADDRESS</u> | <u>OWNER(S)</u> |
|-------------------|-----------------------|------------------------|
| 1B | 10 White Oak Court | Richard Rushing |
| 2B | | Kristen Rushing |
| 2A | 104 White Oak Forest | Gary Zugar |
| 3A | | Robin Zugar |
| 3B | White Oak Court | Joseph N. Pierce |
| | | M. Elaine Pierce |
| 3C | 9 White Oak Court | Bill Spicer |
| | | Robbie Spicer |
| 4C | 7 White Oak Court | Randy Willis |
| | | Nita Willis |
| 6A | 1 White Oak Court | Richard W. Curry |
| 6B | | Connie J. Curry |
| 7 | Elmwood Drive | Ernst Gunderson |
| | | Doris Gunderson |
| 8A | Elmwood Drive | Sam Kashou |
| | | Michelle Kashou |
| 8B | Elmwood Drive | Amos Dreessen |
| | | Mary Dreessen |
| 9A | 120 Elmwood Drive | Jeffry C. Lucas |
| | | Terry L. Lucas |
| 11 | 130 Elmwood Drive | N. V. Rodriguez |
| | | Nora Rodriguez |
| 12 | Elmwood Drive | Jack Hines |
| | | Kay R. Hines |
| 13 | 136 Elmwood Drive | Stanley Farmer |
| | | Vickie Farmer |
| 14 | 140 Elmwood Drive | Stephen Hart |
| 15 | | Wanda Hart |
| 18 | 157 Elmwood Drive | Larry Proffitt |
| | | Linda Proffitt |
| 19 | 151 Elmwood Drive | Patricia Shaw |
| | | Perry Shaw |
| 20 | 149 Elmwood Drive | P. Elorriaga, Jr. |
| | | Zita Ellorriaga |
| 21 | 147 Elmwood Drive | Homer Brown |
| | | Barbara Brown |
| 26 | 125 Elmwood Drive | Harold Everett |
| | | Sandy Everett |

EXHIBIT A - continued

| <u>LOT</u> | <u>ADDRESS</u> | <u>OWNER(S)</u> |
|------------|-------------------------|--------------------|
| 50 | 9 Elmwood Court | Jody Vann |
| 51 | 5 Elmwood Court | Linda Vann |
| 51A | 1 Elmwood Court | Edward Chisum |
| 51B | 3 Elmwood Court | Deborah Chisum |
| 51D | Elmwood Court | Michael Zientek |
| 52A | 121 Hickory | Tammy Zientek |
| 54 | Pine Circle | Mark Pyle |
| 59 | Pine Circle | Terri Pyle |
| 60 | 5 Pine Circle | Reuben Powell, Jr. |
| 61 | 1 Pine Circle | Norman Lucas |
| 62 | | Maritza Lucas |
| 63 | 2 Maple Circle | Steve Deaton |
| 64 | 4 Maple Circle | Malcolm Hicks |
| 72 | | Gloria Hicks |
| 68 | 9 Maple Circle | Sid Knight |
| 69 | | Lorraine Knight |
| 77 | 10 Cherry Laurel Circle | E. H. Findley |
| 78 | 9 Cherry Laurel Circle | Dana Findley |
| 80 | 5 Cherry Laurel Circle | G. Ludescher, Jr. |
| 82 | 1 Cherry Laurel Circle | Donna Ludescher |
| | | Calvin Whitehorn |
| | | Linda Whitehorn |
| | | Robert Page |
| | | Ruby Page |
| | | David Wilson |
| | | Vanessa Wilson |
| | | Michael Beasley |
| | | Danette Beasley |
| | | Michael Mathis |
| | | Valrie Mathis |
| | | Bryan M. Graham |
| | | Dawn D. Graham |

FILED FOR RECORD
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Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File
Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas.

JUN 3 1994



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS