

1342157

AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS

WOODLAKE FOREST IV, SECTION "A"
and
WOODLAKE FOREST IV, SECTION "B"
(residential subdivisions)

STATE OF TEXAS |

COUNTY OF HARRIS |

WHEREAS, heretofore, a Declaration of Covenants and Restrictions for Woodlake Forest IV, Section "A", a residential subdivision of Houston, Harris County, Texas (hereinafter referred to as the "Declaration"), was entered into by MARVIN HENRY BUILDERS, INC. and WATONGA INVESTMENT CORPORATION (hereinafter referred to as "Declarants"), and executed on the 26th day of March, A. D., 1973, and filed and recorded in the Property Records of Harris County, Texas under Film Code No. D 836442; and a Declaration of Covenants and Restrictions for Woodlake Forest IV, Section "B", a residential subdivision of Houston, Harris County, Texas (hereinafter referred to as the "Declaration"), was entered into by MARVIN HENRY BUILDERS, INC. and WATONGA INVESTMENT CORPORATION (hereinafter referred to as "Declarants"), and executed on the 25th day of June, A. D., 1974, and filed and recorded in the Property Records of Harris County, Texas under Film Code No. E 189316; and

WHEREAS, the owners desire to merge the Woodlake Forest IV, Section "A" and Woodlake Forest IV, Section "B" Property Owners Associations, with the fiscal year beginning on January 1st and ending December 31st of each year, with the common grounds being owned by all of the residents of both Woodlake Forest IV, Section "A" and Woodlake Forest IV, Section "B"; and

WHEREAS, under the provisions of Article XIII of both Declarations, written consent of at least seventy-five (75%) per cent of the then Lot Owners is required to change, amend or terminate, in whole or in part, the provisions of said Declarations; and

WHEREAS, the Owners desire to amend Article VI, Section 1 of the Declarations with regard to the right of the Associations to borrow needed funds; and

WHEREAS, the Owners desire to amend Article VI, Section 2 of both Declarations with regard to the assessment of the annual maintenance charge; and

WHEREAS, the Owners desire to amend Article VI, Section 3 of both Declarations with regard to Builder's requirements to pay assessments and the time and method in which they will pay said assessments; and

WHEREAS, the Owners desire to amend Article VI, Section 4 of both Declarations with regard to the methods of payment to the annual maintenance fund; and

WHEREAS, the Owners desire to amend Article XII, Section 3 of both Declarations with regard to their nomenclature, their definitions of property walls and zero lot line walls and repair and maintenance of these walls; and

THEREFORE, Article VI, Section 1; Article VI, Section 2; Article VI, Section 3; Article VI, Section 4; and Article XII, Section 3, of both certain Declarations are hereby amended to read as follows:

ARTICLE VI

REGULAR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. The Maintenance Fund: All funds collected by the Associations from the regular annual maintenance charges and from special assessments as provided for in this Article, together with all funds collected by the Associations from the regular annual maintenance charges and special assessments imposed on other Lots in Woodlake Forest IV subdivision by all supplemental declarations, shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all members for the following purposes, to-wit: To promote the health, safety, recreation and welfare of the members; to pay the expenses for the common services rendered for the common benefit of the members; to pay the expenses of sanitary sewer services of the common recreational properties for Woodlake Forest IV subdivision; to pay the expenses for water, gas, electricity, telephone, storm sewer service and all other utilities or services furnished to the common recreational properties in Woodlake Forest IV subdivision or any of the improvements thereon, or any part thereof; to pay the expenses for the perpetual care, maintenance and repair of the private streets and drives; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the common properties in Woodlake Forest IV Subdivision, and the improvements thereon, or and part thereof, to pay for capital improvements to such common properties; to pay the expenses of administration and management of the Association; to pay salaries of employees of the Association; to pay all taxes and other public dues or charges which the Association shall be required to pay; and to pay all other charges, costs or expenses lawfully incurred by the Association; all of which charges, costs, taxes and expenses to be incurred or paid by the Association are sometimes referred to in the Declaration and Supplemental Declarations as the "Common Expenses of the Members". The Association may from time to time, as the need may arise, borrow money to supplement the Maintenance Fund. Any funds to be borrowed by the Association for the Maintenance Fund shall have the approval of at least fifty-one (51%) per cent of the then Lot Owners in Woodlake Forest IV, Sections A and B by written agreement. This agreement shall be signed and acknowledged, and entered as a resolution in the Association's records. The Association may in its sole discretion give one or more of the aforesaid purposes preference over other purposes, and all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all members.

ARTICLE VI

REGULAR ANNUAL AND SPECIAL ASSESSMENTS

Section 2. Covenant for Assessments: Each and every lot (except lots owned by Declarant as provided for in the following Section) is hereby severally

subjected to and impressed with the following charges and assessments which shall run with the land and shall be in the same and equal amounts for each lot regardless of its size, value or cost, to-wit:

- a. A regular annual maintenance charge or assessment in the amount of FIVE HUNDRED FIFTY AND NO/100 (\$550.00) DOLLARS per annum per lot commencing ninety (90) days after the issuance of the required City of Houston Building Permit, subject to increase or decrease, and payable as provided in Section 4 of this Article; and
- b. Regular annual maintenance charge or assessment in the amount of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS per annum per lot commencing upon date lot is sold by Declarant to buyer. Any subsequent transfers shall be subject to said charge or assessment and said charge or assessment is only applicable to unimproved lots and shall be subject to subsection a, above, upon start of construction.
- c. Special assessments as provided for in Section 5, below.

Each owner of a lot subject to assessment as above provided, by his claim or assertion of ownership by accepting a deed to any such lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his lot as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each lot, together with all improvements thereon, as herein after more particularly stated. Each assessment, ~~together with interest, costs and reasonable attorney's fees~~ shall also be the personal obligation of the person who is the Owner of the lot at the time the obligation to pay such assessments accrues, but no member shall be liable personally for the payment of any assessment made or becoming due and payable after his ownership ceases. No member shall be exempted or excused from paying any regular or special assessment by waiver of the use or enjoyment of the Common Properties or Facilities in Woodlake Forest IV subdivision or any part thereof or by abandonment of his lot or his interest therein.

ARTICLE VI

REGULAR ANNUAL AND SPECIAL ASSESSMENTS

Section 3. Lots Owned by Declarant or Builders: No lot owned by Declarant shall be subject to any regular annual maintenance charge or special assessment while it is owned by Declarant unless Declarant shall place himself in the position of a Builder, at which time Declarant-Builder shall be subject to the same annual maintenance charges, assessments and special assessments as a Builder-Owner would be subject to. It shall be the duty of each Builder to notify the Association at the time of the start of construction. The term "start of construction" as used herein shall mean the date a City of Houston Building Permit is issued for the construction of any single family residential unit. The builders annual maintenance charge or special assessment shall be prorated from ninety (90) days after the start of construction until the lot and Townhouse or Patio Home is sold. It also shall be the duty of each builder to notify the

Association at the time a lot owned by a builder is sold, whether or not any type of construction has taken place on said lot. The term "Builder" for the purposes of this Declaration is defined as any person, firm, corporation or other entity who is engaged in the building of houses for sale or rental purposes, and not for his or its personal use or occupancy. Whenever a lot owned by Declarant or Builder becomes subject to assessment as provided for in this Section, the Declarant or Builder will maintain all landscaping, sidewalks and drives on such lot, until such time as that lot and the improvements thereon are sold, and the purchaser pays his proportionate fee into the Association, such lot being treated and assessed as any other lot which is subject to assessment.

ARTICLE VI

REGULAR ANNUAL AND SPECIAL ASSESSMENTS

Section 4. The Annual Maintenance Charge: The regular annual maintenance charge or assessment shall be due and payable to the Association annually, in advance, and without demand, on the first (1st) day of January of each calendar year; provided, however, that on the date of the purchase of his lot (as evidenced by the date of his deed or his occupancy, whichever is earlier) each member shall pay to the Association a prorata share of the regular annual maintenance charge which shall bear the same ratio of the full annual amount as the number of days remaining in the year of purchase bears to 365 days. The regular annual maintenance charge or assessment for Builders as hereinabove described in Article VI, Section 3, shall be due and payable to the Association monthly, in advance, without demand, on the first (1st) day of each calendar month. After ninety (90) days from the start of construction the Builders shall pay an amount which shall bear the same ratio to the full monthly amount as the number of days remaining in the month that is ninety (90) days after the start of construction bears to thirty (30) days.

The Board of Trustees of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution increasing the regular annual maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each lot subject to such assessment shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided however, that no resolution of the Board of Trustees which fixes the amount of the regular annual maintenance charge or assessment in excess of one hundred twenty-five (125%) per cent of the then existing annual maintenance charge or assessment shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one (51%) per cent of the lots which are then subject to the annual maintenance charge or assessment, if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one (51%) per cent of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charge or assessment shall take effect retroactively. The Board of Trustees may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the Members of the Association.

If any resolution of the Board of Trustees which requires ratification

by the assent of the Members of the Association as above provided shall fail to be so ratified, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions.

ARTICLE XII

BUILDING AND USE RESTRICTIONS

Section 3. Walls Separating Residential Units:

A. Party Walls: Party walls as part of the original construction shall in all cases meet the requirements of the City of Houston Building Code and other applicable ordinances, rules or regulations of the City of Houston, or any of its departments. All party walls shall also have the written approval of the Architectural Control Committee of which Marvin Henry, Sr. is Chairman. Each party wall shall be placed on the dividing line between lots, and to the extent not inconsistent with any of the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall through construction error is situated wholly on one lot instead of on the dividing line between lots, such wall shall nevertheless be deemed a party wall for joint use by adjoining lot Owners. Reciprocal easements are hereby created and shall exist upon and in favor of Owners of adjoining Lots for the maintenance, repair and reconstruction of party walls and the foundation footings, piers and beams supporting the same. Each Owner sharing a party wall shall also be deemed to covenant and agree and shall be bound as follows:

1. The cost of usual, ordinary and reasonable repairs and maintenance of a party wall shall be equally shared by the Owners who make use of such wall. Where a wall meets City Building Code requirements is situated solely on the property deeded to the Owner, then the wall shall be deemed owned exclusively by the deed holder, and it shall be his sole responsibility for maintenance and repairs. When a wall is in need of repair or replacement, whether it be a party wall or a wall owned exclusively by a deed holder, then the adjoining Lot Owner shall automatically allow an easement of no less than three (3) feet, if possible, from the joint property line for repairs, maintenance or replacement of said walls.

2. If a party wall is destroyed or damaged by or as a result of any force, act, event or occurrence which is not caused or brought about by the negligence of any Owner sharing such party wall, or if cause is brought about by the negligence of both, then either Owner who has used the party wall may restore it and the adjoining Owner shall contribute one-half ($\frac{1}{2}$) the cost of such restoration. However, if a party wall is destroyed or damaged as a result of any negligent act or omission on the part of one and not the other Owner sharing such party wall, then either Owner may restore such party wall and the Owner at fault shall pay or contribute the whole cost of such restoration.

3. Notwithstanding any other provisions of this Section, an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost

of furnishing the necessary protection against such elements.

4. The right of any Owner to contribution from any adjoining Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

5. In the event any dispute arises concerning a party wall, or under the provisions of this Section, the same shall be resolved and settled through the process of arbitration. Each party to the dispute shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall resolve and settle the dispute, and shall be binding upon all parties to the arbitration. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Trustees of the Association shall select an arbitrator for the refusing party.

B. Zero Lot Line Wall: Zero lot line walls as a part of the original construction shall in all cases meet the requirements of the City of Houston Building Code and other applicable ordinances, rules or regulations of the City of Houston, or any of its departments. All zero lot line walls shall also have written approval of the Architectural Control Committee, of which Marvin Henry, Sr. is Chairman. Each zero lot line wall shall be placed on the zero lot line of adjoining lots and its ownership as well as its responsibility for repair and maintenance shall be assigned to a patio home unit upon approval of plans by the Architectural Control Committee or in specific, Marvin Henry, Sr. To the extent not inconsistent with any of the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to zero lot line walls. The rights of ingress and egress are hereby created and shall exist upon and in favor of the Owner of the zero lot line wall for the maintenance, repair and reconstruction of said wall or the foundation, footings, piers and beams supporting same. Each owner of a zero lot line wall shall also be deemed to covenant and agree and shall be bound as follows:

1. Cost of usual, ordinary and reasonable repairs and maintenance of a zero lot line wall shall be the responsibility of the Owner assigned said wall. When a wall is in need of repair or replacement, then the adjoining Lot Owner shall automatically allow an easement of no less than three (3) feet from the joint property line for repairs, maintenance or replacement of said wall. This easement creates the right of ingress and egress for the then wall Owner upon the property of the adjacent Lot Owner.

2. If a zero lot line wall is destroyed or damaged by or as a result of any force, act, event or occurrence which is not caused or brought about by the negligence of any Owner adjacent to such wall, or if caused and brought about by the negligence of both, then the Owner of said wall shall restore it.

178-10-0515

EXECUTED this, the 12th day of October,
A. D., 1977.

MARVIN HENRY BUILDERS, INC.

ATTEST:

Frankie A. Henry
Secretary

By: Marvin Henry
President

WATONGA INVESTMENT CORPORATION

ATTEST:

[Signature]
Asst. Secretary

By: [Signature]
President

ALLIED BANK OF TEXAS

ATTEST:

Charles R. Ridd
Secretary
Assistant Cashier

By: [Signature]
Vice-President

FANNIN BANK

ATTEST:

[Signature]
Secretary
Asst. Vice President

By: [Signature]
President

EXHIBIT MEMORANDUM:
This instrument is not satisfactory for photographic
recording due to carbon or photo copy, discolored
paper, etc., or due to illegibility. All black-outs, ad-
ditions and changes were present at time instrument
was filed and recorded.

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared MARVIN HENRY, President of MARVIN HENRY BUILDERS, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of October, A.D., 1977.

[Signature]
Notary Public in and for
Harris County, Texas

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared JULIO LAGUARTA, President of WATONGA INVESTMENT 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 purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of October, A.D., 1977.

[Signature]
Notary Public in and for
Harris County, Texas

178-10-6517

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared _____ President of Allied Bank of Texas, a State banking 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 purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A. D., 1977.

Notary Public in and for
Harris County, Texas

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of FANNIN BANK, a State banking 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 purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A. D., 1977.

Notary Public in and for
Harris County, Texas

Handwritten notes:
L... ..
1977... ..
DATE