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AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR QUAIL FOREST SECTION ONE

A SUBDIVISION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS X

COUNTY OF HARRIS COUNTY X

WHEREAS, QUAIL FOREST DEVELOPMENT CORPORATION, a Texas corporation, hereinafter referred to as the "Declarant", has heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Quail Forest, Section One, a subdivision in Harris County, Texas (herein referred as the "Declaration") which was filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. F837508 and Film Code No. 111-85-2537 in the Official Public Records of Real Property of Harris County, Texas, imposing on Quail Forest Section One subdivision in Harris County, Texas, according to the map or plat thereof recorded or to be recorded in the Map Records of Harris County, Texas (hereinafter referred as the "Properties"), all those certain reservations, easements, restrictions, covenants, conditions, charges and liens therein set forth for the benefit of the Properties and each Owner thereof; and,

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WHEREAS, on the 2nd day of October, 1985, notices were duly mailed to all owners of lots within Quail Forest, Section One regarding a meeting to be held on the 16th day of October, 1985 in order to amend the Declaration; and,

WHEREAS, this Amendment to the Declaration of Covenants, Conditions and Restrictions for Quail Forest, Section One a subdivision in Harris County, Texas was approved by two-thirds (2/3rds) of the Class A membership present and voting two-thirds (2/3rds) of Class B membership present and voting at the meeting duly called and held on the 16th day of October, 1985 for the purpose of amending the Declaration, and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, the undersigned, hereby amend, and consent to the amendment thereof, respectively, the Declaration as follows.

Article VIII, Section F, Rate, Amount and Payment of Annual Assessments is hereby deleted in its entirety and the following is and shall henceforth be said Section F, of Article VIII.

031-80-2282

F. Rate, Amount and Payment of Annual Assessments. The rate at which each Lot within the Quail Forest, Section One subdivision with a living unit constructed thereon will be assessed and shall pay to the Quail Forest Homeowners Association, Inc. an annual maintenance charge for the purpose of creating a fund to be known as the "Maintenance Fund" to be payable to the Quail Forest Homeowners Association, Inc. annually, in advance, shall not exceed \$255.00 except as hereinafter provided. The lots in the plat establishing Quail Forest, Section One shall each commence to bear their applicable Maintenance Fund assessment from and after that certain date fixed by the Board of Directors as the commencement date for same. Lots that are not occupied by residents and that are owned by Declarant, a builder or a building company shall be assessed from said commencement date at a rate of one-half (1/2) of the annual assessment provided for herein, but only at such time as they have been platted and improved. The rate of assessment for an individual Lot shall change as the character of ownership and the status of occupancy by a resident changes. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. The due date shall be established by the Board of Directors. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date until paid at the rate of nine and one-half percent (9 1/2%) per annum. The Association may bring action at law to collect such assessment against the Owner personally obligated to pay the same and to foreclose the vendor's lien reserved herein against the Lot against which such assessment is levied or may enforce collection by any other means authorized by law. The Association shall be entitled to recover with interest accrued at the rate hereinabove set forth, together with collection costs and reasonable attorney's fees incurred by it in forcing payment of such assessments.

No Owner may waive or otherwise avoid liability for the assessments provided for herein by nonuse of the Community Properties or by abandonment or conveyance of his Lot. This annual maintenance charge may be adjusted from year to year by Quail Forest Homeowners Association, Inc., its successors and assigns, as the need of the subdivision may require, and in the judgement of the Association its successors and assigns, but in no event shall the maximum charge be

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increased to more than the aforesaid \$255.00 plus the yearly rise, if any, of the Consumer Price Index as published by the United States Department of Labor for the preceding month of July; or more than ten percent (10%) of the amount in the preceding calendar year, whichever is greater, except as provided hereinafter. Any greater increase shall require the vote of 2/3 of each class of members in the Association who are voting in person or by proxy, at the annual meeting of the Association or at a meeting duly called for this purpose.

The amendment to the Declaration set forth herein shall be deemed to be part of, and shall be interpreted in accordance with the other provisions of, the Declaration. All provisions contained in the Declaration are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms thereof, except as expressly amended hereby.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration of Covenants, Conditions and Restrictions, to be effective the 16 day of October, 1985.

QUAIL FOREST HOMEOWNERS

HOMEOWNERS ASSOCIATION, INC.

ATTEST:

BY Deborah R. Williams
NAME Deborah R. Williams
TITLE SECRETARY

BY James D. Heil
NAME JAMES D. HEIL
TITLE PRESIDENT

THE STATE OF TEXAS X
X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared James D. Heil, President of Quail Forest Homeowners Association, Inc., a Texas 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.

GIVEN UNDER BY HAND AND SEAL OF OFFICE, this the 16 day of October, 1985.

Kelley Rightmire
Kelley Rightmire
Notary Public in and for
the State of Texas
Commission Expires 11-9-86
Kelley Rightmire

LOT OWNER Diana Fraser
(Print or Typed Name)

Section 1 Block 2 Lot 7

Address 12915 Lentander

By Diana Fraser
(Signature)

031-80-2284

THE STATE OF TEXAS X

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COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Diana Fraser, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of October, 1985.

Kelley Rightmire
Notary Public in and for
The State of TEXAS
Commission Expires 11-9-86
Kelley Rightmire

Notary Seal
Kelley Rightmire
Notary Public
State of Texas