

Amend

077-69-1309

05/21/87 00523109 L44685 2 9.00

L046885

FIRST AMENDMENT TO RESTRICTIONS
RAMBLEWOOD ESTATES

By written ballot during the period beginning June 10, 1985 and ending June 30, 1985, the Restrictions for Ramblewood Estates, recorded under County Clerk's File No. E604402, Film Code No. 195-10-2203 et seq., were amended as follows:

1. Section 17 of the Restrictions was amended in total and replaced by Exhibit A, which is attached hereto and made a part hereof.
2. Section 19 of the Restrictions was amended to include an additional paragraph which states:

"In any proceeding at law or equity wherein court costs and/or attorneys' fees are incurred, the person or persons against whom such actions are taken shall be liable for such court costs and for reasonable attorneys' fees incurred."

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3. Section 20, as detailed in Exhibit B, which is attached hereto and made a part hereof, was approved as an addition to the existing Restrictions of Ramblewood Estates.

All of the above amendments to the Restrictions for Ramblewood Estates were approved by at least fifty-one percent (51%) of the Lot Owners of Ramblewood Estates, in accordance with Section 18 of the Restrictions for Ramblewood Estates. The results of the balloting were certified on July 8, 1985, by H. V. Swearingen, Adalbert H. Wilhelm and James Liepke.

Executed on this 29 day of March 1987.

RAMBLEWOOD PROPERTY OWNERS
ASSOCIATION, INC.

By: Thomas C Bates
Thomas C. Bates,
President

ATTEST:

Helen A. Maxwell
Signature

Helen A. Maxwell, Secretary
Printed Name, Title

3/29/87
Date

3825.024

FILED
Mar 31 10 46 AM '87
Clerk's Office
CLERK OF COUNTY CLERK
HARRIS COUNTY, TEXAS

H&D -
Eikenburg & Stiles
1100 First City Bank Bldg
Houston, TX 77002

A CERTIFIED COPY

JUL 03 2002

ATTEST
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Laquita A. Gaines Deputy
LAQUITA A. GAINES

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

077-69-1310

17. Maintenance Fund

A. Creation of the Lien and Personal Obligation for Assessments.

Each owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be expressed in such Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (1) Annual assessments or charges
- (2) Special assessments for capital improvements; and
- (3) Any other sums to the extent they are specifically provided for elsewhere in this instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be charged on the land and shall be secured by a continuing Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Ramblewood Estates for the improvement and maintenance of any Common Area.

C. Maximum Annual Assessments. Beginning July 1 of the year 1985, the maximum annual assessment shall be \$60.00 per lot.

(1) From and after July 1, 1986, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(2) From and after July 1, 1986, the maximum annual assessment may be increased above 3% by a majority vote of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of 66 2/3% of the 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 Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of all eligible votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements.

F. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on July 1, 1985. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand,

EXHIBIT A
Page 1 of 2

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JUL 03 2002

ATTEST

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Laquita A. Gaines
Deputy
LAQUITA A. GAINES

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EXHIBIT A

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.

G. Rates of Assessment. Annual assessments and any Special Assessments on all Lots must be fixed at a uniform rate for all lots whether improved or unimproved.

H. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. No owner can waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his lot.

I. Subordination of the Lien to Mortgages. The Lien securing the payment of all assessments and charges due the Association, provided for herein shall be subordinate to any valid purchase money lien or mortgage covering a Lot. Sale or transfer of any Lot shall not affect the assessment Lien. However, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the lien securing such assessments or charges as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitation, if any, as the Board may determine.

EXHIBIT A

Page 2 of 2

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ATTEST:

BEVERLY B. RAUFMAN, County Clerk
Harris County, Texas

Laquita A. Gaines Deputy
LAQUITA A. GAINES

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THE FEDERAL LAW.

20. Special Assessment for Water Distribution System

A. The Association shall levy an assessment in the fiscal year 1985-1986 for the express purpose of paying for installation of a new water distribution system, fire hydrants and hook up to the water system of the City of Humble, pursuant to a Contractual Agreement between the Association and the City of Humble. The amount of this assessment shall not exceed \$2,331.00 per lot.

B. Creation of the Lien and Personal Obligation for Assessment. This assessment is to be fixed, established and collected as hereinafter provided. This assessment together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be charged on the land and shall be secured by a continuing lien upon the lot against which such assessment is made. Such assessment together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular lot at the time the assessment fell due notwithstanding any subsequent transfer of title to such lot. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by them.

C. Effect of Nonpayment of Assessment: Remedies of the Association: This assessment if not paid when due shall be delinquent. If this assessment is not paid within ninety (90) days after the due date, it shall bear interest from the due date at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the lot. Interest, costs and reasonable attorney's fees incurred in such action shall be added to the amount of such assessment or charge. Each such Owner, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessment as a debt and to enforce liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosures in connection with said lien. No owner can waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot.

D. Subordination of the Lien to Mortgages. The Lien securing the payment of this assessment due the Association, provided for herein shall be subordinate to any valid purchase money lien or mortgage covering a Lot. Sale or transfer of any Lot shall not affect the assessment Lien. However, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the lien securing such assessment as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing this assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitation, if any, as the Board may determine.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number 39999 on the date and at the time signed hereon, 1987, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 31 1987



Pete Williams
COUNTY CLERK
HARRIS COUNTY, TEXAS

A CERTIFIED COPY

JUL 03 2002

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Laquita A. Gaines
Deputy
LAQUITA A. GAINES

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