

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
EAGLE LANDING, SECTION SIX (6)

1EE

THE STATE OF TEXAS	§	RECORDED BY
	§	SOUTH LAND TITLE, LLC
COUNTY OF HARRIS	§	GF # <u>1456-10-2468</u>

WHEREAS, by that certain Declaration of Covenants, Conditions and Restrictions of Eagle Landing, Sections Six and Seven (the "Declaration"), filed in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 20090472863, WOODMERE DEVELOPMENT CO., LTD., a Texas limited partnership (the "Declarant"), imposed certain covenants, conditions and restrictions upon that certain real property, which is described and referred to as EAGLE LANDING, SECTION SIX (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 624094 of the Plat Records of Harris County, Texas (the "Subdivision"); and,

WHEREAS, by Texas Property Code Section 209.0041(h), the Declaration may be amended by affirmative vote of 67% of the total votes allocated to the property owners in the subdivision subject to the Declaration; and,

WHEREAS, Declarant is the current Owner of Sixty Six (66) lots in the subdivision out of ninety-seven (97) total lots in the Subdivision, thus constituting greater than 67% of the total lots and votes in the Subdivision; and,

WHEREAS, Declarant, as owner of greater than 67% of the total votes outstanding in the subdivision has affixed it's consent to and approval of this amendment to the Declaration below; and,

WHEREAS, Declarant and EAGLE LANDING COMMUNITY ASSOCIATION, a Texas non-profit corporation (the "Association") desire to amend the Declaration, as set forth

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below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

WOODMERE DEVELOPMENT CO., LTD. and the Association, each acting herein by and through their respective duly authorized officers, hereby amend the Declaration, as follows:

**Article VII is hereby revoked in its entirety and replaced by the following:**

“ARTICLE VII  
ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the subdivision hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, (3) capitalization fees or charges, and (4) other charges assessed against an Owner and his Lot as provided in any other Sections of this Declaration (collectively referred to as “Assessments”), such assessments and charges to be established and collected as herein provided. The annual and special assessments, as well as the other charges described in this Declaration, together with interest, collection costs and reasonable attorney’s fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such assessment and/or charge is made. Each such assessment and other charges, together with interest, collection costs and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned Lot unless expressly assumed in writing.

7.2 Purpose of Assessments. The Assessments levied by the Association shall be

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used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement, maintenance and management of lakes, ponds and any Common Area and Common Facilities of the Association as well as any esplanades or landscaped areas within street rights-of-way designated by the Board of Directors of the Association as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the lakes, ponds and Common Area and Common Facilities, if any; constructing and maintaining parkways, green belts, detention areas, right-of-ways, easements, esplanades, Common Areas, sidewalks, paths, and other public areas; construction and operations of all street lights; insecticide services; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, and/or security service, if desired; caring for vacant Lots and doing other things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and Director and Officer liability insurance in amounts deemed proper by the Board of Directors of the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously from the date of conveyance of the first Lot to a builder or building company or to a resident Owner. The first annual

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assessment shall be adjusted according to the number of months remaining in the calendar year. Lots which are, or at any time have been occupied, shall be subject to the annual assessment determined by the Board of Directors according to the provisions of Section 7.3. Lots which are not and have never been occupied, and which are owned by a builder or building company shall be subject to an annual assessment equal to one-half (1/2) of the annual assessment applicable to occupied Lots. The rate of assessment for any calendar year for any individual Lot can change within that calendar year as the character of ownership and the status of occupancy changes, however, once any Lot has become subject to assessment at the full rate, it shall not thereafter revert to assessment at the lower rate. The applicable assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year. A builder shall only be responsible to pay fifty percent (50%) of the assessment of other Lot Owners, for the period of time that the builder owns a Lot.

7.3 Maximum Annual Assessment. Until January 1, 2013, the maximum annual assessment shall not exceed \$473.00 per Lot. Thereafter, it may be increased as follows:

(a) Pursuant to subsection (b), below, the Board of Directors may call a meeting of the Board of Directors for the purpose of increasing the amount for the subsequent annual assessment at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Maintenance fees are due on January 31 of that year. If for any reason the Board of Directors fails to hold such a meeting for the purpose of increasing the annual assessment for any year by December 2 of the preceding year, it shall be deemed that the annual assessment for such year will be the same as established for the preceding year, and such annual assessment shall continue unchanged until the Board of Directors establishes a new annual assessment in accord with the provisions hereof.

(b) Any change to the Annual Assessment from the prior year's Annual Assessment shall have the approval of a majority of the Board of Directors of the Association and shall occur at an open meeting of the Board only upon proper notice to the members of the Association. Proper notice shall include notice mailed to each Owner at the address on file with the Association, as set forth in Section 5.2, above, no earlier than sixty (60) days prior to the meeting, and no later than ten (10) days prior to the meeting. Notwithstanding the foregoing, proper notice may be accomplished by electronic mail, if an Owner has registered his/her/its electronic mail address with the Association, or by any other means authorized by this Declaration or applicable law, including but not limited to posting notice on the Association's website. It is the intent of this Section 7.3(b) to comply with Texas Property Code Section 209.0051(e), as may be from time-to-time amended.

7.4 Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current 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 the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the approval of two-thirds (2/3rds) of the votes of those members of each class who are voting in person or by proxy at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U. S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door to door canvas. Upon

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the levying of any Special Assessment pursuant to the provisions of this Section 7.4, the Association shall cause to be recorded in the Official Public Records of the Harris County Clerk's Office a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of each class of votes represented, the number of each class voting "for" and "against" the levy, the amount of the special assessment authorized, and the date by which the special assessment must be paid in order to avoid being delinquent.

7.5 Capitalization Fee. In addition to the annual assessment set forth in Section 7.3, above, the Board shall be authorized to assess a Capitalization Fee upon all Property subject to this Declaration, as well as any amendments or supplements hereto. This Capitalization Fee shall by default be assessed to the transferee of any transaction conveying title to any Lot in the Property; however, the transferor and transferee of any such transaction conveying title to any Lot in the Property may contract or otherwise agree to pay the Capitalization Fee in any proportion they so choose. The Capitalization Fee shall be paid by the responsible party or parties at the closing of the Lot. The Capitalization Fee is initially set at \$300.00. f The Board of Directors may adjust the Capitalization Fee in the same manner as the annual assessment, set forth in Section 7.3, above. This Capitalization Fee shall last in perpetuity. Notwithstanding the foregoing, this Section 7.5 shall not apply to the sale of any Property from Declarant to another builder for the purpose of constructing and selling a single family residence for occupancy by an Owner.

7.6 Notice and Quorum for any Action Authorized under Paragraphs 7.3, 7.4 and 7.5. Written notice of any meeting called for the purpose of taking any action authorized under

Sections 7.3, 7.4 and/or 7.5 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the members is conducted by mail or door to door canvas, the approval of two-thirds (2/3rds) of the total membership of each class is required.

7.7 Effect of Nonpayment of Assessments. Any assessment, annual or special, or other charges assessed in accordance with this Declaration not paid within thirty-one (31) days after its due date shall bear interest from the due date at a rate of ten percent (10%) per annum. 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, penalties, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a vendor's lien for the benefit of the Association shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof. As additional security for the payment of the assessments hereby levied, each Owner of a Lot in the subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot. Both the vendor's lien and the lien granted by each Owner shall be enforceable through appropriate judicial and/or non-judicial proceedings by the Association, including but not limited to expedited judicial foreclosure as authorized by Texas Property Code Section 209.0092, as may

then be amended. Upon the obtaining of an order under Rule 736 of the Texas Rules of Civil Procedure authorizing the foreclosure of the herein retained lien, the Association may foreclose the lien in compliance with the Texas Property Code, as may then be amended.

Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the liens hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, upon tendering written notice by certified mail, return receipt requested of the delinquency and giving ten (10) days to cure the delinquency, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate for so long as such default exists. It is the intent of this paragraph to comply with Texas Property Code Section 209.006, as may then be amended.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above-described assessments.

7.8 Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a vendor's lien and right to judicial foreclosure securing the payment of all assessments and charges due the Association, but said vendor's lien and right to judicial foreclosure shall be subordinate to any valid purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of

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any Lot shall not affect said vendor's lien or right to judicial foreclosure. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage pursuant to a judicial or non judicial foreclosure under such lien or mortgage shall extinguish the vendor's lien and right to judicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner hereof from liability for any charges or assessments thereafter becoming due or from the lien hereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of the Board of Directors, may subordinate the lien securing any assessment provided or herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such board may determine.

7.9 Future Sections. The Association shall use the proceeds of the assessments for the use and benefit of all residents of the Property, provided, however, that any additional property made a part of the Property by annexation under Section 8.6 of this Declaration, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform per Lot basis equivalent to the maintenance charge and assessment imposed hereby, and further, made subject to the jurisdiction of the Association.”

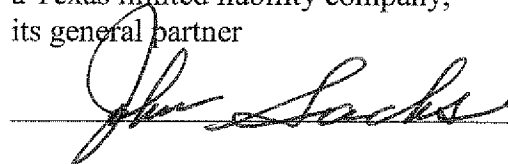
EXECUTED AND EFFECTIVE this 26 day of Sept . , 2012.

Declarant:

**WOODMERE DEVELOPMENT CO., LTD.,**  
a Texas limited partnership

By: WOODMERE GP, LLC,  
a Texas limited liability company,  
its general partner

By:



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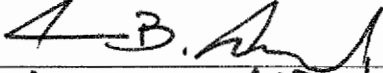
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Name: John Sachs  
Title: Manager

Association:

**EAGLE LANDING COMMUNITY  
ASSOCIATION,**  
a Texas non-profit corporation

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By:   
Name: Aaron B. Alford  
Title: Director

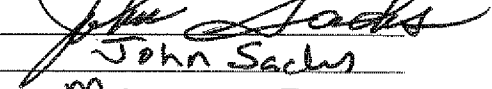
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**LOT OWNERS' CONSENT**

Woodmere Development Co., Ltd., being the current Owner of Sixty Six (66) Lots in EAGLE LANDING, SECTION SIX (6) as shown on that certain map or plat recorded in Film Code No. 624094, Map Records, Harris County, Texas, hereby consents to this Amendment to that certain Declaration of Covenants, Conditions and Restrictions of EAGLE LANDING, SECTION SIX (6), as recorded in Harris County Clerk's File No. 20090472863 (the "Declaration"), as required by Section 8.1 of said Declaration and/or Texas Property Code Section 209.0041(h).

**WOODMERE DEVELOPMENT CO., LTD.,**  
a Texas limited partnership

By: **WOODMERE GP, LLC,**  
a Texas limited liability company,  
its general partner

By:   
Name: John Sachs  
Title: Manager

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THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John Sachs, MANAGER of WOODMERE GP, LLC, a Texas limited liability company, general partner of WOODMERE DEVELOPMENT CO., LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of September, 2012.

[SEAL]



Natalie Stempfer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires:  
3/07/2015  
Natalie Stempfer  
Printed Name of Notary

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DARON B DeFORD, MANAGER/DIRECTOR of EAGLE LANDING COMMUNITY ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of September, 2012.

[SEAL]



Natalie Stempfer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires:  
3/07/2015  
Natalie Stempfer  
Printed Name of Notary

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10/04/2012 08:25:02 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 60.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts 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 Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS