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**Amendment to Declaration of Covenants,
Conditions and Restrictions, For
Mill Creek Landing**

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY X

WHEREAS, on August 30, 1979, MILL RIDGE, INC., (herein and therein referred to as "Developer"), executed that certain Declaration of Covenants, Conditions and Restrictions, for Mill Creek, Section One, (hereinafter referred to as the "Original Restrictions"), filed for record in Volume 1152, Page 337, Deed Records of Montgomery County, Texas; and,

WHEREAS, the Developer adopted said Original Restriction for Mill Creek Landing, Section Two by instrument filed under Clerk's File No. 8257615, in the Real Property Records of Montgomery County, Texas; and

WHEREAS, the Original Restrictions provide in Article VI, paragraph 14 thereof, that the Board of Directors of the Mill Creek Landing Homeowner's Association may upon majority vote, on December 31, 1989, or on any 10 year anniversary thereof, change the Original Restrictions, in whole or in part: and

WHEREAS, the Board of Directors for the Association desires and has voted that as of December 31, 1999, it shall amend the Original Restrictions; and

WHEREAS, the Board of Directors for the Association has notified all Owners in said Mill Creek Landing Subdivision of its intent to amend the Original Restrictions for Mill Creek Landing Subdivision, Sections One, Two and Three;

NOW, THEREFORE, the Board of Directors of the Mill Creek Landing Homeowner's Association hereby adopts, establishes and imposes upon the Subdivision known as Mill Creek Landing, as hereinafter described and declares the following reservations, restrictions, covenants and conditions, applicable to the real property described as follows:

MILL CREEK LANDING, Section One, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet C, Sheet or Page 47, of the Map Records of Montgomery County, Texas; and

MILL CREEK LANDING, Section Two, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet or Page 84B, and re-platted in Cabinet E, Sheet or Page 6, Map Records, Montgomery County, Texas; and

MILL CREEK LANDING, Section Three, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet or Page 83B, Map Records, Montgomery County, Texas.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to MILL CREEK LANDING HOMEOWNER'S ASSOCIATION, a Texas nonprofit corporation, to be formed as hereafter provided.

Section 2. "Owner" shall mean and refer to the record owner of a Lot in MILL CREEK LANDING, a recorded subdivision in Montgomery County, being out of and a part of the above-described Property.

Section 3. "Developer" shall mean and refer to MILL RIDGE, INC., a Texas corporation.

Section 4. "Lot" shall refer to and mean a lot out of and a part of the said MILL CREEK LANDING, a recorded subdivision in Montgomery County, Texas.

Section 5. "Subdivision" shall refer to and mean Mill Creek Landing a recorded subdivision located out of and a part of the above-described Property.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Association for the common use and enjoyment of all the Owners as may be determined by the Association.

ARTICLE II

Homeowners Association

Developer has or will cause to be organized under the laws of the State of Texas, as a non-profit corporation, a community service association under the name of Mill Creek Landing Homeowners Association, Inc., (hereinafter sometimes referred to as the "Association") which has the specific purpose of enforcing, collecting and

receipting for the service charge hereinafter imposed upon the above described lots and for the purpose of managing, controlling and expending the funds derived therefrom, and the membership in said Association shall be restricted to the record owners of lots in the aforesaid Subdivision, and such other members as shall be admitted from time to time by the lot owners in accordance with the charter and bylaws of the association, including, but not limited to Developer and its successors and assigns, all home builders, and investors who may become record owners of lots in said Subdivision. Each such person or entity owning one or more lots therein shall be entitled to membership in the association, subject to the bylaws and the rules and regulations pertaining to membership which are legally established from time to time, and at any meeting of the membership where voting takes place shall be entitled to one vote per lot.

ARTICLE III

Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor subject to these Covenants, Conditions and Restrictions, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, 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. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and for the improvements and maintenance of the common areas in the Subdivision. Such uses may include, but are not limited to, the cost to the Association to purchase, build, and maintain property with a community center, and other facilities and activities including, but not limited to, mowing grass along the road, caring for the

roadsides, and other services that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges.

Section 3. Amount of Assessment.

Until December 31, 2009, the maintenance assessment for each Lot shall be \$60.00 per year payable to the Association in advance on or before the 15th day of January of each year. From and after December 31, 2009, the maintenance assessment shall be in an amount determined by the Board of Directors of the Association, provided however, if the Board of Directors of the Association fails to set the maintenance assessment at such time, the assessment shall remain \$60.00 per year.

Section 4. Accrual of Assessment.

The maintenance assessment chargeable to each Lot shall begin to accrue at the time that each respective Lot is sold by the Developer. The developer, its successors, or assigns, shall not be liable for any uncollected maintenance fees and shall not be liable for the payment of maintenance fees on its unsold lots or any repossessed lots held by it. Written notice of the maintenance assessment shall be sent to each Lot owner.

Section 5. Quorum for Action by Association.

At a meeting of the members of the Association, a quorum shall consist of no less than fifteen percent (15%) of the Lot owners represented either in person or by proxy. Said quorum may be amended by the Board of Directors of the Association after December 31, 2009.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the delinquency date at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees on any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a lot, hereby expressly vests in the MILL CREEK LANDING HOMEOWNER'S ASSOCIATION, INC. or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed or trust lien on real property, and such Owner hereby expressly grants to the Association a power of

sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to bid in at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary and expedient.

Section 7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof 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.

ARTICLE IV

Use Restrictions

Section 1. Restrictions.

1. No cess pools shall ever be dug, used, or maintained on any Lot, and whenever a residence is established on a Lot, all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited;
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back-water. Culverts or bridges must be used for driveways and/or walks;
3. The Lot shall be used for new residence purposes only, and no part thereof shall be used for business purposes nor any other structure whatsoever, other than a first-class private residence, with the customary outbuildings, except property determined by majority of the Board of Directors to be designated as common areas with a Community Building.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this property shall at any time be used as a residence temporarily or

permanently, nor shall any structure of a temporary character be used as a residence.

5. No residence shall be erected or placed upon a Lot herein restricted as residential property which does not contain at least 1400 square feet exclusive of porches and garages. Residential property is here meant for the use of erecting thereon a first-class private residence, with the customary out-building, garage, and servant's houses. No corrugated iron, roll siding, tar paper or similar composition will be allowed for outside finishing materials.
6. House plans must be submitted and approved by the Board of Directors before construction begins. Exterior of residence must be complete within one year and before occupancy.
7. No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property, except educational projects (4H, FFA, etc.). One horse may be kept per acre of land. Dogs, cats, or household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes;
8. No building shall be located nearer than 75 feet to the front property line nor nearer than 10 feet to any side street line, nor nearer than 5 feet to the inside property line;
9. There is a 5 foot utility easement over, under, along and across the property herein contracted on 3 sides of said property and a 10 foot utility easement on the street side of said property for purposes of installing, using, repairing and maintaining; public utilities, water and sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches.
10. Owner agrees that he will not permit grass or weeds to become unsightly before cutting same, nor allow trash, junk, or any unsightly objects to be dumped or accumulated on said property, in default of which the association or its assigns may cut grass or weeds or remove said trash, junk or unsightly objects and charge the cost thereof to the Owner of the Lot, such costs to be paid within 30 days after demand is made therefor. Property visible from road must be maintained in a neat and presentable manner.
11. No sign of any kind shall be displayed to the public view on the Lot without written permission from the Association.
12. No tree or trees shall be sold cut or removed from a Lot without written permission from the Association, except to provide space for dwelling.

13. No firearms shall be discharged or displayed on any Lot. No game hunting allowed in the subdivision.
14. The restrictions and Covenants are to run with the land, and shall be binding on all of the parties and all persons until December 31, 2009, at which time such covenants shall be automatically extended for successive period of 10 years, unless the majority of the Board of directors of the Association agree to change the covenants or restrictions in whole or in part.
15. An Owner of a Lot accepts a Lot SUBJECT to the above set out restrictions, easements, and covenants running with the land, and Owner and Owner's heirs, successors and assigns, covenant with their respective grantors that they will, and that their successors, heirs, and assigns, shall faithfully observe and perform said restrictions and conditions, and each of them and if any purchaser or any person claiming under such purchaser, shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions, or for any grantor of any property to institute and prosecute appropriate proceedings at law or equity, including the right of injunctive relief, for the wrong done or attempted.
16. It is agreed that nothing may be done by an Owner, his grantees or assigns which would result in changing or altering or interfering with existing drainage of water across a Lot of adjacent property.
17. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions or covenants and same shall remain in full force and effect.
18. No Lots shall be re-subdivided into less than two acre tracts.
19. Each Owner of a Lot binds and obligates himself through purchase of said lot or lots to maintain the same at his own expense in a neat and presentable manner.

ARTICLE V

Property Subject to Covenants

Conditions and Restriction

The Covenants, Conditions and Restrictions herein named shall be applicable to all Lots in Mill Creek Landing, Section One, Section Two, and Section Three.

ARTICLE VI
General Provisions

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of those covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED this 20 day of December, 1999.

Attest:

By: Lerna K. Hansel
Assistant Secretary

MILL CREEK LANDING H.O.A.

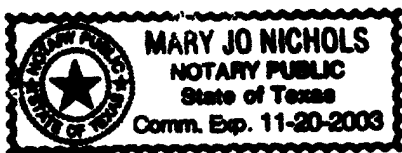
By: Gerald S. King
Gerald King, Board of Directors
President 15319 BRIDGE LANE
MAGNOLIA, TEXAS 77354

THE STATE OF TEXAS X

COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gerald King, Board of Directors' President of Mill Creek Landing H.O.A., 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
20th day of December, 1999.



Mary Jo Nichols
Notary Public in and for
Montgomery County, Tx.

633-00-1886

FILED FOR RECORD

99 DEC 20 PM 1:59

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

DEPUTY

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

DEC 20 1999



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS