

RECEIVED JUN 15 1987

PLW

**M148741**

146-68-0376

THIRD AMENDMENT OF RESTRICTIONS  
FOR BROKEN BAYOU

05/05/89 00385742 0148741 # 00175

*B* *th*

THE STATE OF TEXAS §  
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

*Official copy original*

WHEREAS, by that certain "Amendment of Restrictions," dated April 6, 1972, and recorded in the Office of the County Clerk of Harris County, Texas under Clerk's File No. D-732228 and Film Code No. 152-38-2354, Restrictions were amended and established against certain tracts of land described and referred to thereunder as the "Hood Tract" and "Clark Tract No. 2" (said Hood Tract and Clark Tract No. 2 herein collectively referred to as "Broken Bayou" or "the subdivision"); and,

*lee*

WHEREAS, the Hood Tract is described as follows:

That certain tract or parcel of land, containing 3.2076 acres and being the Northeast 1/2 of the Emmet V. Clark 6.4152 acre tract, out of the West end of a 7.48 acre tract and including the Southeast 1/2 of Memorial Drive adjacent to the Northeast 1/2 of the said Clark Tract;

*30*

and being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein for all purposes the same as if fully copied and set forth at length; and

WHEREAS, the Clark Tract No. 2 is described as follows:

Lying wholly in Harris County, Texas and being 69,956 square feet of land out of the Emmett V. Clark 7.48 acre tract in the Joel Wheaton Survey, A-80, Harris County, Texas;

and being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated by reference herein for all purposes the same as if fully copied and set forth at length; and

Harris County, Texas under Clerk's File No. D-875716 and Film Code No. 181-32-2486; and

WHEREAS, the undersigned desire to amend the Amended Restrictions insofar and only insofar as hereinafter stated;

NOW THEREFORE, the undersigned, being one hundred percent (100%) of the record building site owners of Broken Bayou located in Harris County, Texas hereby amend the Amended Restrictions which shall be applicable to the use, occupancy and conveyance of all building sites and each contract or deed which may be hereafter executed with regard to any of the building sites in Broken Bayou shall conclusively be held to have been executed, delivered and accepted, subject to the Amended Restrictions, as amended herein, regardless of whether said restrictions are set out in full or are incorporated by reference in said contract or deed.

I.

The Amended Restrictions are hereby amended by adding the following new Paragraph 7-A, which is to follow Paragraph 7:

"Notwithstanding any provision to the contrary in these Restrictions, the Architectural Control Committee shall be a permanent committee. In the event of death or resignation of any member of the Committee, successor members of the Architectural Control Committee shall be appointed by majority vote of the Board of Directors of Broken Bayou, Inc. If no Architectural Control Committee is appointed, or is unable to function for any other reason, then the Board of Directors shall function as the Architectural Control Committee, abiding by the rules governing the Architectural Control Committee as set out in the Covenants and Restrictions."

"10-A. (a) Notwithstanding any provision to the contrary in these Restrictions, the Board of Directors of Broken Bayou, Inc., ("Board") shall have the sole authority to, assess, collect and determine the amount of the annual maintenance fund charge. The Board shall also have the sole authority to increase the annual maintenance fees up to fifteen percent (15%) over prior year's assessments without a vote of the membership. The Board of Directors may change the rate and fix the due date, provided such notification is given with notices of the new rate and new date each year thirty (30) days prior to fiscal or calendar year end.

"(b) No building site owner's annual maintenance fund charge shall be increased above fifteen percent (15%) over prior years unless such increase is approved by fifty-one percent (51%) of the votes that are cast at the annual meeting of the members of Broken Bayou, Inc.

"(c) If the Board subsequently determines that the annual maintenance fund is insufficient to provide for the items and services covered by the maintenance fund, then the Board shall have the authority to assess a special maintenance charge to cover such additional expenses. If the Board desires to assess a special maintenance charge, such special maintenance charge first must be approved by two-thirds (2/3%) of the votes that are cast at a special meeting of the members of Broken Bayou, Inc. called for that purpose.

"(d) If an annual maintenance charge or a special maintenance charge is not paid on the date it becomes due, it shall be delinquent, and the Board may suspend such delinquent building site owner's voting

charge remains unpaid. If the maintenance charge or special maintenance charge is not paid within thirty (30) days after the due date, then it shall bear interest from the due date up to the maximum rate of interest permitted by law. This rate will be set each year by the Board of Directors in conjunction with the annual maintenance rate.

"(e) The lien established in paragraph 10 of these Restrictions shall also secure payment of the special maintenance charge. Each building site owner, by signing this Amendment, expressly grants to Broken Bayou, Inc., a non-judicial power of sale in connection with the lien. Such lien shall be a continuing lien on each building site owner's property and shall bind such property in the hands of the current building site owner, his heirs, devisees, personal representatives and assigns. In the event a building site owner is more than thirty (30) days delinquent in the payment of an annual maintenance charge or a special maintenance charge, then the Board may foreclose such lien and may bring an action at law against the building site owner personally obligated to pay such charges. Such lien may be foreclosed either judicially or non-judicially. However, no lien may be foreclosed unless the Board has given the delinquent building site owner at least thirty (30) days advance notice of such foreclosure.

"(f) Broken Bayou, Inc., shall have the right to enforce these restrictions in its own name and to recover reasonable attorney's fees, collection costs and documentation fees in connection with the collection of any delinquent annual or special maintenance charge."

"These Restrictions may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of all building site owners who are members in good standing of Broken Bayou, Inc. (For purposes of this provision, the term 'member in good standing' shall mean a member of Broken Bayou, Inc. who is not delinquent in the payment of any dues or maintenance fund charge and who still retains voting rights in Broken Bayou, Inc.) No amendment shall be effective until recorded in the Real Property Records of Harris County, Texas."

(52)  
170r

*J. D. Reeve M.D.*  
J. D. Reeve, M.D.

*Jerry G. Reeve*  
Jerry G. Reeve

*Thos. Benson DVM*  
Thos. Benson DVM

*Sylvia R. Benson*  
Sylvia R. Benson

*P. Z. Mallory*  
P. Z. Mallory

*Betty S. Mallory*  
Betty S. Mallory

*Ben R. Reynolds*  
Ben. R. Reynolds

*Earlene W. Reynolds*  
Earlene W. Reynolds

*I. W. Phillips*  
I. W. Phillips

*Burton Hering*  
Burton Hering

*Finn Langerud*  
Finn Langerud

*Bonnie A. Hood*  
Bonnie A. Hood

*Mary S. Russell*  
Mary S. Russell

*Jéannine R. Connor*  
Jéannine R. Connor



*Claudia K. Langerud*  
Claudia K. Langerud

*Mary Ellen Spafford*  
Mary Ellen Spafford