

134-98-2335

AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS }

COUNTY OF HARRIS }

WHEREAS, on the 30th day of November, 1977, under Harris County Clerk's File No. F390729 restrictions were recorded which covered certain real estate known as NOTTINGHAM COUNTRY, SECTION SIX (6), Harris County, Texas; and

WHEREAS, the restrictions which were recorded provided in Paragraph 22 among other things that the declaration of restrictions may be amended by Kickerillo Company any time within five (5) years of the date of the instrument; and

WHEREAS, Kickerillo Company desires to amend said restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I.

That the restrictions filed of record aforesaid are hereby amended so as to read as follows:

(a) The existing paragraph 18 is deleted in its entirety and Paragraph 18 shall henceforth read as follows:

18. MAINTENANCE FUND

Each lot shall be subject to an annual maintenance charge in an amount not to exceed Three Hundred Dollars (\$300.00) per lot, which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge shall be payable annually to Nottingham Country Community Improvement Association, Inc., a non-profit corporation, in advance on January 1 of each year, commencing with the date of conveyance of such lot by Kickerillo Company, its successors and assigns, and to secure the payment of such maintenance charge, a vendor's lien is herein and hereby retained against the above described property in favor of Nottingham Country Community Improvement Association, Inc., its successors and assigns, to secure the full and final payment of such maintenance charge. However, the aforesaid vendor's lien is expressly subordinate and inferior to any first mortgage lien on any lot in the subdivision. All past due maintenance charges shall bear interest from its due date at 8% per annum until paid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed by Kickerillo, or its assigns, with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of cul-de-sac islands, esplanades and all other esthetic features located within County rights-of-way), toward the payment for maintenance or installation of streets, alleyways, paths, parks, parkways, cul-de-sacs, esplanades, vacant lots, lighting, fogging, employing of policemen and workmen, and any other things necessary or desirable in the opinion of Nottingham Country Community Improvement Association, Inc., to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of Nottingham Country Community Improvement Association, Inc. in the expenditure of said fund shall be final as long as said judgment is exercised in good faith. Such maintenance charge may be adjusted by Nottingham Country Community Improvement Association, Inc., from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Three Hundred Dollars (\$300.00) per lot per year. The maintenance charge shall remain effective until May 31, 1998, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either May 31, 1998, or at the end of any successive ten (10) year period thereafter by

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executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to May 31, 1998, or at any time prior to the expiration of any successive ten (10) year period thereafter.

SIGNED THIS THE 30<sup>TH</sup> DAY OF JULY, 1979. *for*

ATTEST

KICKERILLO COMPANY

*Dorothy G. Morris*  
Dorothy G. Morris, Secretary

By *W. Philip Conway*  
W. Philip Conway, President

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared W. PHILIP CONWAY, President of KICKERILLO COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30<sup>th</sup> day of July, 1979.

*Sherrie V. Robinson*  
Notary Public in and for Harris County, Texas

My Commission Expires: 5-17-1981

SHERRIE V. ROBINSON  
Notary Public in Harris County, Texas.  
My Commission Expires May 17, 1981  
Bonded by Alexander Lovett, Lawyers' Surety Corp.

*PERMANENT  
T. D. Smith - Atty. at Law  
1300 TEXAS AVE. #206  
HOUSTON, TX 77002*