

amend P966708

500-22-2458

**AMENDMENT TO RESTRICTIONS AND AGREEMENT ESTABLISHING
MAINTENANCE CHARGE FOR MADISON NORTH
FILED IN/UNDER COUNTY CLERK'S FILE NO. N919859**

STATE OF TEXAS
COUNTY OF HARRIS

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That, **STUART & HILL INC.**, a Texas corporation, hereinafter called Grantor, being the owner of more than sixty percent of the lots in that certain subdivision known as **MADISON NORTH** according to the plat of said unrecorded subdivision in Harris County, Texas, those certain Restrictions of record in Harris County, Texas, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants, easements, liens and charges as if set out in full in said contract or deed or referred to in any contract or deed. The Amended Restrictions and Agreements Establishing Maintenance Charge for **MADISON NORTH** Subdivision shall read as follows:

RESERVATIONS

In authenticating the subdivision map, there shall be and are hereby reserved by Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof;

1.

GRANTOR reserves the necessary utility easements and rights-of-way, as shown on the aforesaid map or **MADISON NORTH** Subdivision. Records to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of GRANTOR and the property owners in the subdivision to allow for the construction, maintenance and operation of a system of electric lights and power, telephone lines, gas, water, sewers, fences, streets, walks, gates or any other utility or service which GRANTOR may find necessary for the purpose of proper service of lots in said Subdivision.

2.

Neither GRANTOR nor any utility company using the above mentioned easements shall be liable for any damage one by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers, or other property of the owner situated on the land covered by said easements.

3.

It shall be and is expressly agreed and understood that the title conveyed by GRANTOR to any lot or parcel of land in the **MADISON NORTH** subdivision, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the entrance markers, walks, water, gas, sewer, electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereon constructed by GRANTOR or public easements, premises or any part thereof to serve said property or any other portions of **MADISON NORTH** Subdivision and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any party is hereby expressly reserved for purposes of providing public services.

MADISON NORTH SUBDIVISION COMMITTEE

MADISON NORTH Subdivision Committee is hereby created consisting of three (3) members to be selected by the majority of lot owners in **MADISON NORTH** Subdivision.

The Committee shall function as **MADISON NORTH** representatives of all of the property owners in **MADISON NORTH** Subdivision to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of said Committee, and

shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.

MAINTENANCE CHARGE

Each lot or building site conforming to the provisions of Paragraph 4 of the Section hereof entitled "Restrictions", may, by majority vote of the Committee, be subjected to a monthly maintenance charge for the purpose of creating a fund to be known as the "MAINTENANCE FUND", to be paid by owners of each and all the sites in said subdivision monthly, in advance. Said fund shall be used to do anything necessary of desirable, which in the opinion of the committee will keep the property neat and presentable, or for any other purposes which the committee considers will benefit the owners of property in MADISON NORTH Subdivision. The Maintenance Fee is \$10 per month. It may be raised according to the consumer price index.

To secure the payment of the Maintenance Charge levied against each lot or building site, a vendor's lien shall be reserved in favor of the Financing Company in the deed from Grantor. Or should such deed fail to reserve the lien, such lien is hereby created against all lots or building sites as though it had been reserved, and shall be enforceable by appropriate proceedings at law by the association. All unpaid maintenance charges, including interest thereof at ten percent (10%) per annum, shall constitute a lien on such property superior (prior) to all other liens and encumbrances, except only for:

- (a) Tax liens in favor of any property and;
- (b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such lien.

To evidence such lien the association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the property and a description of the property. Such a notice shall be signed by the association and may be recorded in the Office of the County Clerk of Harris County. Such lien for the maintenance fee shall attach from the date of the failure of payment of the maintenance fee. Such lien may be enforced by foreclosure of the defaulting Owner's property by the association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees.

RESTRICTIONS

1.

No buildings or structures (including, but not by way of limitations, air conditioning towers and swimming pools) or any additions thereof, or any alterations thereof, shall be erected, renovated, or constructed, placed or suffered to remain upon said premises until the Committee or anyone unto whom the Committee may delegate such rights, shall have together with the outside color scheme, which plans and specifications must accurately reflect the single locations, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and the location of same with respect to the lot lines, and front and side set back lines, and the outside color scheme to be used on any improvements to be erected in MADISON NORTH Subdivision. A true copy of all such plans and specifications and details shall be lodged permanently with the Committee and any buildings or improvements which are thereafter erected, shall conform in detail to such plans and specifications; provided, however, that the Committee must give its disapproval of such plans and specifications in writing within fifteen days after submission of same or its approval shall be implied. No old or existing house or structure shall be moved onto any lot without the

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approval of the Subdivision Committee.

All front building lines shall be as shown on the plat referenced above. All buildings shall be located at least 20 feet from a side lot line and 30 feet from a rear lot line. Lot lines shall be the perimeter property lines of property where more than one lot is single ownership.

2.

If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provision of Paragraph 3 hereof, the building set back restrictions shall be deemed to apply to such resultant homesite as if it were on one original lot.

3.

Any persons owning a lot or lots in MADISON NORTH Subdivision may subdivide or consolidate such lots into building sites with the privilege of placing or constructing improvements as permitted in the next following paragraph, on each such resulting building site, provided that such subdivision or consolidation conforms to the requirements of Harris County.

4.

Any residence constructed in MADISON NORTH Subdivision must have a total living area of not less than 1,250 square feet exclusive of driveways, carports and garages.

5.

No residence, house, garage or other structure appurtenant thereto, shack or other building shall be moved upon any lot or tract from another location except such temporary office buildings, storage areas, portable toilet facilities or sales offices which are temporarily necessary, during the period of and in connection with the sale of lots, construction or selling of other improvements of the property without the express written consent of the Property Association. No residence shall be placed nearer than fifty (50) feet from the front line of any lot or tract. All building exteriors must be completed within twenty four (24) months after foundations are poured or construction commenced and must be constructed of first class materials. Exterior walls of all buildings and improvements shall be constructed of stone, brick, masonry, wood or prefabricated siding. No roll siding, tar paper or similar composition will be allowed for outside finishing materials. Construction plans must be approved by the Architectural Control Committee of the Property Association. **NO SINGLE-WIDE MOBILE HOMES ARE ALLOWED ON THE PROPERTY.** Madison North shall be known as residential lots.

Modular homes of a minimum size of 1,000 square feet are allowed on rear half of the following properties: Block I - Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 20E, 20W, 21, 22, 23, 24, 25, 25A, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 40A, 40B, 41, 42, 43, 44, 48, 49, 50, 51, 52, 53 & 54. All modular homes must be skirted within 60 days from setting up. Modular homes must have a porch or deck and no modular home shall be permitted in a run-down condition. Bicycles, lawnmowers, appliances and bulky objects will not be allowed to accumulate on the front yard area creating an unsightly appearance. No structure of a temporary character such as a tent, shack, or other structure or building shall be allowed. No residence, house, garage or other structure appurtenant thereto, shack or other building shall be moved upon any lot or tract from another location except such temporary office buildings, storage areas, portable toilet facilities or sales offices which are temporarily necessary, during the period of and in connection with the sale of lots, construction or selling of other improvements of the property without the express written consent of the Property Association. All building exteriors must be completed within twenty four (24) months after foundations are poured or construction commenced and must be constructed of first class materials. Exterior walls of all buildings and improvements shall be constructed of stone, brick, masonry, wood or prefabricated siding. No roll siding, tar paper or similar composition will be allowed for outside finishing materials. Construction plans must be approved by the Architectural Control Committee of the Property Association

7.

If the declarant, or any one of the future owners of the Subdivision, their heirs, successors, or

assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the Subdivision or any holder of a lien against the property within the Subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from doing so by prohibitive or mandatory injunction and to recover damages and attorney fees for such violation. It is further stipulated that the invalidations of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no way affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect. Failure to enforce any covenant, condition, restriction or reservations herein contained shall in no event be deemed a waiver of the right to do so at any time hereafter.

8.

The MADISON NORTH Property Association shall be organized and formed for the purpose of providing for and promoting the health, safety and welfare of the members, to collect annual maintenance charges, to administer the MADISON NORTH Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep and protection of all property within Madison North Subdivision and such other purposes as are deemed related thereto. Each owner of a tract or lot shall automatically become a member of the Property Association and shall remain a member until his ownership ceases.

9.

No oil well drilling, oil development operations, oil refining, sand, stone or mineral quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted on a Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals, except temporary drilling rigs for the discovery of water for residential purposes or personal use shall be erected, maintained or permitted on any Lot. No timber larger than six inches (6") in diameter at a height of six inches (6") from the ground may be removed from any Lot, except for the purposes of construction or placing of single family residences or other permitted appurtenances so long as there is alien on any such Lot without specific written approval of the lienholder, which such approval shall not be unreasonably withheld.

10.

No truck, bus, boat trailer or any commercial vehicle shall be left parked in the street or roadway in front of any Lot except for construction of repair equipment which a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, trailer or any commercial vehicle shall be parked on the driveway or any portion of any Lot closer than fifty feet (50') from the front property line of any Lot. This provision does not apply to pick up trucks or vans used for personal family transportation.

11.

Definitions as used in this Declaration:

- (a) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot in the MADISON NORTH Subdivision in Harris County, Texas; including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.
- (b) "Property" or "The Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Property Association.
- (c) "Subdivision" shall mean the MADISON NORTH Subdivision according to the map or plat.
- (d) "Lot" shall mean and refer to that portion of any of the individually numbered plots of land.
- (e) "Declarant" shall mean and refer to MADISON NORTH PROPERTY OWNERS ASSOCIATION, its successors and assigns, if such successors or assigns shall take over the maintenance of the MADISON NORTH Subdivision in Harris County, Texas.

12.

No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the committee. The Committee shall have the right to remove any such nonconforming sign, advertisement, or billboard or advertising structure which is placed on any lot without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or any other sort in connection with or arising from such removal.

13.

Radio or television aerial, pole or other framework, structure or device should project no more than the footage that is needed to obtain good quality reception from the upper-most roof line of the residence shall be erected on any lot or attached to any of the improvements thereon without the prior consent of the Committee.

14.

Driveway turnouts or any curb removal and replacement shall be done in accordance with the requirements of the governmental body having jurisdiction.

15.

No privy, cesspool or shall be placed or maintained on any part of the property in MADISON NORTH Subdivision without the consent in writing of the Committee.

16.

No building material of any kind or character shall be placed on the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the site upon which the improvements are to be erected, and shall not be placed in the street or between the street and property line. No stumps, trees, underbrush, scrap materials, or refuse of any kind resulting from the improvements being erected on any site shall be placed on any adjoining sites, streets or easements, and upon the completion of such improvements, such materials shall be removed immediately from the property.

17.

No nuisance shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the Committee shall be the sole and exclusive judge as to what constitutes a nuisance.

18.

No trash, manure, garbage, putrescible matter, junk cars, garbage dumps or debris of any kind shall be dumped or permitted to accumulate on any lot nor may any of such materials be burned on the premises except in an incinerator assigned for the purpose and approved by the Committee.

19.

Each owner of a lot in MADISON NORTH Subdivision binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in MADISON NORTH Subdivision shall, in the opinion of the Committee, fail to maintain his lot in a neat and attractive manner, said Committee will notify such owner in writing of the necessity that the lot be maintained. If within two weeks after such notification mailed to the last address of owner furnished by the owner to the Committee, the request has not been complied with, the Committee is hereby directed to have such work done at the expense of the lot owner, who agrees hereby to pay the same forthwith after completion of the work.

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20.

In the event any one or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid by reason of abandonment, waiver, or judicial decision, same shall in no way affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

21.

If the Grantor herein, or any of its successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for the Committee, on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant either to prevent him or them from doing or to recover damages or other dues for such violation for the benefit of any owners of sites in said subdivision as their interest may appear.

22.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, its successors and assigns, and all persons or parties claiming under it, for a period of ten (10) years from the successive periods of ten years each, unless the ten owners of more than sixty percent of the lots in MADISON NORTH Subdivision as originally platted shall execute and record an instrument to become operative and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

STUART & HILL INC.

By: Ray M. Schneider
Ray M. Schneider, President

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ATTEST

By: Paula Johnson
Paula Johnson, Secretary

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

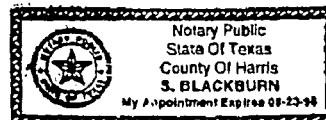
Before me, the undersigned authority, on this day personally appeared RAY M. SCHNEIDER, PRESIDENT OF STUART & HILL INC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 20TH day of APRIL, A.D. 1994.

S. Blackburn
Notary Public in and for the State of Texas

Notary Public Printed Name: S. Blackburn

My Commission Expires: 08/23/98



THE STATE OF TEXAS

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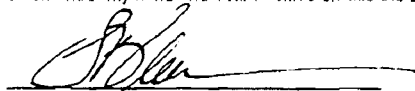
COUNTY OF HARRIS

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500-22-2464

Before me, the undersigned authority, on this day personally appeared PAULA JOHNSON, SECRETARY OF STUART & HILL INC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

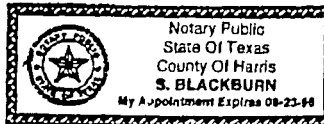
Given under my hand and seal of office on this the 20TH day of APRIL, A.D. 1994.



Notary Public in and for the State of Texas

Notary Public Printed Name: S. Blackburn

My Commission Expires: 08/23/96



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 on

JUL 19 1994



Beverly B. Layman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

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Beverly B. Layman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Rob
Stuart + Hill INC,
PO BOX 13172
HOUSTON, TX 77019