

Amended

J113868

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS - BELLOMONTE TOWNHOUSES
AMENDMENT - May 18, 1983

W

I, the undersigned secretary of the Bellomonte Townhouse Association do hereby warrant, represent and certify that:

W

At a special meeting of the members of the Bellomonte Townhouse Association at which a majority of the members were present in person or by proxy the members unanimously voted to adopt the following resolution:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Bellomonte Townhouse Association include among other provisions the following:

ARTICLE IV

7
X

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. It is contemplated that the date of commencement will approximate the date that seventy five percent (75%) of the lots then covered by this instrument have been completed and sold. In no event, however, shall the date of commencement be later than February 1, 1978. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessment for each calendar year after the first year shall become due and payable on the first day of January of said year. The due date of any special assessments under Section 4 hereof shall be fixed in a resolution authorizing such assessment.

Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1st of each year (except special assessments, which shall have a due date set by the Board of Directors).

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the 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 against the Lot. Each Owner, by its acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the rights and powers to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce said aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as mortgage or deed of trust lien on the 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. No

Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his Lot.

WHEREAS, it is the unanimous opinion of the members that it is in the best interest of the members that the Declaration of Covenants, Conditions, and Restrictions be amended to provide for monthly rather than annual assessments and to provide for a late charge on past due assessments:

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Covenants, Conditions, and Restrictions be amended as follows:

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be due and payable in twelve (12) equal monthly installments payable on or before the first day of each month in the assessment year. The assessment year shall commence on January 1st of each year and end on December 31st of each year. Any owner may elect at its option to prepay any or all of its monthly installments prior to the time due. Written notice of the amount of the annual assessment and the amount of the individual monthly installments shall be sent to each owner prior to the time the first monthly installment is due.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedy of the Association. A Ten and No/100 (\$10.00) Dollar late charge shall be imposed on any Owner which fails to pay a monthly installment of the annual assessment within ten (10) days after its due date. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the Lot. Each Owner, by its acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agent, the rights and powers to bring all action 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 nonjudicial foreclosure by an action brought in the name of the Association in a like manner as mortgage or deed of 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

THUS, endeth the amendment.

IN WITNESS WHEREOF, I have hereto affixed my signature this the 18th day of May, 1983.


Secretary, Lynn W. Schram

PLEASE RETURN TO:
NANCY F. MARTIN
RICHIE & GREENBERG, P.C.
12 Greenway Plaza, 10th Floor
Houston, Texas 77046

057-03-1994

NFM/sa-3/29/83-#12014-1

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Schram, the Secretary of the Bellomonte Townhouses, 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 and in the capacity therein stated as the act and deed of such association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of May, 1983.

Judy A. Stephens
Notary Public In and For
The State of T E X A S

My Commission Expires:

Printed Name:

JUDY A. STEPHENS
Notary Public in the State of Texas
My Comm. Expires August 17, 1985
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

PLEASE RETURN TO:
NANCY F. MARTIN
RICHIE & GREENBERG, P.C.
12 Greenway Plaza, 10th Floor
Houston, Texas 77046

FILED
AUG 30 9 00 AM 1983
Quita Rodheaux
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

AUG 30 1983



Quita Rodheaux
COUNTY CLERK,
HARRIS COUNTY, TEXAS