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**SECOND AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
QUAIL PARK SUBDIVISION #ONE**

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

**WITNESSETH:**

6026-35-6219

**THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** is made on the date hereinafter set forth by the **BOARD OF DIRECTORS and MEMBERS OF QUAIL PARK OWNERS ASSOCIATION, INC.**, a Texas Non-Profit Corporation, (hereinafter sometimes called "Declarant") **DECISIONS AND RESOLUTIONS OF THE ASSOCIATION WAS VOTED ON AND APPROVED BY A MAJORITY VOTE OR 51% OF OWNERS/MEMBERS AT THE ANNUAL MEETING ON JUNE 30, 2011.**

**WHEREAS**, Quail Park Owner's Association, Inc., as Declarant, executed this one certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Quail Park Sub. #One, which will be recorded at the Harris County Clerk Property Records, which Declarant previously executed the Declaration of Covenants, Conditions, and Restrictions for Quail Park Subdivision, which was recorded on December 18, 1995, under Harris County Clerk's File No. R712119 which impose covenants, conditions and restrictions governing the use and occupancy of the following real property:

THAT THE OWNERS OF THAT CERTAIN 5.3073 ACRES OF LAND AND THE IMPROVEMENTS THEREON MORE PARTICULARLY DESCRIBED ON THE PLAT (HEREAFTER DEFINED) RECORDED UNDER FILM CODE 367017, IN THE MAP RECORDS OF HARRIS COUNTY, TEXAS; AND

**WHEREAS**, Article VIII, Section 8.1 of the Declaration provides that IUI, as Declarant, shall have the authority, without the consent of any other party or entity, to amend the provisions of the Declaration at any time, by an instrument in writing duly signed, acknowledged and filed of record with the County Clerk of Harris County, Texas; and

**WHEREAS**, Declarant, desires to amend the provisions of the Declaration, for the purpose of increased maintenance and property ownership transfer fees and services provided to the Association in the Declaration; and

**WHEREAS**, Article IV. Maintenance Expense Charge and Maintenance Fund, Section 4.1 Annual Maintenance Charge is hereby amended to read as follows:

EACH LOT SHALL BE SUBJECT TO AN ANNUAL MAINTENANCE CHARGE OF: (A) \$800.00 PER YEAR AND (B) SHALL BE DUE AND PAYABLE TO THE ASSOCIATION ON OR BEFORE JANUARY 1<sup>ST</sup> EACH YEAR.

**WHEREAS**, Article III. Management and Operation of Subdivision in Section 3.2 Membership in Association are hereby amended to read as follows:

EACH OWNER, INCLUDING DECLARANT DURING THE PERIOD OF TIME IN WHICH DECLARANT OWNS ANY LOT SHALL BE A MEMBER IN THE ASSOCIATION AND SUCH MEMBERSHIP SHALL TERMINATE AUTOMATICALLY WHEN SUCH OWNERSHIP CEASES. UPON THE TRANSFER OF OWNERSHIP OF A LOT, HOWSOEVER ACHIEVED, THE NEW OWNER THEREOF SHALL, CONCURRENTLY WITH SUCH TRANSFER, BECOME A MEMBER IN THE ASSOCIATION. ESCROW AGENT OR TITLE COMPANY SHALL REQUEST IN WRITING TO THE ASSOCIATION PRIOR TO THE TRANSFER OF SAID MEMBER'S CERTIFICATE OF GOOD STANDING OF ACCOUNTABILITY AND STATUS OF PRESENT MEMBER. PRESENT MEMBER OR NEW MEMBER SHALL PAY A TRANSFER FEE IN THE AMOUNT OF \$150.00 UPON NEW OWNERSHIP TO THE ASSOCIATION ACCORDINGLY.

TRANSFER FEE SHALL PROVIDE NEW MEMBER WITH COPIES OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF QUAIL PARK SUBDIVISION #ONE, BY-LAWS OF QUAIL PARK OWNERS ASSOCIATION, INC., RULES AND REGULATIONS AND AMENDMENTS, ADMINISTRATION FEES FOR NEW MEMBER AND SECURITY GATE ACCESS RE-PROGRAMMING.

**WHEREAS**, the By-Laws of the Quail Park Owners Association, Inc., Article I, Plot and of Lot Ownership Section 1. Lot Ownership shall be amended to read as follows:

The project located in the County of Harris, State of Texas, know as a subdivision in the City of Cypress, Harris County, Texas, according to the map or plat thereof recorded in Slide No. 901/B of the Plat Records of Harris County, Texas, is hereinafter called the "Property".

All provisions of the Declaration, as amended, shall apply to all of the Owners with the same for and effect as if said originally included in the Declaration, from the recordation of this Second Amendment to the Declarations of Covenants, Conditions, and Restrictions and By-Laws.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Second Amendment to the Declaration of Covenants, Conditions and



Restrictions for Quail Park Subdivision #One on the 28th day of October, 2011, to become effective upon recording in the office of the County Clerk of Harris County, Texas.

Executed this 28th day of October, 2011.

DECLARANT:

**QUAIL PARK OWNER'S ASSOCIATION, INC.**, a Texas Non-Profit Corporation */sw*

By: *Teresa Swann*  
Teresa Swann, President

By: *Sharon Massey*  
Sharon Massey, Vice President

By: *Glenn Wright*  
Glenn Wright, Secretary/Treasurer

**WITNESSETH:**

**THE STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE**

§

**COUNTY OF HARRIS**

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This instrument was acknowledged before me on this 28th day of October, 2011, by Teresa Swann, the President of Quail Park Owner's Association, a Texas Non-Profit Corporation on behalf of said corporation and a member of the Board of Directors of Quail Park Owner's Association.

*Michelle Schuster*  
Notary Public in and for the State of Texas  
My Commission Expires  
June 13, 2012  
(Name Printed - Commission Expires)

THE STATE OF TEXAS

COUNTY OF HARRIS

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KNOW ALL MEN BY THESE

This instrument was acknowledged before me on this 28th day of October, 2011, by Sharon Massey, the Vice-President of Quail Park Owner's Association, a Texas Non-Profit Corporation on behalf of said corporation and a member of the Board of Directors of Quail Park Owner's Association.

Tiffni Rochelle Schouster  
Notary Public in and for the State of Texas  
TIFFNI ROCHELLE SCHOUSTER  
Notary Public, State of Texas  
My Commission Expires  
June 13, 2012  
(Name Printed - Commission Expires)

THE STATE OF TEXAS

COUNTY OF HARRIS

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KNOW ALL MEN BY THESE

This instrument was acknowledged before me on this 28th day of October, 2011, by Glenn Wright, the Secretary/Treasurer of Quail Park Owner's Association, a Texas Non-Profit Corporation on behalf of said corporation and a member of the Board of Directors of Quail Park Owner's Association.

Tiffni Rochelle Schouster  
Notary Public in and for the State of Texas  
TIFFNI ROCHELLE SCHOUSTER  
Notary Public, State of Texas  
My Commission Expires  
June 13, 2012  
(Name Printed - Commission Expires)

AFTER RECORDING, RETURN TO:

Quail Park Owner's Association

P.O. Box 457

Cypress, TX 77410-0457