

Dillon 226

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HARVEST MEADOWS, SECTIONS ONE AND TWO
(presently known as HARVEST BEND, THE VILLAGE
SECTIONS TWO AND ONE, respectively) AND
HARVEST BEND, THE VILLAGE, SECTION THREE

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THIS SECOND AMENDMENT TO DECLARATION is made as of the date
hereafter set forth by Lexington Development Company, a Texas
limited partnership ("Lexington"), Monarch Homes, Inc., a Texas
corporation, and T. M. McKinney Corporation, a Texas corporation.

W I T N E S S E T H:

WHEREAS, Lexington adopted and established restrictive
covenants applicable to the use and occupancy of all the platted
lots in Harvest Meadows, Section One and Harvest Meadows, Section
Two, two subdivisions of land in Harris County, Texas described
in Volume 301, Page 64, and Volume 301, Page 65, respectively, of
the Map Records of Harris County, Texas, said restrictive cove-
nants more particularly set forth in an instrument recorded under
Clerk's File No. H-070444 in the Official Public Records of Real
Property of Harris County, Texas (hereinafter referred to as the
"Restrictions"); and

WHEREAS, Harvest Meadows, Section One was replatted as
Harvest Bend, Section Six, according to the plat thereof recorded
in Volume 306, Page 49 of the Map Records of Harris County,
Texas, and such platted subdivision is presently replatted as
Harvest Bend, The Village, Section Two, according to the replat
thereof recorded in Volume 314, Page 31 of the Map Records of
Harris County, Texas; and

WHEREAS, Harvest Meadows, Section Two was replatted as
Harvest Bend, Section Five according to a replat thereof recorded
in Volume 306, Page 40 of the Map Records of Harris County,
Texas, and has since been further replatted as Harvest Bend, The
Village, Section One according to a replat thereof recorded in
Volume 308, Page 48 of the Map Records of Harris County, Texas,
and a portion of such subdivision has been further replatted as
Harvest Bend, The Village, Section One Replat, according to the

HBV

2nd Amend

Sec 1, 2, 3

ANY AND ALL COVENANTS WHICH RESTRICT THE SALE, RENT
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE
COLOR OR RACE IS INVOLVED AND UNENFORCEABLE UNDER
THE FEDERAL LAWS

A CERTIFIED COPY

ATTEST: Aug 27 1994
BETTY B. KENNEDY, County Clerk
Harris County, Texas

Deputy

1983

partial replat thereof recorded in Volume 316, Page 116 of the Map Records of Harris County, Texas; and

WHEREAS, the Restrictions were amended by that certain instrument styled Amendment to Declaration of Covenants, Conditions and Restrictions, Harvest Meadows, Sections One and Two, recorded under Clerk's File No. H-497880 in the Official Public Records of Real Property of Harris County, Texas (hereinafter referred to as the "First Amendment") which First Amendment was applicable to some, but not all of the lots in Harvest Bend, The Village, Section One and which First Amendment was not applicable to any of the lots in the subdivision known now as Harvest Bend, The Village, Section Two; and

WHEREAS, the Restrictions as amended by the First Amendment were extended by that certain instrument styled Annexation Agreement and Declaration of Covenants, Conditions and Restrictions for Harvest Bend, The Village, Section Three recorded in the Official Public Records of Real Property of Harris County, Texas (hereinafter referred to as the "Annexation Agreement"), which Annexation Agreement added Harvest Bend, The Village Section Three ("Section Three"), a subdivision shown on the plat thereof recorded in the Official Public Records of Real Property of Harris County, Texas, within the jurisdiction of Harvest Bend, The Village Association, Inc. and imposed the Restrictions onto such property; and

WHEREAS, the Restrictions provide that they may be amended by an instrument executed by the owners of not less than two-thirds of the total number of lots affected thereby, such number of lots presently being not less than two-thirds of the total number of lots in Harvest Bend, The Village, Section One, Harvest Bend, The Village, Section Two, and Harvest Bend, The Village, Section Three (the "Subdivisions") with the prior approval of the Federal Housing Administration and the Veterans Administration; and

WHEREAS, the undersigned are the owners of in excess of two-thirds of the total number of lots in the Subdivisions and

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RESTRICTIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS REVOKED AND UNENFORCEABLE UNDER THE FEDERAL ACT.

A CERTIFIED COPY

SEP 27 1994
HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS

Deputy

wish to amend the Restrictions as hereinafter provided, and the prior approval of the Federal Housing Administration and the Veterans Administration has been obtained.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Restrictions, as amended by the First Amendment, are hereby further amended as follows:

1. All references in the Restrictions or the First Amendment to Harvest Meadows, Section One or Harvest Bend, Section Six, shall be deemed to be a reference to Harvest Bend, The Village, Section Two and all references in the Restrictions or the First Amendment to Harvest Meadows, Section Two or Harvest Bend, Section Five, shall be deemed to be a reference to Harvest Bend, The Village, Section One.

2. Since the time of its execution and recording, the First Amendment has applied only to the portion of the lots in Harvest Bend, The Village, Section One, exclusive of Lots 41-48, inclusive, in Block 11, and Lots 8-14, inclusive, in Block 14, in said subdivision. Henceforth, the provisions of the First Amendment shall apply to, and affect all of the lots in Harvest Bend, The Village, Section One, all of the lots in Harvest Bend, The Village, Section Two, and all of the lots in Harvest Bend, The Village, Section Three.

3. Section 7(b) (1) of Article VII of the Restrictions is amended to provide that eaves, gutters and down spouts may be placed on the exterior of any wall constructed on any "Zero Lot Line", as defined therein, provided that said items do not encroach more than two feet (2') into the "Zero Lot Line Access Easement" described in Section 7(b) (2) of Article VII of the Restrictions.

4. Section 7(b) (1) of Article VII of the Restrictions currently provides that..."an open court or patio may be built adjacent to and abutting the aforementioned Zero Lot Line but said open court or patio must be enclosed by a wall having a minimum height of eight (8) feet. This wall must,

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF ANY SPECIFIC REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

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SEP 27 1994
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

Deputy

as is the case with the residence wall, be constructed adjacent to and abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the residence dwelling in both materials and style". Such portion of such Section is hereby amended to provide that said wall shall be in the form of a fence, and be constructed of cedar wood fencing materials, and not of such materials as would appear to be an extension of the residence dwelling in both materials and style.

5. Except as amended hereby, either specifically or by necessary implication, the Restrictions as amended by the First Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the 7th day of August, 1983.

LEXINGTON DEVELOPMENT COMPANY,
a Texas limited partnership

By: [Signature]
C. Robert Woolsey
Its attorney-in-fact

MONARCH HOMES, INC.,
a Texas corporation

By: [Signature]
Its: Vice President ^{AGND} ^{ENACNE}

T. M. MCKINNEY CORPORATION,
a Texas corporation

By: [Signature]
Its: President
T M MCKINNEY

APPROVED:

FEDERAL HOUSING ADMINISTRATION

By: [Signature]
Its: Supervisor ^{JAMES M WILSON}

VETERANS ADMINISTRATION

By: [Signature]
Its: Chief, Construction & Valuation

FILED
Aug 12 - 12 43 PM 1983
Dea. H. H. H.
COUNTY CLERK
MARICOUNTY, TEXAS

APPROVED: I HEREBY CERTIFY THAT THE SALE, RENTAL OR LEASE OF THE FORECLOSED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER THE FEDERAL LAW.

RECEIVED COPY
SEP 27 1994
COUNTY CLERK
MARICOUNTY, TEXAS

[Signature] Deputy

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on Aug. 4,
1983 by James M. Wilson, Supervisor of the Federal
Housing Administration, on behalf of said association.

Glynda L. Powell
Notary Public in and for
the State of Texas

GLYNDAL POWELL
Name printed or typed
My commission expires: 8-11-85

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on 5 August,
1983 by Ann C. Stafford, Chief, Construction Unit of the Veterans
Administration, on behalf of said association.

G. M. France
Notary Public in and for
the State of Texas

G. M. FRANCE
Notary Public State of Texas
My Commission Expires March 12, 1984
Name printed or typed
My commission expires: _____

ALL RESTRICTIONS WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
RACE OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE REHABILITATION ACT.

A CERTIFIED COPY

SEP 27 1994

JAMES M. WILSON, County Clerk
Harris County, Texas

James M. Wilson
J. M. MILLER Deputy

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 6, 1983 by C. Robert Woolsey, attorney-in-fact of Lexington Development Company, a Texas limited partnership, on behalf of said partnership.



Ann Bowler
Notary Public in and for
the State of Texas

Ann Bowler
Name printed or typed
My commission expires: 11/20/85

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 5, 1983 by Arnold Knobel, Vice President of Monarch Homes, Inc., a Texas corporation, on behalf of said corporation.



Andy Rock
Notary Public in and for
the State of Texas

Andy Rock
Name printed or typed
My commission expires: 11-24-86

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 2nd, 1983 by T. M. McKinney, of T. M. McKinney Corporation, a Texas corporation, on behalf of said corporation.



Rebecca A. Patapoff
Notary Public in and for
the State of Texas

REBECCA A. PATAPOFF
Name printed or typed
My commission expires: 10/28/86

ANY PROVISION, AGREEMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

SEP 27 1994
TEVERLY W. GOWDY, County Clerk
Harris County, Texas

055-95-0703

Return to:

U. L. E. Title Company of Houston
2328 Fannin Street
Houston, Texas 77002



JT

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 12 1983



John L. Lusk
COUNTY CLERK,
HARRIS COUNTY, TEXAS



NOTICE: ANY INSTRUMENT WHICH RESTRICTS THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
CURE, OF LOSS, IS INVALID AND UNENFORCEABLE UNDER
THE RECENT LAW.

A CERTIFIED COPY

SEP 27 1994

SEATTLE & WASHINGTON County Clerk
Harris County, Texas

John L. Lusk

Deputy