

## 2805

AMENDMENT TO RESTRICTIONS FOR KICKAPOO  
ESTATES SUBDIVISION IN POLK COUNTY, TEXAS

THE STATE OF TEXAS \*

COUNTY OF POLK \*

WHEREAS, GEORGE P. BANE, INC., a Texas Corporation, (hereinafter called "Developer"), is the record developer of a subdivision known and designated as KICKAPOO ESTATES, (hereinafter called "Kickapoo Estates"), in Polk County, Texas as shown by the map or plat of said subdivision, currently filed with the County Clerk of Polk County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, said Developer, at Volume 258, Page 81 et seq, Deed Records of Polk County, Texas has previously impressed all of the property in said Kickapoo Estates with reservations, restrictions, covenants, and conditions (hereinafter called "Restrictions"), applicable to said Kickapoo Estate, reference to which is hereby made for all purposes; and

WHEREAS, KICKAPOO ESTATES ASSOCIATION, INC., (hereinafter called "Association"), a non-profit property owners association, was incorporated by the Secretary of the State of Texas on March 8, 1988; and

WHEREAS, GEORGE P. BANE, INC., transferred all of their rights under the Restrictions for Kickapoo Estates Subdivision of Polk County, Texas, by that certain Assignment filed of record in the Official Records of Polk County, Texas at Volume 657, Page 469; which said Assignment is filed prior to but on the same date as this Amendment.

NOW, THEREFORE, the Board of Directors of Kickapoo Estates Association, Inc., hereby amends the Restrictions set forth above, by the adoption of the following amended Restriction No. Twenty-Two (22), subject to the recording of a written instrument signed by a majority of the lot owners of said Kickapoo Estate Subdivision, as required by Deed Restriction (1) of said restrictions referred to above, which, upon approval by a majority of the lot owners of Kickapoo Estates Subdivision, will be amended

to read as follows:

(22). Maintenance Fund:

(a) There is hereby established, and all lots within said subdivision are subject to, a maintenance charge for the purpose of creating a fund known as a Maintenance Fund. The Maintenance Fund shall be used for the purposes of maintaining common grounds, facilities, easements, streets and landscaped areas; to provide garbage and refuse disposal or removal; to service and maintain sewerage disposal; to enforce the restrictions and covenants; to pay all labor and material and other expenses incident to the maintenance and service aforesaid. The annual assessment of each lot will be made by the Board of Directors of the Kickapoo Estates Association, Inc.

(b) The total assessment shall be for an amount reasonably necessary to accomplish the purposes for which it is established, and each lot shall be liable for its pro rata share of the total assessment. Each lot within this subdivision shall be subject to a vendor's lien to secure the payment of the Maintenance Fund assessment.

(c) The Maintenance Fund assessment shall not exceed <sup>Amended: 3000</sup> ~~\$ 15.00~~ <sub>9-10-94</sub> per year for each lot. However, this maximum may be increased by a majority vote of those present at a regular or special meeting of the members of the Kickapoo Estates Association, Inc., after publication of notice of proposal to increase said maintenance assessment. In determining whether or not the assessment shall be increased, a member's vote shall be made either in person or by proxy at such annual or special meeting.

(d) The Maintenance Fund shall be managed, operated, and enforced by Kickapoo Estates Association, Inc. The Kickapoo Estates Association, Inc., shall have the sole authority to collect and enforce the collection of the Maintenance Fund assessment and shall have the authority to expend all monies collected from such assessments for the purposes above stated. By acceptance of his deed or contract of sale, each purchaser agrees and consents to and joins in such Maintenance Fund charge.

(e) Membership in the Kickapoo Estates Association, Inc., by owners of lots shall be mandatory. All owners of lots shall be entitled to one vote in the Association, irregardless of the number of lots actually owned by that owner.

(f) The members of Kickapoo Estates Association, Inc., shall have the right to vote upon and assess special assessments in addition to the Maintenance Fund assessment set forth in paragraphs 22 (a) through 22 (d) of these Restrictions. Any such special assessments shall be passed by approval of a majority vote of the Board of Directors of Kickapoo Estates Association, Inc., subject to approval by a majority vote of the members of the Association affected by the special assessment at a regular or special meeting at which notice of the proposed special assessment is given. Such special assessments may be per home owner, lot owner, or by lot, as determined by the notice and proposal prepared by the Board of Directors of Kickapoo Estates Association, Inc., Any such special assessments may be prepaid without interest or paid monthly with interest, at the election of the individual lot owner affected by the special assessment. Each lot affected by the special assessment shall be subject to a vendor's lien to secure the payment of the special assessment.

(g) Any maintenance fee not paid when due shall give the Association the right to bring an action at law against the person or entity obligated to pay same, or the Association may foreclose



the lien created hereby against the particular lot, tract or parcel. Interest at ten percent (10%) per annum from date due, costs and reasonable attorney's fees incurred in such action shall be added to the amount due. Each such person or entity owning any lot, tract or parcel out of the said property, by acceptance of a deed thereto, hereby grants to the Association, its successors and assigns, or its agents, the right and power to bring all such actions against same personally for the collection of the maintenance fees due and unpaid, and to enforce the aforesaid lien by all methods available, including nonjudicial foreclosure pursuant to Section 51.002 and such persons and/or entities hereby expressly grant to the Association a power of sale in connection with such liens.

(h) All lots, tracts or parcels out of the said property owned by the Association or the Developers shall be exempt from the liens and maintenance fees provided for herein as long as the Association or said Developer owns same. Said lien and fee shall attach to the particular lot, tract or parcel upon conveyance of same by the Association or the Developers.

(i) The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of Directors of the Association at a duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association. The Association shall not have the sole authority to bring any such Restriction lawsuit. The Association's right to enforce the Restrictions shall not be exclusive and any other party with standing shall have the right to bring any action under the Restrictions as they desire. Any lot owner who has not paid the annual maintenance fees or any special assessments applicable to the lot(s) he owns, once such maintenance fees or special assessments are payable as provided for by these restrictions and the Bylaws, shall be considered in default. Any lot owner who is delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

EXECUTED by the Board of Directors of Kickapoo Estates Association, Inc., on the 12th day of March, 1988.

Nell Sorrells  
NELL SORRELLS

Dick Bohnert  
DICK BOHNERT


J. C. Culpepper  
J. C. CULPEPPER

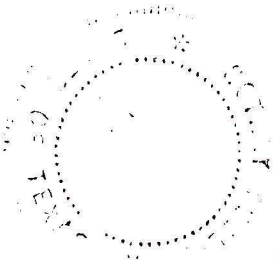
Thomas Brodgon  
THOMAS BRODGMON  
Gerald Wright  
GERALD WRIGHT

THE STATE OF TEXAS \*  
COUNTY OF POLK \*

BEFORE ME, the undersigned authority on this day personally appeared NELL SORRELLS, DICK BOHNERT, J. C. CULPEPPER, THOMAS BRODGON, and GERALD WRIGHT, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said KICKAPOO ESTATES ASSOCIATION, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of March, 1988.


  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 1/11/89  
Printed name of notary:  
John F. Kidd  
\_\_\_\_\_



STATE OF TEXAS }  
COUNTY OF POLK }  
I, MARTHA JOHNSON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

MAR 21 1988



  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD  
1988 MAR 21 AM 10:31  
MARTHA JOHNSON, COUNTY CLERK  
POLK COUNTY, TEXAS  
