

S. ROBERT FLING,
ATTORNEY AT LAW, PLLC
TELEPHONE (281) 391-2003
FACSIMILE (281) 727-0082

*Mr. Fling
5-12-21*

Physical Address:
5518 Fifth Street, Suite C
Katy, Texas 77493

Mailing Address:
P.O. Box 411
Katy, Texas 77492

May 8, 2021

Member of the Meadow Lane Property Association
Meadow Lane Property Association
Katy, TX 77494-4810

Owner's Association: **Meadow Lane Property Association – Meeting - May 27th, 2021 at 6:30 p.m.**
Re: Meadow Lane Property Association Restrictive Covenant Amendment Votes

All Members of the Meadow Lane Property Association,

This law firm has been retained by the Meadow Lane Property Association (the "Association") regarding the management of the owner's association. On October 22, 2019 the Meadow Lane Property Association voted to amend and restate the Meadow Lane Restrictive Covenants.

While the original restrictive covenants were adequate to establish a residential neighborhood, the board recognizes that the continued growth of the area will require the association to amend the current restrictive covenants to establish the continuation of a management group and maintain the residential nature of the neighborhood. The board has reviewed several key clauses found in restrictive covenants of neighborhoods in the Katy area. While the board does not wish to create unnecessary restrictions, the board has recognized that the current restrictive covenants could better maintain the neighborhood.

Unfortunately, the AMENDED AND RESTATED RESTRICTIVE COVENANTS filed in the Fort Bend County Property Records on December 5, 2019 under filing number 2019139538 contained minor defects that should be corrected including:

In the opening paragraph the AMENDED AND RESTATED RESTRICTIVE COVENANTS the owner's association entity is identified as the "MEADOW LANE OWNER'S ASSOCIATION, a Texas not for profit corporation". The opening paragraph will be amended to state:

"THIS SECOND AMENDED AND RESTATED RESTRICTIVE COVENANTS is made as of this the 27th day of May, 2021 by the MEADOW LANE PROPERTY ASSOCIATION, LLC, a Texas limited liability company ("Declarant")."

In addition, the tenth paragraph of the AMENDED AND RESTATED RESTRICTIVE COVENANTS the owner's association entity is identified as the "MEADOW LANE OWNER'S ASSOCIATION." The tenth paragraph will be amended to state:

"NOW THEREFORE, the Restrictive Covenants are hereby amended by striking the Amended and Restates Restrictive Covenants and all exhibits thereto in their entirety and substituting in its place the attached Second Amended and Restated Restricted Covenants of the MEADOW LANE PROPERTY ASSOCIATION, LLC."

Further, The paragraph entitled "SUBDIVISIONS AND HOMESITES" of the original RESTRICTIVE COVENANTS, stated: *"The property has been subdivided into homesites or lots. No residence shall ever be constructed on a homesite or lot containing less than one acre of land."* For the purpose of preventing partitioning of lots within the neighborhood, the AMENDED AND RESTATED RESTRICTIVE COVENANTS amended the "SUBDIVISIONS AND HOMESITES" paragraph to state: *"The property has been subdivided into homesites or lots. No residence shall ever be constructed on a homesite or lot containing less than two acres of land."*

For the purpose of further clarifying the "SUBDIVISIONS AND HOMESITES" of the AMENDED AND RESTATED RESTRICTIVE COVENANTS the "SUBDIVISIONS AND HOMESITES" paragraph will be further amended to state:

"1.(A). The property has been subdivided into homesites or lots. No residence shall ever be constructed on a homesite or lot containing less than two acres of land, any existing lot on which a residence may be constructed under paragraph 1 of the original Restrictive Covenants filed on January 25, 1993 under Fort Bend County property records filing number 9303973 will remain qualified as a "homesite" on which a residence may be constructed under the Amended and Restated Restrictive Covenants."

For the purpose of "grandfathering" a lot on which the construction of a residence would have been acceptable under the original RESTRICTIVE COVENANTS, but not acceptable under the AMENDED AND RESTATED RESTRICTIVE COVENANTS, the following "Grandfather Clause" will be added as Paragraph 1.(a):.

"1.(B). Grandfather Clause for Construction of a Residence. Any homesite or lot on which it would not be permissible to construct a residence under this SECOND AMENDED AND RESTATED RESTRICTIVE COVENANTS, but was in existence and acceptable for the construction of a residence prior to the adoption and recording of the AMENDED AND RESTATED RESTRICTIVE COVENANTS shall remain acceptable for the construction of a residence under the SECOND AMENDED AND RESTATED RESTRICTIVE COVENANTS."

Pursuant to the Meadow Lane Restrictive Covenants and Chapter 209 of the Texas Property Code, the board of directors will hold elections to amend the Restrictive Covenants of the Meadow Lane neighborhood on the 27th day of May, 2021. The Association seeks to only amend the restrictive covenants necessary to maintain the Meadow Lane Restrictive Covenants and neighborhood.

The vote to amend the Meadow Lane Restrictive Covenants will take place at **26603 Meadow Ln, Katy, Texas 77494 at 6:30 p.m. on May 27th, 2021**. Each amendment will have a yes or no vote. Each amendment will be approved or denied by the vote of the Association. The Association consist of each person who owns a homesite or lot in Meadow Lane. Each member (or family) of the association shall be entitled to one (1) vote per Homesite owned.

To approve or deny a proposed amendment a quorum of the association must appear in person or by proxy vote at the meeting. For purposes of this election a quorum means fifty percent (50%) of the voting lot owners must be represented at the meeting.

Proxy voting can be made available to those homesite owners who cannot attend the meeting. You may submit a proxy for your ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

Thank you for your attention to this matter, the association will forward ballots for the upcoming election at least twenty-four (24) hours prior the meeting.

Sincerely,
/s/ S. Robert Fling
S. Robert Fling, Attorney for Meadow Lane Owner's Association