



**SECOND AMENDED AND RESTATED RESTRICTIVE COVENANTS**

**THE STATE OF TEXAS §**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF FORT BEND §**

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

WITNESSETH:

**THAT** the owners or lienholders each own record title to property within the following described real property or own liens on portions of the below described real property, to wit; that certain tract of land in the I & G N Survey Abstract No. 366, Fort Bend County, Texas, more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof, each of them being the owner of a tract of land or owner of a lien on land within said tract, desiring to ensure the uniform improvements and development of such land, did thereby ADOPT, ESTABLISH AND IMPOSE certain reservations, restrictions, covenants and conditions upon said properties which did constitute covenants running with the land and were binding upon and inure to the benefit of the owners, their respective successors and assigns, and to each and *every* purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns.

WHEREAS, on January 23, 1993 Declarant executed those certain RESTRICTIVE COVENANTS for MEADOW LANE SUBDIVISION which was recorded in the Office of the Clerk of the Court for Fort Bend County, Texas ("Public Records"), as Instrument No. 9303973 (the "Restrictive Covenants"); and

WHEREAS, on June 20, 2019, subject to the provisions of Chapter 209 of the Texas Property Code, Declarant voted to appoint a board of directors consisting of five (5) board members.

WHEREAS, the Declarant desires to amend the Restrictive Covenants (i) to amend the minimum size of a homesite; (ii) to restrict short term rentals; (iii) to provide a definition of the term "member" as used in the Restrictive Covenants, (iv) to provide indemnity for board members; (v) to restrict compensation of directors; (vi) to form a non-profit organization to manage and enforce the Restrictive Covenants; (vii) to add a severability clause to the Restrictive Covenants; (viii) to provide a liberal interpretation of the Restrictive Covenants; (ix) to make the Restrictive Covenants binding upon successors and heirs; (x) to provide that a default of the Restrictive Covenant is not a default of mortgage documents; and (xi) to clarify language, pronouns, gender and headings within the Meadow Lane Restrictive Covenants.

WHEREAS, on May 8, 2021, the Board of Directors, through counsel, forwarded to each member of the Association notice of meeting to be held May 27, 2021 for the purpose of amending the Meadow Lane Restrictive Covenants. Such notice included a general statement

describing the amendment and the restriction to be amended as well as the language of the proposed amendment.

WHEREAS, pursuant to Section 209.0041 of the Texas Property Code, the Meadow Lane Restrictive Covenants may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners association; and

WHEREAS, on May 27, 2021, upon confirmation of a quorum, the Meadow Lane Association confirmed three (3) amendments to the Restrictive Covenants by a vote of 67 percent of the total votes allocated to property owners in the property owner's association.

WHEREAS, on May 27, 2021, the Amended and Restated Restrictive Covenants were further amended to correct certain misnomers and minor mistakes unrelated to the covenants and restrictions.

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.

Prepared by/ upon recording, please return to:

S. Robert Fling  
S. Robert Fling, Attorney at Law, PLLC.  
P.O. Box 411  
Katy, Texas 77492

## **SECOND AMENDED AND RESTATED RESTRICTIVE COVENANTS**

We, the undersigned, mutually *agree* for ourselves, our heirs and assigns, that the above described property shall be bound by the following restrictive covenants:

### **1. SUBDIVISION AND HOMESITES**

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.

1.(B). Grandfather Clause: 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.

### **2. LAND USE**

2.(A). All of the lands covered by these restrictions shall be known and used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on each lot or homesite, other than one single family dwelling, a private garage, servants quarters, barn and outbuildings used in connection with such dwelling. This provision shall exclude hospitals, duplex houses, apartment houses, multiple family houses, places of worship, and all structures of whatever kind or character designed or used for commercial or industrial purposes.

2. (B). Time Sharing and Short-Term Rental is Prohibited: No time share plan or short-term lease shall agreement shall exist or be offered for sale or lease of any homesites, lots, real property or improvements to real property located in the Subdivision. A "time share plan" or "Short term lease agreement" shall mean any arrangement, whether by membership, agreement, sale, lease, deed, rental agreement, license, right to use agreement or by any other means whereby a purchaser or other consumer, in exchange for consideration, receives a right to use a homesite, lot, residences, real property or improvements, common Property, accommodations or facilities, within the Sub-division for a period of less than six (6) months.

### **3. STRUCTURES**

All structures, residences, garages, barns and outbuildings constructed, erected or placed on any lot or homesite shall be new construction. New construction means that no used or secondhand structure shall be moved in or placed on any of said lands. In addition to the foregoing, every residence shall contain a minimum of 1700 square feet of ground floor living area; no residence shall be more than two (2) stories in height; provided that any story and one-half or two story residence shall contain not less than 1750 square

feet of living area, with a ground floor living area of not less than 1200 square feet; living area does not include porches (either open, screened or closed), garages or other areas not occupied and used by the owners as living space. Materials of owners choice may be used in construction of improvements on this property, except that no artificial tarpaper brick, or sheet metal shall be used on any structure on said lands. In this connection, the owners of said lands may use manufactured colored metal panels for the construction of improvements on said lands. All wood shall be either painted or stained with not less than two coats of paint or protective material.

#### **4. ANIMALS**

No animals, livestock, fowl or poultry of any kind shall ever be raised, bred or kept on any part of this property for any commercial or semi-commercial purpose. This provision shall never be construed to prohibit the keeping of any animal, livestock, fowl or poultry for the purpose of a pet or hobby; provided only that such animals, livestock, fowl or poultry shall be kept and maintained in a clean and sanitary condition which will not be a nuisance or become offensive to the neighborhood.

#### **5. TEMPORARY RESIDENCES OR BUILDINGS**

No structure of a temporary character, house trailer, basement, tent, shack, garage, barn or other similar type erected on any part of said property, shall be used at any time as a residence, either temporarily or permanently.

#### **6. CULVERTS AND CROSSINGS**

All driveways or culverts crossing ditches or public drains shall be installed in accordance with the rules and regulations of the governing body having control over the streets and drains within said property. Driveways shall have a width of not less than fifteen (15) feet.

#### **7. TERM**

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring part of said property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any part of said property shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of 21 years from September 8, 1990, and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of such period of time fifty-one (51%) percent of the owners of the land area described herein shall agree in writing, properly executed and recorded in the Office of the County Clerk of Fort Bend County, Texas, to amend or repeal such restrictions.

#### **8. ENFORCEMENT**

If any person or persons shall violate or attempt to violate any of these restrictions and covenants herein, it shall be lawful for any person or persons owning an interest in the land described on Exhibit "A" to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, either to prevent such person from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of

these restrictions by judgment or court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

### **9. MULTIPLE COUNTERPARTS**

These restrictive covenants may be signed in any number of counterparts and will take effect and be binding upon any party signing them. When properly recorded in the Real Property Records of Fort Bend County, Texas, the individual counterparts shall collectively be deemed the whole of the Restrictive Covenants.

### **10. PROPERTY OWNERS ASSOCIATION**

10.(A). Membership. Every person or entity who is a record owner of any Lot, including contract sellers, shall be a "Member" of the Meadow Lane Property Association (the "Association"). The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation, unless such interest holder takes possession of the unit and/or property, or those having only an interest in the mineral estate. Owners shall have one membership for each Lot owned by such Member or Members. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Homesite or Lot.

**10.(B). LIMITATION OF LIABILITY. A DIRECTOR SHALL NOT BE PERSONALLY LIABLE TO THE ASSOCIATION, ANY MEMBER, OR ANY OTHER PERSON FOR ANY ACTION TAKEN OR NOT TAKEN AS A DIRECTOR IF THE DIRECTOR HAS ACTED IN ACCORDANCE WITH SECTION 10.13 AND:**

**(i) ACTS WITHIN THE EXPRESSED OR IMPLIED SCOPE OF THE GOVERNING DOCUMENTS AND HIS OR HER ACTIONS ARE NOT ULTRA VIRES; (ii) AFFIRMATIVELY UNDERTAKES TO MAKE DECISIONS WHICH ARE NECESSARY FOR THE ASSOCIATION'S CONTINUED AND SUCCESSFUL OPERATION AND, WHEN DECISIONS ARE MADE, MAKES THEM ON AN INFORMED BASIS;**

**(iii) ACTS ON A DISINTERESTED BASIS, PROMPTLY DISCLOSING ANY REAL OR POTENTIAL CONFLICT OF INTERESTS (PECUNIARY OR OTHER), AND AVOIDING PARTICIPATION IN DECISIONS AND ACTIONS ON MATTERS AS TO WHICH HE HAS A CONFLICT OF INTEREST (BEYOND THAT WHICH ALL DIRECTORS HAVE BY VIRTUE OF THEIR OWNERSHIP OR OCCUPANCY OF A UNIT); AND**

**(iv) ACTS IN A NON-FRAUDULENT MANNER AND WITHOUT RECKLESS INDIFFERENCE TO THE ASSOCIATION'S AFFAIRS.**

**THE OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS OF THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY MISTAKE OF JUDGMENT, NEGLIGENT OR OTHERWISE, EXCEPT FOR THEIR OWN INDIVIDUAL WILLFUL MISFEASANCE, MALFEASANCE, MISCONDUCT, OR BAD FAITH. THE OFFICERS**

**AND DIRECTORS SHALL HAVE NO PERSONAL LIABILITY WITH RESPECT TO ANY CONTRACT OR OTHER COMMITMENT MADE OR ACTION TAKEN IN GOOD FAITH ON BEHALF OF THE ASSOCIATION (EXCEPT TO THE EXTENT THAT SUCH OFFICERS OR DIRECTORS MAY ALSO BE MEMBERS OF THE ASSOCIATION).**

**10.(C). INDEMNIFICATION. SUBJECT TO THE LIMITATIONS OF TEXAS LAW, THE ASSOCIATION SHALL INDEMNIFY EVERY SERVING OFFICER, DIRECTOR, AND COMMITTEE MEMBER (AS WELL AS THE IMMEDIATE PREDECESSORS OF CURRENT OFFICERS, DIRECTORS AND COMMITTEE MEMBERS) AGAINST ALL DAMAGES AND EXPENSES, INCLUDING COUNSEL FEES AND EXPENSES, REASONABLY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, OR OTHER PROCEEDING (INCLUDING SETTLEMENT OF ANY SUIT OR PROCEEDING, IF APPROVED BY THE THEN BOARD OF DIRECTORS) TO WHICH HE OR SHE MAY BE A PARTY BY REASON OF BEING OR HAVING BEEN AN OFFICER, DIRECTOR, OR COMMITTEE MEMBER, EXCEPT THAT THE ASSOCIATION SHALL HAVE NO OBLIGATION TO INDEMNIFY ANY INDIVIDUAL AGAINST LIABILITY OR EXPENSES INCURRED IN CONNECTION WITH A PROCEEDING: brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under the Texas Business Organizations Code; or**

**(I) to the extent that the individual is adjudged liable for conduct that constitutes:**

- (a) appropriation, in violation of his or her duties, of any business opportunity of the Association; or**
- (b) intentional misconduct or knowing violation of the law; or**
- (c) an unlawful distribution to members, directors or officers; or**
- (d) receipt of an improper personal benefit.**

**(II) This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available and necessary.**

**10.(D). Compensation of Directors and Officers. Directors and officers shall not receive any compensation from the Association for acting as such unless approved by Members entitled to cast a majority of the votes in the Association at a regular or special meeting of the Association. Any director or officer may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies or agreement with the**

Association, provided that such director's or officer's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

10.(E). Non-Profit Corporation. Meadow Lane Property Association, LLC., a Texas Limited Liability Company, has been or will be organized. It shall be governed by the Articles of Incorporation and Bylaws of said Association. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

11. Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

12. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

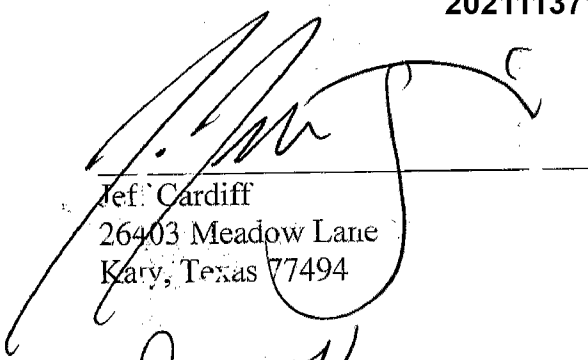
13. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

14. Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

15. Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

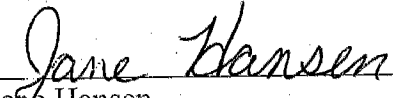
IN WITNESSS WHEREOF, the parties have executed these Second Amended Restrictive Covenants in multiple counterparts as of the date of their respective acknowledgment. The effective date (and date of this agreement) for reference purposes shall be the date of the latest acknowledgement.

MEADOW LANE SECOND AMENDED AND RESTATED RESTRICTIVE COVENANTS



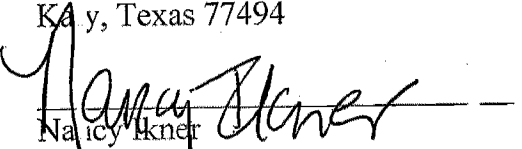
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Jeff Cardiff  
26403 Meadow Lane  
Katy, Texas 77494



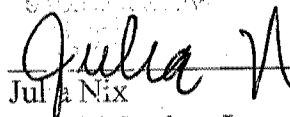
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Jane Hansen  
26402 Meadow Lane  
Katy, Texas 77494



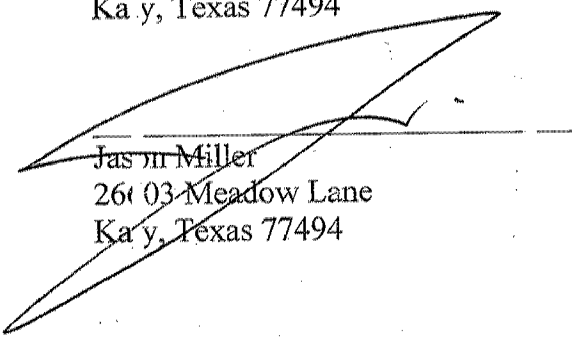
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Nancy Hkner  
26419 Meadow Lane  
Katy, Texas 77494



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Julia Nix  
26410 Meadow Lane  
Katy, Texas 77494



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Jas m Miller  
26403 Meadow Lane  
Katy, Texas 77494



THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 22<sup>nd</sup> day of June, 2021, by Jeff Cardiff.



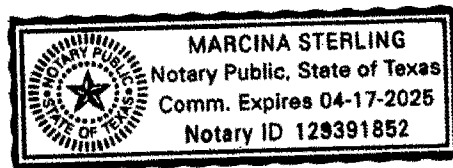
My commission expires:

Marcina Sterling  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 22<sup>nd</sup> day of June, 2021, by Jane Hansen.



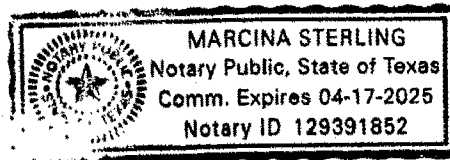
My commission expires:

Marcina Sterling  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 22<sup>nd</sup> day of June, 2021, by Nancy Ikner.



My commission expires:

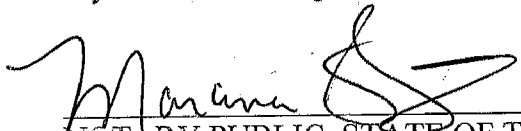
Marcina Sterling  
NOTARY PUBLIC, STATE OF TEXAS

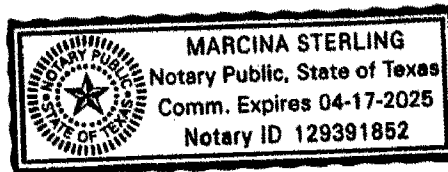
THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 1<sup>st</sup> day of June, 2021, by Julia Nix.

My commission expires:

  
NOTARY PUBLIC, STATE OF TEXAS

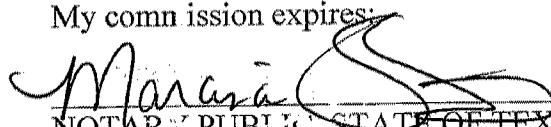


THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 22<sup>nd</sup> day of June, 2021, by Jason Miller.

My commission expires:

  
NOTARY PUBLIC, STATE OF TEXAS

