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LONE STAR ABSTRACT & TITLE CO., INC.  
BY *Vita Sea*

## MEADOWLAND ESTATES IN MEADOWPARK

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS COVERING  
MEADOWLAND ESTATES TO THE CITY OF MIDLAND, TEXAS, BEING A  
SUBDIVISION OF 14.72 ACRES OF LAND IN SECTION 2, BLOCK "X", H. P. HILLIARD  
SURVEY, MIDLAND COUNTY, TEXAS AND MEADOWPARK ADDITION, SECTION 11,  
BEING A REPLAT OF COMMON AREA C, MEADOWPARK ADDITION, LOCATED IN  
SECTION 2, BLOCK "X", H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS.

THIS SUPPLEMENTAL DECLARATION is made this 11<sup>th</sup> day of February, 1997 by  
PETREE-ISBELL, INC., a Texas corporation, (hereinafter called "Meadowland Developer").

### RECITATIONS

WHEREAS, the undersigned Meadowland Developer is the owner of all of the real property, ("Meadowland Estates") described as Meadowland Estates to the City of Midland, Texas, being a subdivision of 14.72 acres of land in Section 2, Block "X", H. P. Hilliard Survey, Midland County, Texas and Meadowpark Addition, Section 11, Being a Replat of Common Area C, Meadowpark Addition, Located in Section 2, Block "X", H.P. Hilliard Survey, Midland County, Texas ("Section 11").

WHEREAS, Meadowland Estates and Section 11, are subject to that certain Declaration of Covenants, Restrictions and Provisions for the Care and Maintenance of Common Areas and Facilities dated April 12, 1979 (the "Declaration"), as amended, originally executed by CITIZEN SAVINGS AND LOAN ASSOCIATION as Developer, all of the terms of which Declaration are incorporated herein by this reference for all purposes hereof as though it were set forth at length herein; and

WHEREAS, said Declaration has been amended by instrument entitled "Amendment of General Plan of Development--Meadowpark" dated December 30, 1980 and recorded in Volume 666, Page 349 of the Deed Records of Midland County, Texas and additionally amended by instrument entitled "Second Amendment of General Plan of Development and Supplemental Declaration--Meadowpark" dated September 21, 1981, and recorded in Volume 666, Page 631 of the Deed Records of Midland County, Texas, and by instrument entitled "Third Amendment of General Plan of Development and Supplementary Declaration--Meadowpark" dated March 11, 1983, and recorded in Volume 720, Page 509 of the Deed Records of Midland County, Texas and additionally by instrument entitled "Fourth Amendment of General Plan of Development and Supplementary Declaration--Meadowpark" dated November 7, 1985, and of record at Volume 783, Page 488 of the Deed Records of Midland County, Texas, all of which amendments (collectively, the "Amendments") are incorporated herein by this reference and made a part hereof for all purposes; and

**WHEREAS**, all of the defined terms set forth in the Declaration and Amendments are applicable hereto; and

**WHEREAS**, the property which Meadowland Estates encompasses is described in the General Plan of Development for Meadowpark (the "Subdivision"), and it is the intention of Meadowland Developer and the other Owners that its Lots be treated, in some particulars, differently from other Properties in the Subdivision.

**WHEREAS**, Section 11 contains Lots which are part of the Subdivision.

**WHEREAS**, while some of the items specifically mentioned herein are already covered by the terms of the Declaration, the purpose for stating them herein is in order to emphasize their application to Meadowland Estates. Plats of Section 11 and Meadowland Estates are annexed hereto as Exhibits "A" and "B", respectively.

Meadowland Developer now desires to further amend and supplement the Declaration as it pertains to either Meadowland Estates or the other Properties of the Subdivision covered by the Declaration or both. In those instances for which amendment of the Declaration is meant to cover only Meadowland Estates or the other Properties, that distinction will be spelled out. Unless their terms are specifically amended hereby, the Declaration and Amendments remain in full force and effect.

#### **SUPPLEMENTARY COVENANTS AND RESTRICTIONS**

- I. For all Lots in Meadowland Estates, certain basic requirements are:**
  - (a) Roofs shall be constructed of wood, laminated shingles, or other material approved in advance by the Architectural Control Committee.**
  - (b) No garage shall exceed the height of the Living Unit.**
  - (c) Each garage must be accessed by the public alley adjacent to its Lot.**
  - (d) Any driveway must be constructed of concrete, exposed aggregate concrete, or other material approved in advance by the Architectural Control Committee.**
  - (e) No changes in the elevation of any Lot shall be made without the approval of the Architectural Control Committee.**
  - (f) Every Living Unit shall be located and situated on its Lot so that it fronts the street upon which its Lot faces and is adjacent to.**

- (g) Article IV, Section 4 of the Declaration shall not be applicable.
- (h) Not more than 67% of the total area of any Lot may be covered by the first floor of all permanent structures of any kind upon that Lot.
- (i) At least 30% of the area between the curb and the front building line of each Lot shall consist of a planted area, which includes not less than two trees of 2.5" or greater diameter, unless otherwise approved by the Architectural Control Committee.
- (j) Any fencing which can be seen from a public street shall be of masonry construction unless otherwise approved by the Architectural Control Committee.
- (k) The landscaped area in front and side yards of Lots which are adjacent to public streets must be provided with an underground sprinkler system.
- (l) Exterior walls of any Living Unit shall consist of not less than sixty (60%) percent masonry construction.

**II. For Lots 1, 2, 3, 34 through 70 in Meadowland Estates, designated as single-family homes:**

- (a) Each garage on a Lot must be set back no less than 12.5 feet. Side yard set-back requirements and Lot line regulations, relative to single-family detached developments and rear yard set-back requirements relative to townhouse developments shall be in accordance with the City Code for the City of Midland, Texas which are applicable to townhouse developments.
- (b) The minimum per square foot size for a one-story living unit shall be 2,200 square feet, and for a two-story living unit, the second story shall consist of no less than 800 square feet and the total square footage of any such living unit shall not be less than 3,000 square feet.

**III. For Lots 71 through 84 designated as zero sideline Lots in Meadowland Estates:**

- (a) Sections 5 and 6 of Article III of the Declaration shall be applicable to these Lots, with the exception that the last sentence of Section 6(g) is amended to read as follows:

"The Adjoining Lot Owner may construct a fence extending to the neighboring Zero Side Line, but any such fence shall have a gate or easily removable

section not less than three (3) feet wide within the six (6) foot strip covered by this easement."

(b) The minimum per square foot size for a one-story living unit shall be 2,000 square feet, and for a two-story living unit, the second story shall consist of no less than 800 square feet and the total square footage of the living unit shall not be less than 2,800 square feet.

IV. For Lots 1, 34, 49, 50, 59, 60, and 70, fences along Pinemeadow Drive and Meadowpark Drive must match the current fences along Common Area A in Meadowland Estates.

V. For Lots 71-84, the zero sideline wall must be constructed of a brick which matches the fences along the Common Area A in Meadowland Estates.

VI. For Lots 80 and 81, the fence or south wall on the Lot along the south alley must match the fence along Common Area A in Meadowland Estates.

VII. Applicable to all Lots in the Subdivision and to include Meadowland Estates:

(a) Annual assessment for all Lots in Meadowland Estates shall not exceed Fifty (\$50.00) Dollars per month until January 1, 2007.

(b) Annual assessment for each Lot in Meadowland Estates shall never in any given year exceed two-thirds (2/3) of the amount assessed against any Lot in the highest annual assessment category for that year for any of the other Properties in the Subdivision. To illustrate this principle, if the highest annual assessment for a Lot in the Subdivision area outside of Meadowland Estates were Sixty (\$60.00) Dollars per month, the annual assessment for any Lot in the Meadowland Estates portion of the Subdivision could not exceed Forty (\$40.00) Dollars per month.

(c) By majority vote of the Members, annual assessments on selected Lots in the Subdivision may be decreased from the highest assessment category to a lower assessment category, which can never be less than the amount of the assessments on Lots in the Meadowland Estates. Criteria for selection of these Lots will be related to the amount of the services provided in the vicinity of each such Lot, such as water provided and the extent of landscape maintenance necessary, which are paid for by the Association.

(d) Lots owned by Meadowland Developer shall never be subject to Special Assessments contemplated by the Declaration or any other type of assessment, other than the annual assessments and only in the manner

described in this Supplemental Declaration.

(e) Two years following the transfer and conveyance of any Lot from Meadowland Developer to any party for any reason, if a Living Unit has not been completed on the Lot and the Lot has not been previously subjected to assessments in accordance with this Supplemental Declaration, it will be subject to assessments in accordance with this Supplemental Declaration, as determined by the Board of Directors of Meadowpark Owners Association, Inc.

**VIII. Applicable to all of Meadowland Estates and the other Properties in the Subdivision:**

(a) Any Homeowner who arranges and attends a meeting between a referred party and the Meadowland Developer that results in the sale of a Lot and new Living Unit will be entitled to a fifty (50%) percent reduction in annual assessment charges for a six-month period commencing with the earlier of (i) the closing date of a purchase of a Living Unit on that Lot or (ii) the leasing date of a newly constructed Living Unit.

(b) Article VI, Section 1 of the Declaration is hereby revised and amended so that the Architectural Control Committee shall, effective the date hereof, be composed of two representatives appointed by the Board and one representative appointed by Meadowland Developer, until such time as Meadowland Developer no longer owns any property in the Subdivision.

(c) Section 2 of Article VII of the Declaration is amended in the following particulars: Class B is changed to read as follows: "The Class B Member shall be the Meadowland Developer. The Meadowland Developer shall be entitled to one vote for each Lot, which it owns in Meadowland Estates, and in the rest of the Subdivision, whether or not such Lot is vacant or developed. The Class B Membership shall cease at such time as Meadowland Developer no longer owns any Lots in Meadowland Estates or any other portion of the Subdivision.

(d) Article VIII, Section 3, Paragraph (e) of the Declaration is amended to read as follows: "The Right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility or other third party for such purposes and subject to such conditions as may be agreed to by the Members and the Grantee, provided however that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument in writing signed by two-thirds (2/3) of the Voting Members of each class of membership has been obtained, agreeing to such dedication, transfer, and purpose of condition.

VIII

(e) At the end of Article IX, Section 5, the following language is added: "Annual assessment should begin on the first of the month following the earlier of the closing of the Purchase of a Living Unit on a Lot or execution of a Lease Agreement of a newly constructed Living Unit on the Lot."

(f) Section 9 of Article IX of the Declaration is hereby amended to delete its last provision after subsection (b) which recites: "Notwithstanding any provisions herein, no land or improvements devoted to Residential Dwelling use shall be exempt from said assessments, charges, or liens," and in place of the deleted language, new item (c) will be added, which states "Subject to Article VII (d) and (e) of this Supplemental Declaration, all vacant Lots or Lots with Living Units under construction on them are exempt from assessments."

(g) Section 1 of Article XI of the Declaration for the purposes of complying with Section 204.005 of the Texas Property Code and to clarify any ambiguity previously existing in the Declaration and Amendment is hereby amended to read as follows: "Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds (2/3) of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. The Association has authority to approve and circulate a petition relating to the extension of, addition to, or modification of this Declaration. Any Petition to extend, add to, or modify existing restrictions approved and circulated by the Association is effective if, (i) the Petition is approved by the Owners (excluding lienholders, Contract Purchasers and the Owners of mineral interests) of at least seventy-five (75%) percent of the real property in the Subdivision; and (ii) the Petition is filed as a dedicatory instrument with the County Clerk of Midland County. The Association must notify all Record Owners of Property in the Subdivision of the proposed extension, addition to, or modification of the existing restrictions. Notice may be hand-delivered to residences within the Subdivision or sent by regular mail to each Owner's last known mailing address, as reflected in the ownership records maintained by the Association. The approval of multiple Owners of a Property may be reflected by the signature of a single Co-Owner."

PETREE-ISBELL, INC., A Texas Corporation

By: Jesse Petree  
JESSE PETREE, Vice-President

MEADOWLAND DEVELOPER

The Terms of this Supplemental Declaration have been reviewed and approved the 11<sup>th</sup> day of February, 1997, by the Meadowpark Owners Association, Inc.

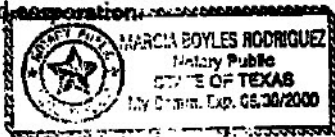
MEADOWPARK OWNERS ASSOCIATION, INC.

By: Charles Morgan  
CHARLES MORGAN, President

STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing document was acknowledged before me on this the 11<sup>th</sup> day of February, 1997, by the said JESSE PETREE, as President of Petree-Isbell, Inc., a Texas corporation, on behalf of said corporation.

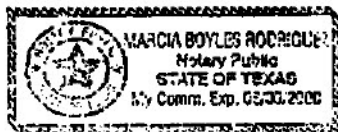


Marcia Boyles Rodriguez  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF MIDLAND §


The foregoing document was acknowledged before me on this the 11<sup>th</sup> day of February, 1997, by the said CHARLES MORGAN, President of Meadowpark Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Marcia Boyles Rodriguez  
Notary Public, State of Texas

COVENANT/SUPPLEMENT AND AMENDMENT APPROVAL

The Planning and Zoning Committee of the City of Midland, Texas, meeting in regular session on 3-17-97 in exercising its authority to approve covenants pertaining to the ownership and maintenance of common areas, as dictated by the Subdivision Code (Ordinance No. 7333), hereby approves the foregoing supplement and amendment to the Meadowpark Declaration of Covenants and Restrictions and Provisions For Care and Maintenance of Common Areas and Facilities.

  
CHAIRMAN

  
SECRETARY

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Filed for Record on the 18 day of March A.D. 1997, at 10:37 o'clock A. M.  
Duly Recorded this the 18 day of March A.D. 1997, at 2:12 o'clock P. M.

ALICE BROWN, COUNTY CLERK  
MIDLAND COUNTY, TEXAS

INSTRUMENT NO. 4464

by Alice Brown, Deputy

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