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HJC/CL BJS

SPECIAL

003-27-1956

CORRECTED

AMENDMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF GALVESTON

This amendment of covenants, conditions, and restrictions is made on the date hereinafter set forth.

W I T N E S S E T H

Whereas, the signatory to this instrument presently holds a majority of votes in the Wilderness Trails Homeowners' Association, being a total of 987 votes out of an overall 1164 votes, and

Whereas, the holder of a majority of the votes in the above association has the power under Article VII, Section 1 of the original covenants, conditions, and restrictions recorded in Vol. 3324, page 524, Deed of Trust Records, Galveston County, Texas, to amend said covenants, conditions, and restrictions by an instrument setting forth said changes and recorded in the Real Property Records of Galveston County, Texas, said instrument to be executed by said majority vote holder, and

Whereas, it is the desire of the signatory hereto to effect a change in the original covenants, conditions, and restrictions,

Now therefore the signatory hereto as majority vote holder in the above association does hereby amend said original covenants, conditions, and restrictions to the extent and in the manner as hereinafter stated.

I.

Said amendment shall only be applicable to the hereinafter described sections and lots therein as described on the plat of said subdivision as on record in Vol. 15, page 119, Plat Records of Galveston County, Texas, and more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

II.

Article 11, Section 4 on page 4 of the Deed Restrictions is deleted and no other provision is substituted in its place.

III.

Article VI, Section 6 of said restrictions is hereby amended to read as follows, to-wit:

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular lot involved. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

IV.

Except insofar as the deletion in Paragraph II and the amendment in Paragraph III above all other covenants, conditions, and restrictions heretofore existing on the above described property shall remain in full force and effect.

003-27-1957

Executed this 25th day of June, 1984, by the hereafter stated corporation acting by and through its duly authorized officers, said corporation by virtue of its ownership of the above properties holding a majority of votes in the Wilderness Trails Homeowner's Association.

ASTRO DEVELOPMENT CORPORATION

W. F. Mitchell
W. F. Mitchell, President

ATTEST:

Barbara P. Hart
Secretary

(Corporate Acknowledgement)

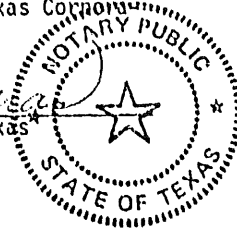
THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on June 25, 1984, by W. F. MITCHELL, president of ASTRO DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.

James M. Wilson
Housing and Urban Development

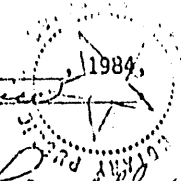
Janie Balderas
Notary Public, State of Texas
JANIE BALDERAS
Notary Public in State of Texas
My Commission Expires 6-22-87



This instrument was acknowledged before me on June 27, 1984, by James M. Wilson, Manager, Houston Office, on behalf of Housing and Urban Development.

Theresa L. Stafford
Veteran's Administration

Glynda L. Powell
Notary Public, State of Texas
GLYNDA L. POWELL
My Commission Expires 8-11-85



This instrument was acknowledged before me on July 24th, 1984, by Ann C. Stafford, Chief, Construction Valuation Section, on behalf of Veteran's Administration.

G. M. Ference
Notary Public, State of Texas
G. M. FERENCE
Notary Public State of Texas
My Commission Expires March 29 1980



003-27-1958

EXHIBIT "A"

All lots Wilderness Trails Subdivision, Galveston County, Texas according to the plat recorded June 15, 1978 in Volume 15 page 119 in the map records of Galveston County and the replat of Wilderness Trails subdivision Section Two, Three and Four recorded February 21, 1984 in Volume 17 page 117 in the map records of Galveston County:

Block One (1), Lots One (1) through Seventeen (17);
Block Two (2), Lots One (1) through Thirteen (13);
Block Three (3), Lots One (1) through Twenty-Six (26);
Block Four (4), Lots One (1) through Twenty-Eight (28);
Block Five (5), Lots One (1) through Twenty (20);
Block Six (6), Lots One (1) through Twenty (20);
Block Seven (7), Lots One (1) through Twenty-Seven (27);
Block Eight (8), Lots One (1) through Twenty-One (21);
Block Nine (9), Lots One (1) through Twenty-Four (24);
Block Ten (10), Lots One (1) through Forty-five (45);
Block Eleven (11), Lots One (1) through Sixteen (16);
Block Twelve (12), Lots One (1) through Twenty-Eight (28);
Block Thirteen (13), Lots One (1) through Twenty-Four (24);
Block Fourteen (14), Lots One (1) through Nineteen (19);
Block Fifteen (15), Lots One (1) through Forty-One (41);
Block Sixteen (16), Lots One (1) through Fifteen (15);
Block Seventeen (17), Lots One (1) through Twenty (20);
Block Eighteen (18), Lots One (1) through Twenty-six (26);
Block Nineteen (19), Lots One (1) through Nineteen (19);
Block Twenty (20), Lots One (1) through Fifty-Seven (57).

FILED FOR RECORD
AUG 10 3 56 PM '84
Mary Jane Christensen
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Real Property of Galveston County, Texas, on

AUG 10 1984



Mary Jane Christensen
COUNTY CLERK, Galveston County, Texas

Special

8423518

AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

003-06-2246

THE STATE OF TEXAS }

COUNTY OF GALVESTON }

This Amendment of Covenants, Conditions, and Restrictions is made on the date hereinafter set forth.

W I T N E S S E T H

Whereas, the signatory to this instrument presently holds a majority of votes in the Wilderness Trails Homeowners' Association, being a total of 987 votes out of an overall 1164 votes, and

Whereas, the holder of a majority of the votes in the above Association has the power under Article VII Section 1 of the original Covenants, Conditions, and Restrictions recorded in Volume 3324, Page 524, Deed of Trust Records, Galveston County, Texas, to amend said Covenants, Conditions, and Restrictions by an instrument setting forth said changes and recorded in the Real Property Records of Galveston County, Texas, said instrument to be executed by said majority vote holder, and

Whereas, it is the desire of the signatory hereto to effect a change in the original Covenants, Conditions, and Restrictions, and

Whereas, said Amendment was approved by the members of the Wilderness Trails Homeowners' Association by resolution approved in a special meeting of the Association having been held with proper notice on May 10, 1984,

Now therefore the signatory hereto as majority vote holder in the above Association does hereby amend said original Covenants, Conditions, and Restrictions to the extent and in the manner as hereinafter stated.

I.

Said Amendment shall only be applicable to the hereinafter described Sections and Lots therein as described on the replat of said subdivision as on record in Volume 17, Page 117, Plat Records of Galveston County, Texas, and more particularly described as follows, to-wit:

All the hereinafter described lots in Wilderness Trails Subdivision, Section Two (2), Three (3), and Four (4) according to the map or plat of record in Volume 17, Page 117, Map Records, Galveston County, Texas.

003-06-2247

Section Two

Block No.	Lot No.
3	1-25
4	3-32
7	3-25
8	1-21
10	14-32
14	10-19

Section Three

Block No.	Lot No.
12	1-12
13	1-12
14	1-9
15	1-41
16	8-15
17	1 & 11-20
20	1-4 & 49-57

Section Four

Block No.	Lot No.
16	1-7
17	2-10
18	1-26
19	1-19
20	5-48

II.

Article VI, Section 3 of said Restrictions is hereby amended to read as follows, to-wit:

Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of such Lot as set forth under Witnesseth on Page 1, within Wilderness Trails Subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to the Homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the Owner or Owners of any Lot at Twenty Percent (20%) of the rate assessed to Homeowners until completion and occupancy of a permanent structure thereon by a Homeowner. Furthermore, on such undeveloped Lots the assessment shall accrue at the above Twenty Percent (20%) rate but shall not become due and payable until the

003-06-2248

completion of a residence upon said Lot and the closing of title to said residence into the purchaser of the completed residence.

Upon completion and occupancy, the assessment for the first year of ownership or any fraction thereof shall be the number of months the Lot has been occupied by a Homeowner times the monthly assessment rate payable on January 1, for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of annual assessment; payable on January 1, of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors as the needs of the Subdivision may, in the judgment of the Board of Directors, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed Twenty Dollars (\$20.00) per Lot per month, or Two Hundred Forty Dollars (\$240.00) per Lot per year, unless increased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

III.

Except insofar as the Amendment in Paragraph II above all other Covenants, Conditions, and Restrictions heretofore existing on the above described property shall remain in full force and effect.

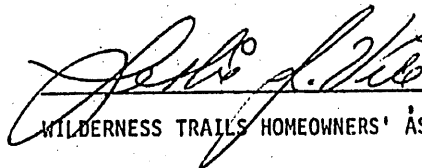
Executed this 10 day of MAY, 1984, by the hereafter stated Corporation acting by and through its duly authorized Officers, said Corporation by virtue of its ownership of the above properties holding a majority of votes in the Wilderness Trails Homeowners' Association.

ASTRO DEVELOPMENT CORPORATION


WILLIAM F. MITCHELL, President

ATTEST:


President
WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION


Secretary
WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION

003-06-2249

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS |

COUNTY OF GALVESTON |

This instrument was acknowledged before me on May 10 1984,
1984, by WILLIAM F. MITCHELL, President of ASTRO DEVELOPMENT CORPORATION, a
Texas Corporation, on behalf of said Corporation.



Janie Baldwin
Notary Public, State of Texas.

My Commission Expires: 6-27-87

FILED FOR RECORD
MAY 21 2 43 PM '84

Mary Jane Christensen
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the Official Public Records of Real Property of Galveston
County, Texas, on

MAY 21 1984



Mary Jane Christensen
COUNTY CLERK, Galveston County, Texas