

AMENDMENT TO RESTRICTIONS IN IDLEWILDE ESTATES, SECTION I

(1971)

The State of Texas

Know All Men By These Presents:

The County of Polk

That, Whereas, Roy R. Smith, as developer of Idlewilde Estates, Section I, filed for record, in the office of the County Clerk of Polk County, Texas, certain reservations and restrictions pertaining to said Subdivision, in Volume 223, page 394 of the Deed Records, to which instrument reference is here made for all pertinent purposes; and,

Whereas, said Subdivision was subsequently sold to R.A.L.S. Properties, Inc; and ,Whereas, the present owner deems it necessary, reasonable and desirable to amend said reservations and restrictions above referred to:

Now, Therefore, in consideration of the premises and for the purpose of making amendments to such reservations and restrictions, the undersigned has and by these presents, does hereby amend the original restrictions to provide the following:

1.

Paragraph 22 shall be henceforth changed to read as follows:

Upon the sale or execution of contract for deed, the Purchasers shall be liable, for a maintenance charge at the rate of \$25.00 per year for each lot, for the purpose of creating a fund to be known as "Idlewilde Estates Maintenance Fund" to be paid by the owner of each lot in conjunction with a charge to be paid by the owners of other lots in Idlewilde Estates, Sections 1, 2 and 4, the same to be secured by Vendor's Lien upon said lot and payable annually on the 1st day of January of each year in advance, beginning January 1, 1970 to the Architectural Committee of Idlewilde Estates, Sections 1, 2 and 4, hereinabove created at its office in Livingston, Texas, Box 2, Route 104, Livingston, Texas 77351, and said charges and lien are hereby assigned to such Committee; such annual charge may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$25.00 per year unless raised by a majority of the lot owners. Such obligation to pay such charge shall terminate January 1st, 1977, unless it is extended by agreement of all of the lot owners. Funds arising from said charge shall be applied so far as is sufficient towards the payment of maintenance expenses incurred for any or all of the following purposes: lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots and maintenance of clubhouse facilities, ramps, boat landing, boat basins and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of said Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgment of said Committee in the expenditure of said funds shall be final so long as such judgment is exercised in good faith. All conveyances of lots shall be subject to such maintenance charge and by acceptance of this deed, each purchaser consents and acknowledges that developers have no obligation to furnish, maintenance or do any other thing described in this paragraph other than from maintenance funds.

However, the maintenance charge herein provided is hereby declared to be second and inferior and a second lien to any vendor's lien, materialman's and mechanic's lien, Deed of Trust Lien, or other security for the payment of any lot in said subdivision, or for improvements made on any lot therein, and such vendor's lien, materialman's and mechanic's lien, Deed of Trust Lien, or such other security, made, given or retained therefore, together with any extension or successive extension thereof, shall be and is hereby declared to be a first lien until such time as final payment thereof has been fully made.

County of Polk, Gene Bush, Notary Public in and for Polk County, June 10 1971.