

H666477

028-89-1677

JR9.5

SECOND AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS,  
MISSION BEND, SECTION TEN

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

10/21/82 109195272 H666477 \$ 34.

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WHEREAS, on March 9, 1978, Lancaster Homes, Inc., a Texas corporation (hereinafter referred to as the "Developer"), executed that certain Declaration of Covenants, Conditions and Restrictions, for Mission Bend, Section Ten (hereinafter referred to as the "Declaration"), filed for record in the Office of the County Clerk of Harris, County, Texas, under County Clerk's File No. F515379 and recorded under Film Code No. 189-15-1909 in the Official Public Records of Real Property of Harris County, Texas, imposing on Mission Bend, Section Ten, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 265, Page 14 of the Map Records of Harris County, Texas, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof, and additionally bringing said subdivision within the jurisdiction of the Mission Bend Homeowners Association, Inc. (hereinafter referred to as the "Association"); and

WHEREAS, the "Amendment" provision of the Declaration (at page 16) provides that the Owners (as defined in the Declaration) of a majority of the total number of Lots in Mission Bend, Section Ten, shall have the right, power and authority, from time to time, to amend the Declaration by filing for record in Harris County, Texas, an instrument signed by the then Owners of not less than a majority of the total number of Lots in Mission Bend, Section Ten, setting forth said amendments; and

WHEREAS, Developer and the undersigned, being the Owners of at least a majority of the Lots encompassed within and subject to the provisions of the Declaration, now desire to amend the Declaration, pursuant to their right to do so as set forth at page 16

of the Declaration, in order to (a) clarify the restrictions governing the storage of vehicles, (b) establish regulations governing the maintaining of animals and (c) establish regulations governing yard maintenance.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, the Declaration is hereby amended as follows:

### ARTICLE III

Section 8. Temporary Structures. No structure of a temporary character whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place or maintain such facilities in or upon any portion of the Properties, as in its sole discretion, determines may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8a. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat, trailer, camping unit, motor home, bus, truck, or self-propelled or towable equipment, consumer goods or machinery of any sort shall be permitted to park on any street or any Lot except in a garage or other enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from any other Lot or any street, except that (1) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, (2) this restriction shall not apply to automobiles, pickup trucks, and vans in good repair and attractive condition parked in the street or in the driveway, and (3) this restriction shall not apply to the mere temporary parking in the street or in the driveway of any vehicle or equipment of less than 10,000 lbs gross vehicle weight or consumer goods which is in

good repair and attractive condition. For the purpose of this restriction, temporary is defined as not more than eight (8) hours in a 24-hour period.

#### ARTICLE III

Section 13. Animals. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), livestock, or other animals or fowl of any kind shall ever be kept in the Subdivision except that dogs, cats, or other common household pets (not to exceed a total of four (4) adult animals kept predominately outside the house) may be kept by the Owner or tenant of any Living Unit, provided they are not kept, bred or maintained for any commercial purpose.

#### ARTICLE III

Section 14. Lot Maintenance. The Owner of each Lot and residence shall maintain the same, and the improvements, grass, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right, after seven (7) days written notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner: (1) to mow the grass thereon, (2) to remove any debris therefrom, (3) to remove, trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, or disease, decay or other condition is detrimental to the enjoyment of adjoining property, is unattractive in appearance or obstructs the view of traffic, (4) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property in the Subdivision, and (5) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed



by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at a rate of ten percent (10%) per annum, and to pay any attorneys' fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon.

This restriction shall not apply until the first day of the month following completion and occupancy of a permanent structure on 75 % of the lots in the section.

The amendments to the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration and First Amendment thereto, and shall relate back to the date of the filing thereof. All provisions of the Declaration and First Amendment not amended hereby are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration. This Second Amendment may be executed in multiple counterparts, which together shall be considered one document.

The Federal Housing Administration and the Veterans Administration have approved this amendment, as provided for in Article VII, Section 3.

IN WITNESS WHEREOF, Developer, the undersigned Owners, the Lienholders, the Veterans Administration and the Federal Housing Administration have executed this Second Amendment on the date set forth in their acknowledgement to be effective as of the 31st day of December, 1981.

LANCASTER HOMES, INC.  
(OWNER OF \_\_\_\_\_ LOTS)

BY: \_\_\_\_\_

\_\_\_\_\_  
"DEVELOPER"

RECORDED & INDEXED  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of LANCASTER HOMES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

My Commission Expires:

Notary Public in and for  
 Harris County, T e x a s

(Print or Type Name)

RECORDERS MEMORANDUM  
 ALL BLACKOUTS, ADDITIONS AND CHANGES  
 WERE PRESENT AT THE TIME THE INSTRUMENT  
 WAS FILED AND RECORDED

VETERANS ADMINISTRATION

BY:

AMIL C. STAFFORD

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared AMIL C. STAFFORD, CHIEF C & V SECTION of the VETERANS ADMINISTRATION, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 20th day of November, 1981.

My Commission Expires:

12/13/84

Notary Public in and for  
 Harris County, T e x a s

DIANA RAMIREZ

(Print or Type Name)

028-89-1682

FEDERAL HOUSING ADMINISTRATION

BY: James M. Wilson

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James M. Wilson, Deputy Supervisor for of the FEDERAL HOUSING ADMINISTRATION, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 2nd day of December, 1981.



Glynda L. Powell  
Notary Public in and for  
Harris County, T e x a s

Glynda L. Powell  
(Print or Type Name)

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.

BY: \_\_\_\_\_

"LIENHOLDER"

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

Notary Public in and for  
Harris County, T e x a s

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)