

SECOND AMENDMENT TO

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MISSION BEND, SECTION NINE, A SUBDIVISION
STATE OF TEXAS, COUNTY OF FORT BEND

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

WHEREAS, on JANUARY 27, 1981, Kirkwood Development Company, Inc., Mission Bend Homeowners Association, Inc. (erroneously referred to as "Mission Bend, Inc."), and General Homes Consolidated Companies, Inc., all Texas corporations (hereinafter referred to collectively as the "Declarant"), executed that certain Revised and Restated Declaration of Covenants, Conditions and Restrictions, for the Replat of Mission Bend, Section Nine, a subdivision in Fort Bend County, Texas, (hereinafter referred to as the "Declaration"), filed for record in the Office of the County Clerk of Fort Bend County, Texas, under County Clerk's File No. 5582 and recorded under Film Code No. Deed Volume 1028, page 740, in the Official Public Records of Real Property of Fort Bend County, Texas, imposing on Mission Bend, Section Nine, a subdivision in Fort Bend County, Texas, according to the replat thereof recorded in Volume 29, Page 18 of the Plat Records of Fort Bend 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, a First Amendment to Declaration of Covenants and Restrictions, Mission Bend, Section Nine, was executed effective SEPTEMBER 27, 1983, and filed for record in the Office of the County Clerk of Fort Bend County, Texas, under County Clerk's File No. 47522 and recorded under Film Code No. Deed Volume 1295, Page 115, in the Official Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, the "Amendment" provision of the Declaration (at page 17) provides that the Owners (as defined in the Declaration) of a majority of the total number of Lots in Mission Bend, Section Nine, shall have the right, power and authority, from time to time, to amend the Declaration by filing for record in Fort Bend 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 Nine, setting forth said amendments; and

WHEREAS, Declarant 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 17 of the Declaration, in order to (a) clarify Architectural Control Committee approval for cosmetic changes, maintenance, and/or improvements to the homes in Section Nine, (b) impose a requirement to maintain walls and fences in Section Nine, and (c) impose a general maintenance provision for the properties located in Section Nine;

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

I.

Article IV, Section 1 is hereby eliminated in its entirety and the following paragraph inserted in its place:

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No structure shall be erected, placed, or altered in any manner (to include but not be limited to, changing of exterior paint color, exterior design, or any other cosmetic changes) on any home or any Lot until the construction plans and specifications and details of the proposed changes (whether structural or cosmetic), along with a plot plan showing the location of the structure,

have been approved in writing as to the harmony of exterior design, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by MISSION BEND, SECTION NINE Architectural Control Committee. A copy of the proposed changes, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its designated representative prior to commencement of construction or other alteration of the improvement. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may, in its sole discretion, elect. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it and received by it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

II.

Article III, Section 14, is hereby amended to read as follows:

1. Section 14 is now designated as: Section 14 (a).
2. There is hereby added a new section, Section 14 (b), which shall read as follows:

Section 14 (b). Right to Maintain. The Association shall have the right, after seven (7) days' prior written notice to the Owner of any Lot, stating the action intended to be taken by the Association, provided that if, at the end of such time such action has not already been taken by such Owner, to undertake to maintain the Lot in accordance with the requirements set out in Section 14 (a) of this Declaration, to do any and all

other 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 10% per annum, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all the same shall be secured by a lien on such Owner's property, subject only to the liens then existing thereon.

III.

Article III, Section 12, is hereby amended to read as follows:

1. Article III, Section 12, is now designated as: Section 12 (a).

2. There is hereby added a new section, Section 12 (b), Repair of Walls, Fences and Hedges, which shall read as follows:

Section 12 (b). Repair of Walls, Fences and Hedges.

The Association shall have the right, after seven (7) days' prior written notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided that if, at the end of such time such action has not already been taken by such Owner, to undertake to repair and maintain any walls, fences or hedges to effect compliance with Section 12 (a) of this Declaration, and to do any and all other 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 the liens then existing thereon.

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 shall relate back to the date of the filing thereof. All provisions of the Declaration 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.

IN WITNESS WHEREOF, Declarant, President of the Mission Bend Homeowners Association, has executed this Second Amendment on the date set forth in the acknowledgement to be effective as of the ____ day of _____, 1990.

MISSION BEND HOMEOWNERS ASSOCIATION

By _____