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REVISED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE REPLAT OF MISSION BEND, SECTION NINE, A
SUBDIVISION IN FORT BEND COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF FORT BEND §

THIS DECLARATION, made on the date hereinafter set forth by KIRKWOOD DEVELOPMENT COMPANY, INC., a Texas corporation, MISSION BEND, INC., a Texas corporation, and GENERAL HOMES CONSOLIDATED COMPANIES, INC., a Texas corporation, hereinafter collectively called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property known as the REPLAT OF MISSION BEND, SECTION NINE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 26, Page 7 of the Plat Records of Fort Bend County, Texas; and

WHEREAS, by that certain instrument designated as "Declaration of Covenants, Conditions and Restrictions for the Replat of Mission Bend, Section Nine, a subdivision in Fort Bend County, Texas", recorded in Volume 958, Page 114 of the Deed Records of Fort Bend County, Texas (hereinafter called the "Original Declaration"), Mission Bend, Inc., did subject said property to the covenants, conditions and restrictions set forth therein;

WHEREAS, it is the desire of Declarant to terminate, revoke, and withdraw the Original Declaration for the Replat of Mission Bend, Section Nine, a Subdivision in Fort Bend County, Texas, in its entirety, and in substitution therefor, to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property, as set forth hereinbelow, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision;

NOW, THEREFORE, Declarant hereby terminates, revokes, and withdraws the Original Declaration its entirety, effective as of

the date hereof; and Declarant hereby adopts, establishes, and imposes upon the REPLAT OF MISSION BEND, SECTION NINE, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land, and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to the MISSION BEND, SECTION NINE, Architectural Control Committee provided for in Article IV hereof.

Section 2. "Association" shall mean and refer to MISSION BEND HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation, its successors and assigns, provided for in Article V hereof.

Section 3. "Declarant" shall refer collectively to Kirkwood Development Company, Inc., a Texas corporation, Mission Bend, Inc., a Texas corporation, General Homes Consolidated Companies, Inc., a Texas corporation, and to each of their successors and assigns if such successors or assigns are so designated in writing by Declarant as the successors and assigns of all Declarants' rights hereunder.

Section 4. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the Subdivision Plat and all plats or lots annexed pursuant to Section 1 of Article VI hereof.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 6. "Properties" shall mean and refer to the REPLAT OF MISSION BEND, SECTION NINE, subject to the Reservations set forth herein and/or in the Subdivision Plat, the common areas belonging to the Mission Bend Homeowners' Association, Inc., and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 7. "Subdivision Plat" shall mean and refer to the map or plat of the REPLAT OF MISSION BEND, SECTION NINE, recorded in Volume 26, Page 7 of the Plat Records of Fort Bend County, Texas.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Subdivision Plat of the Properties. The Subdivision Plat dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and further establishes certain restrictions applicable to the Properties, including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying any part of the Properties, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or

their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm and sanitary sewer, electric lighting, electric power, telephone, telegraph or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion or the Properties, and where not affected the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

ARTICLE III

USE RESTRICTIONS

Section 1. Single Family Residential Construction. All lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential lots") and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage or carport, with a full garage door facing the street, for not less than one or more than three cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of the Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design, location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Section 3. Dwelling Size. The living area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,000 square feet for a one-story dwelling, nor shall the lower living area of the main residential structure of a two-story dwelling be less than 500 square feet, nor shall the lower living area plus the upper living area of the main residential structure of a two-story dwelling be less than 1,300 square feet.

Section 4. Type of Construction, Materials and Landscape.

(a) No external roofing material other than wood shingles or composition shingles shall be constructed or used on any building in any part of the Properties without the written approval of the Architectural Control Committee.

(b) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb and two (2) feet from the property line, along the entire front of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb and two (2) feet from the property line along the entire side of all corner Lots. The plans for each residential building on each Lot shall include plans and specifications for such sidewalks, and same shall be constructed and completed before the main residence is occupied.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Properties.

Section 5. Location of the Improvements Upon the Lot. No structure shall be located on any Lot nearer to the front line or

nearest to the side street line than the minimum building setback line shown on the Subdivision Plat. No building shall be located on any Lot nearer than ten (10) feet to any side street line. Except for detached zero lot line structures, the main residential structure (exclusive of detached garages and out buildings) shall be located no less than eleven (11) feet from the rear property line. Except for detached zero lot line structures, no part of the house building shall be located nearer than five (5) feet to an interior lot line. A garage or other permitted accessory building to other than a detached zero lot line structure, located seventy (70) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on any Lot to encroach upon another Lot. With regard to detached zero lot line structures, detached zero lot line: Subject to the provisions of Section 6, one wall of the building, carport or garage shall be located on one side lot line on interior lots of the dwelling is a single detached zero lot line dwelling. However, this wall shall not have any windows, doors or other such related openings. The other wall of the building, carport or garage shall be a minimum of ten (10) feet to an interior lot line or ten (10) feet to an exterior lot line on a corner lot.

Section 6. Composite Building Site and Minimum Lot Area. No Lot shall be resubdivided nor shall any building be erected or placed upon any Lot having area of less than 5,000 square feet; provided, however, that nothing herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each Lot containing not less than the minimum Lot area aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area.

Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions

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thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than forty (40) feet.

Section 7. Prohibition of Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

Section 8. Use of 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, Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion 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. No truck, trailer, boat, automobile or other vehicle shall be stored, parked, or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage or carport permitted on any Lot covered hereby.

Section 9. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot except (i) one sign of not more than ten (10) square feet advertising the particular lot

or plot on which the sign is situated for sale or rent and (ii) one sign of not more than five (5) square feet to identify the particular lot or plot as may be required by the Federal Housing Administration or Veterans Administration during the period of actual construction of a single-family residential structure thereon. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of property in this subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 9 be erected, permitted or maintained on any Lot or plot without the express written consent of the Architectural Control Committee. The term "Declarant" as used in this Section 9 shall refer to said entities and such successors or assigns of such entities to whom the right under this Section 9 are expressly and specifically transferred.

Section 10. Mineral Operations. No oil drilling or development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each Lot.

Section 12. Walls, Fences and Hedges. Except for those Lots containing detached zero lot line structures, no hedge in excess of three (3) feet in height, walls or fences shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. Detached zero lot line structures: Walls, fences, and/or hedges shall be

allowed to be erected and maintained within five (5) feet of the front lot line for detached zero lot line homes only, except as required in Section 13 below. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any Lot without the express prior approval in writing of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street.

Section 13. Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 14. Maintenance of Lots. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, edge the street curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or any Lots adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or

other waste materials, shall not be kept, except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 15. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot forward of the front building line of said Lot; nor shall any antenna of any style be permitted to extend above the roof of the main residential structure on said Lot.

Section 16. Electricity. An underground electric distribution system will be installed in that part of MISSION BEND, SECTION NINE, designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the REPLAT OF MISSION BEND, SECTION NINE. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized junction boxes, such point of attachment to be made available to the electric company at a point designated by such company at the

property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single-family dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer shall at his or its own cost furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to the Developers (except as hereinafter provided) upon representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to 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 construction plans and specifications and a plot plan, 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. 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 elect at its entire discretion. 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 fully complied with.

Section 2. Committee Membership. The Architectural Control Committee members shall be initially composed of Eddie Franz, L. C. Owens and Johnnie Attaway.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that

such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after January 1, 1991, by a two-thirds (2/3) vote of the members present and voting, the Board of Directors of the Association may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Directors of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

ARTICLE V

MISSION BEND HOMEOWNERS' ASSOCIATION

Section 1. Membership. Every owner of a Lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1991.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. Mission Bend Homeowners' Association, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI

MAINTENANCE CHARGE

Section 1. Creation of Maintenance Charge. Each Lot in the REPLAT OF MISSION BEND, SECTION NINE, is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot with in the REPLAT OF MISSION BEND, SECTION NINE, to Mission Bend Homeowners' Association on or before the first day of each month, in advance monthly installments, commencing on the first day of the month following conveyance of the first property to

a homeowner; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the Owner or Owners of any Lot at one-half (1/2) the assessed rate until the first day of the month following completion and occupancy of a permanent structure thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgment of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$12.00 per Lot per month, or \$144.00 per Lot per year, unless increased as provided below. The maximum maintenance charge may be increased by 10% each year by a vote of 2/3 of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the REPLAT OF MISSION BEND, SECTION NINE, as well as all subsequent sections of MISSION BEND, Subdivision; provided, however, that each future section of MISSION BEND, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Future sections of MISSION BEND Subdivision may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership; however, upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and approval of each stage of development, such future sections of MISSION BEND Subdivision may be annexed by Declarant without such approval by the membership. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: constructing and maintaining reserves, parkways, rights-of-way, easements, esplanades and other public areas, payment of all legal

and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lot and doing other things necessary or desirable in the opinion of the Association to keep the Properties in the subdivision neat and in good order or which is considered of general benefit to the owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. Lien. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there shall be reserved in each deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, the vendor's lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, and shall contain a statement of the delinquent charges upon which the

proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof.

Section 3. Term. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term; Amendment. These covenants and restrictions of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the Owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of this Declaration may be amended at any time when an instrument setting forth said changes and signed by a majority of the Owners is placed on record in the real property records of Fort Bend County, Texas.

Section 2. Enforcement. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the Mission Bend Homeowners' Association, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration; annexation of additional properties; dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Approval of Lienholder. Cullen Savings Association, a Texas corporation, and Houston First American Savings Association, a Texas corporation, the holders of liens on the REPLAT OF MISSION BEND, SECTION NINE, a subdivision in Fort Bend County, Texas, joins in the execution hereof to evidence its consent hereto, and hereby subordinates its lien or liens to the provisions hereof.

Executed this 27th day of JANUARY, 1981.

KIRKWOOD DEVELOPMENT COMPANY, INC.

By: Johnnie Attaway
Johnnie Attaway, President

Attest:

By: Jennie Attaway
Jennie Attaway

MISSION BEND HOMEOWNERS' ASSOCIATION

By: Johnnie Attaway
Johnnie Attaway, President

Attest:

By: Jennie Attaway
JENNIE ATAWAY

GENERAL HOMES CONSOLIDATED COMPANIES, INC.

By: Andrew E. Howard
Andrew E. Howard, Vice President

Attest:

By: Mary B. Prevatte
Mary B. Prevatte
Assistant Secretary

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CULLEN SAVINGS ASSOCIATION

By: Milby Hart

Milby Hart, Vice President

Attest:

By: Dolores Jackson

Dolores Jackson, Secretary

HOUSTON FIRST AMERICAN SAVINGS
ASSOCIATION

By: L. F. Van Ledingham

L. F. Van Ledingham, Vice President

Attest:

By: Frances L. Sanchez

FRANCES L. SANCHEZ, ASSISTANT SEC.

FEDERAL HOUSING ADMINISTRATION

By: Allen J. Novosad

Acting Dir. of Supervision & Enforcement

ALLEN J. NOVOSAD

O F E D
VETERANS ADMINISTRATION, 1029 7:

By: *Amil C. Stafford*
AMIL C. STAFFORD

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Johnnie Attaway, President of Kirkwood Development Company, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 1981.

B. B. Richardson
Notary Public in and for
Harris County, Texas
B. B. RICHARDSON
My commission expires: 7-5-84

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Johnnie Attaway, President of Mission Bend Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 1981.

B. B. Richardson
Notary Public in and for
Harris County, Texas
B. B. RICHARDSON
My commission expires: 7-5-84

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Andrew E. Howard, Vice President of General Homes Consolidated Companies, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of January, 1981.

Lanise Ann Hefner
Notary Public in and for
Harris County, Texas
LANISE ANN HEFNER
My commission expires: 11-1-81

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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1029 760

BEFORE ME, the undersigned authority, on this day personally appeared Milby Hart, Vice President of Cullen Savings Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12nd day of December, 1981.

Jerri L. Bishop
Notary Public in and for
Harris County, Texas
Jerri L. Bishop
My commission expires: 9/14/85

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared L. E. Van Landingham, Vice President of Houston First American Savings Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of December, 1981.

Lanise Ann Heffner
Notary Public in and for
Harris County, Texas
LANISE ANN HEFFNER
My commission expires: 2-11-82

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Allen J. Novosad of the Federal Housing Administration, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of January, 1982.

Glynda L. Powell
Notary Public in and for
Harris County, Texas
GLYNDAL POWELL
My commission expires: 8-11-85