

0191970

MBCA003089

**SECOND SUPERSEDING DECLARATION OF RESTRICTIVE
COVENANTS RESTRICTIONS AND CONDITIONS OF
MEMORIAL BEND SUBDIVISION
SECTION ONE, SECTION TWO, SECTION THREE,
SECTION FOUR AND SECTION FIVE**

530-33-2047

122

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

01/23/00 300364533 0191970

0251.50

THAT we, the undersigned who are a majority of the present owners of the present owners of the lots in: MEMORIAL BEND, SECTION ONE, a subdivision of Harris County, Texas, according to the plat thereof filed for record under File No.1391915 of the Map Records of Harris County, Texas; MEMORIAL BEND, SECTION TWO, a subdivision of Harris County, Texas, according to the plat thereof filed for record under File No.1560130 of the Map Records of Harris County, Texas; MEMORIAL BEND, SECTION THREE, a subdivision of Harris County, Texas, according to the plat thereof filed for record under File No.1709679 of the Map Records of Harris County, Texas; MEMORIAL BEND, SECTION FOUR, a subdivision of Harris County, Texas, according to the plat thereof filed for record under File No.76769-B of the Map Records of Harris County, Texas; and MEMORIAL BEND, SECTION FIVE, a subdivision of Harris County, Texas, according to the plat thereof filed for record under File No.103453 of the Map Records of Harris County, Texas, which property is more particularly described as follows:

7.50
D
Lots 1 through 31, Block 1; Lots 3 through 8, Block 2; Lots 10 through 29, Block 2; Tracts 9 and PA, Block 2; Lots 1 through 32, Block 3; Lots 1 through 28, Block 4; Lots 3 through 23, Block 5; Lots 1 through 22, Block 6; Lots 1 through 11, Block 7; Lots 3 through 10 Block 8; Lots 1 through 12, Block 9, all of MEMORIAL BEND, SECTION ONE, according to the plat thereof filed for record under File No.1391915 of the Map Records of Harris County, Texas; Lot 32, Block 1; Lots 12 through 22, Block 7; Lots 11 through 15, Block 8; Lots 18 through 21, Block 9; Lots 3 through 10 and 15 through 18, Block 10; Lots 1 through 22, Block 11; Tracts 1 and 1A, Block 12; Lots 2 through 4, Block 12; Lots 1 through 8, Block 13; all of MEMORIAL BEND, SECTION TWO, according to the plat thereof filed for record under File No.1560130 of the Map Records of Harris County, Texas; Lots 13 through 17, Block 9; Lots 19 through 21 and 28 through 32, Block 10; Lots 5 through 18 and 20 through 22, Block 12; Tract 19 and 19A, Block 12; Lots 9 through 31, Block 13; Lots 1 through 15, Block 14, all of MEMORIAL BEND, SECTION THREE, according to the plat thereof filed for record under File No.1709679 of the Map Records of Harris County, Texas; Lots 5 through 26, Block 1; Tracts 2, 3A and 4A, all of MEMORIAL BEND, SECTION FOUR, according to the plat thereof filed for record under File No.76769-B of the Map Records of Harris County, Texas; Lots 3, 4, 8 and 10; Block 1; Tracts 9A and 9B, Block 1; Lots 1 through 4, Block 2; Lots 3 and 4, Block 3, all of MEMORIAL BEND, SECTION FIVE, according to the plat thereof filed for record under File No.103453 of the Map Records of Harris County, Texas;

MBCA083089

530-33-2048

WHEREAS MEMORIAL BEND, SECTION ONE, MEMORIAL BEND, SECTION TWO, MEMORIAL BEND, SECTION THREE, MEMORIAL BEND, SECTION FOUR, and MEMORIAL BEND, SECTION FIVE are presently impressed with certain restrictive covenants filed for record under County Clerk's File No. S793124 of the Official Public Records of Real Property of Harris County, Texas,

WHEREAS the undersigned are desirous of changing said restrictive covenants in accordance with the provisions thereof;

THAT WE, the undersigned do hereby agree and stipulate that all of the lots and tracts above named and herein mentioned shall be and are hereby made subject to the following restrictive covenants which shall change, modify, replace, and supersede any and all prior restrictive covenants herein above referred to, and shall apply to each and all of the lots above numbered and described, and, effective with the date hereof, that any deed conveying said lots and tracts shall be made subject to said restrictive covenants, whether said covenants are incorporated in said deed or otherwise, said restrictive covenants being as follows:

MBCA003099

530-33-2049

ARTICLE I DEFINITIONS

"Association" shall mean and refer to Memorial Bend Civic Association, Inc., a non-profit corporation incorporated under the laws of Texas, its successors and assigns.

"Property" or "Properties" shall refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of said Memorial Bend Subdivision, Sections One, Two, Three, Four and Five.

"Lot" or "Building Plot" shall mean and refer both to each plot of land shown upon the recorded subdivision map upon which there has been or will be constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any Common Area.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Common Properties" or "Common Area" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots, together with such other property or interest in property as the Association may, at any time or from time to time, acquire by purchase, by lease or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by predecessors in title.

"Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association

"Member" shall mean and refer to every person or entity who holds membership in the Association.

"Subdivision" shall mean and refer to all real Property located within the jurisdiction of Memorial Bend Subdivision, Sections One, Two, Three, Four and Five.

ARTICLE II MEMORIAL BEND CIVIC ASSOCIATION, INC.

2.1 **Duties and Powers.** In addition to the duties and powers enumerated in its Articles of Incorporation, Constitution and By-Laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Properties. The Board of Directors of the Association shall be empowered to oversee the activities of the Association to such an extent as they may take whatever reasonable action they, in their sole discretion, deem necessary to provide for the upkeep and aesthetic appearance of the Properties for the common benefit of all the Members of the Association including reviewing and approving or disapproving major building plans in accordance with city requirements

MBCA003099

and other requirements as outlined in this document.

530-33-2050

2.2 Membership. Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

2.3 Non-Profit Corporation. Memorial Bend Civic Association, Inc., a non-profit corporation, has been organized, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

2.4 By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

ARTICLE III

COVENANTS FOR MAINTENANCE

SECTION 3.1. CREATION OF ASSESSMENTS - There are hereby created assessments for Association expenses as may from time to time be authorized by the Board of Directors. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay Annual Assessments to the Association. All assessments, together with interest (at a rate not to exceed the highest rate allowed by Texas law) computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Annual Assessments must be fixed at a uniform rate per Lot. Unless the Board otherwise provides, the Annual Assessment shall be due and payable in advance on the first day of each calendar year.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any other or directive of any municipal or other governmental authority.

MBCA083099

530-33-2051

SECTION 3.2. PURPOSE OF THE ANNUAL ASSESSMENT - The Association shall use the Annual Assessments collected for the use and benefit of all residents of the Subdivision. The Association may apply the Annual Assessments so far as the same may be sufficient toward the payment of expenses incurred for any reasonable purpose which advances the needs and general improvement of the Subdivision including lighting, public parks, public parkways, and public esplanades; collecting and disposing of garbage, ashes, rubbish, and the like; caring for vacant lots, mosquito control work; police, watchmen, patrol and security patrol services; payment of legal and other expenses which might be incurred in connection with the collection, enforcement and administration of the assessments, and the enforcement of all covenants and restrictions applicable to the Subdivision, and any other expense necessary or desirable in the opinion of the Association to keep the above-described property neat and in good order, or which the Association considers of general benefit to the Owners or occupants of the Subdivision.

SECTION 3.3. ANNUAL ASSESSMENT - It shall be the duty of the Board, at least sixty (60) days before the beginning of each calendar year, to prepare a budget covering the estimated expenses of the Association during the coming year. However, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

(a. The maximum annual assessment on each Lot shall be the annual assessment levied by the Association and in force and effect in the Subdivision on the date this Declaration is recorded.

(b. From and after January 1 of the year immediately following the recordation of this Declaration, the maximum Annual Assessment may be increased each year not more than five percent (5%) above the Annual Assessment for the previous year without a vote of the membership.

(c. From and after January 1 of the year immediately following the recordation of this Declaration, the maximum Annual Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Members present, in person or by proxy, at a meeting duly called for this purpose and at which a quorum of at least thirty-three (33%) percent of the membership is present.

(d. The Board of Directors may fix the Annual Assessment at an amount not to exceed the maximum permitted herein.

The Board shall send notice of the amount of the Annual Assessment to be levied against each Lot for the following calendar year to be delivered to each Owner at least thirty (30) days prior to the beginning of such calendar year.

SECTION 3.4. LIEN FOR ASSESSMENTS - Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except, (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Suit to recover a money judgment for unpaid expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

MBCA003099

530-33-2052

SECTION 3.5. SUBORDINATION OF THE LIEN TO FIRST MORTGAGES - The lien of assessments, including interest, late charges, costs and reasonable attorney's fees, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be liable for the assessments, or portion thereof due on such Lot at the time of said foreclosure.

SECTION 3.6. EXEMPT PROPERTY - Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Annual Assessments: (a) all Common Area, if any, and (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

ARTICLE IV

MAINTENANCE AND REPAIRS

4.1 By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto, and also including the private driveway appurtenant to his house, and sidewalks and fences which are appurtenant to his house and situated on his Lot. The Association shall have no duty or obligation to any Owner in this regard.

4.2 By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Area and all parts thereof including, but not limited to, landscaped lawns, parking areas and improvements and facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of the private driveway, sidewalk, and fence or fences which are appurtenant to his house.

ARTICLE V

RESTRICTIONS OF USE

5.1 Grandfather Clause. Any building, improvement or other structure built prior to the effective date of this Declaration shall be deemed to be in compliance with the Declaration.

5.2 Residential Character. The Lots shall be used for single-family residential purposes only, and this shall be interpreted to forbid hospitals, duplex houses, apartment houses, multiple-family houses of any kind, condominiums, commercial and industrial usages, and shall apply not

MBCA003099

530-33-2053

only to the type of structure which may be erected on any Lot, but also to the use of any structure on any Lot, and any such usage or construction is hereby expressly prohibited. Such usages as are ordinarily accessory to, or incidental to, the maintaining of a first-class suburban home are not prohibited.

5.3 Animals. The keeping of cows, horses, pigs, chickens, ducks or other animals or livestock, one or more, is expressly prohibited. However, Lot Owners may keep a reasonable number of domestic pets such as dogs or cats as household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

5.4 Multiple Residences Prohibited. Only one residence shall be constructed or permitted on each such Lot, homesite or separate parcel of land.

5.5 Garages. Garages or carports must be provided for all residences. Such garages or carports may be detached from or attached to the main structure and shall be constructed of the same materials as the main residence. No aluminum carports shall be permitted on any Lot. No garage or carport shall be built or placed on any Lot unless it is approved by the Memorial Bend Civic Association Board of Directors. No garage or outbuilding erected on said premises shall be used as a residence or living quarters.

5.6 Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

5.7 Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat of the Subdivision, nor nearer than five (5) feet to either side property line on each Lot.

5.8 Fences, Walls, Hedges. No fence, wall, or hedge shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative Subdivision entry fences, and for those fences which separate the Subdivision from Sam Houston Parkway, which said fences may extend as near to the street as the Association's Board of Directors may determine to be in the best interest of the Subdivision. Chain link or other wire fencing is specifically prohibited. Lots fronting on Memorial Drive and Sam Houston Parkway may have a fence, wall, or hedge, but no pergola or other appurtenances, extending to the front Lot line, providing that the design of same has been approved by the Memorial Bend Civic Association Board of Directors.

5.9 Storage of Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time such materials shall be removed from the Lot.

5.10 Minimum Size. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. No structure of less than 2,000 square feet (exclusive of garages, patios or outbuildings) shall be constructed upon any Lot

MBCA083099

530-33-2054

or Building Plot which is, as of the date of this amendment, without a residential structure located thereon. No structure existing upon any Lot or Building Plot as of the date of this amendment may be modified or rebuilt to contain less than the total number of square feet which currently exists for said structure (exclusive of garages, patios or outbuildings). No structure shall exceed two (2) stories in height.

5.11 Lot Frontage. All improvements shall be constructed on each Lot so as to front the street upon which such Lot faces.

5.12 Exterior Composition. No residence shall be constructed anywhere in said Subdivision unless the outside walls thereof shall be made up of and contain not less than 51% brick, brick veneer, stone, stone veneer, cement, stucco, or other masonry-type construction.

5.13 Garbage. All garbage cans, mechanical equipment, woodpiles, yard equipment, recycling containers and other similar items shall be located or screened so as to be concealed from view of neighboring Lots. No trash, ashes or other refuse may be thrown or dumped on any Lot in the Subdivision. No garbage, trash can or container of any kind will be permitted in front of any house or Lot at any time unless required by the sanitation company or agency collecting such trash, and other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition at all times. The Association shall determine whether the public authority or a private garbage disposal service will be utilized to dispose of garbage within the Subdivision.

5.14 Vehicles, Boats, etc. No truck larger than a three-quarter (3/4) ton pickup (excluding passenger vehicles), bus, recreational vehicle, boat or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck larger than a three-quarter (3/4) ton pickup, bus, recreational vehicle, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street unless such pickup, boat etc. is inside a garage, fence, or other enclosure behind the front building line of the residence and does not extend more than four (4) feet above any fence or enclosure. No car, motorcycle, boat, trailer or other vehicle shall be parked in the yard of any Lot.

5.15 Water and Sewage. No individual sewage-disposal system shall be permitted on any Lot nor shall any individual water-supply system be permitted on any Lot.

5.16 Signs. No permanent signs of any character shall be allowed on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent and one sign not more than one (1) square foot acknowledging a security system.

5.17 Drilling. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

MBCA083089

530-33-2055

5.18 Commercial Activities. No building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted or maintained on any Lot, or any part thereof. No Owner or Member shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any dwelling or structure on any Lot which would (i) obstruct automobile, vehicular or pedestrian traffic to the Lot; (ii) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquillity of any one or more of the Owners within the Subdivision or (iii) cause an increased flow of traffic through the Subdivision. The restrictions on use herein contained shall be cumulative of, and in addition to, such restriction of usage as may be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City of Houston, Texas or any other governmental authority having jurisdiction over the Subdivision. In addition, no professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot. Notwithstanding the foregoing, each Owner shall be permitted to conduct no more than two (2) garage or moving sales per year on any Lot provided that such garage or moving sales not last more than two (2) consecutive days.

5.19 Pools. No above-ground swimming pool shall be erected, constructed or installed unless such object is located inside a fence or other enclosure behind the front building line of the residence and provided such object is not visible when viewed from the front or sides of the Lot.

5.20 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision or Owners.

5.21 Remedies in Event of Default. In the event an Owner or occupant of any Lot shall fail to observe any covenant, condition or restriction contained in this Declaration, or fails to maintain or repair the Lot and the improvements situated thereon (i) in accordance with the provisions of this Article V, or (ii) in a manner satisfactory to the Board of Directors of the Association, and such default continues unresolved for twenty (20) days after written notice thereof is mailed to the last known address of the Owner involved (without the requirement of certification), the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Lot and the exterior of the residence, which restoration may include the repair of improvements located on the Lot. To the extent necessary to prevent rat infestation, diminish fire hazards, and accomplish any of the above-needed repairs, maintenance and restoration, the Association shall have the right, through its agents and employees, to enter such Lot. The Association or any employee, agent or contractor of the Association may also enter upon said Lot and cause to be cut any such weeds and grass, or remove or cause to be removed such garbage, trash and rubbish, or may do any other reasonable thing necessary to maintain compliance with these restrictions so as to place said Lot in a healthful and sanitary condition. The Civic Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become an additional part of the Maintenance and Security Charge payable by said Owners and payment thereof shall be secured by the lien created pursuant to this Declaration. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the

MBCA083099

performance of the work authorized herein.

5.21a Right to Appeal Notice of Default Under Paragraph 5.21. An Owner receiving notice of default and impending action by the Board of Directors to cure the default under paragraph 5.21 has the right, prior to the 20th day after notice of the default is mailed, to petition a Panel composed of the President, Executive Vice President, Treasurer, Secretary and Legal Counsel of the Association (if recommended by the Board) for review of the determination of default and/or the action the Board of Directors alleges is necessary to cure the default. The vote of a simple majority of the members of the Panel is dispositive. An Owner whose petition is denied by the Panel, may appeal to the full Board of Directors of the Association for review of the determination of default and/or the action the Board of Directors alleges is necessary to cure the default. A vote of two-thirds (2/3) of the full Board of Directors is required to overturn the Panel's decision. The Board of Directors has discretion to grant relief on equitable grounds and may, if it so chooses, fashion any relief it deems in equity to be appropriate under the circumstances of a particular case.

ARTICLE VI

CONSOLIDATION OF LOTS

Any Lot or part thereof may be consolidated with any adjoining Lot or Lots or part or parts thereof to constitute a single Building Plot on which a residence may be constructed, provided that the same shall be approved in writing by the Memorial Bend Civic Association Board of Directors. The front and side lot lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision plat, shall be adjusted to conform to the front and side lines of the new Building Plot for building and other purposes. Improvements, limited to the improvements permitted in this Declaration, may be constructed on any such Building Plot in accordance with the new front and side Lot lines thereof. Each such Building Plot upon being designated as such by the Owner(s) thereof with the written approval of the Memorial Bend Civic Association Board of Directors, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a Building Plot comprised of several Lots combined in accordance with this Article will be based upon one assessment for each of the originally platted Lots so combined.

ARTICLE VII

GENERAL PROVISIONS

7.1 Amendment. That the covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Owner of any Lot subject to this Declaration, or by the Association, the Members of which are the homeowners in Sections One, Two, Three, Four and Five of Memorial Bend, a Subdivision of Harris County, Texas, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective in perpetuity. The covenants, conditions, and restrictions of this Declaration may be amended at any time by an instrument signed by not less than a majority of the Lot Owners. No amendment shall be effective until recorded in the Real Property records of Harris County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

530-33-2056

MBCA083099

530-33-2057

7.2 Enforcement. Any Owner of any Lot within the Subdivision and the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.3 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7.4 Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member.

7.5 Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

7.6 Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

7.7 Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

7.8 Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon and inure to the benefit of the Association and its successors and assigns.

EXECUTED as of this ____ day of _____, 1999.

(Text of Amendments)

Date

January 16, 2000Sally W. GriffinBy: Sally Griffin, Attorney In Fact
for those individuals listed in Exhibit "A"
attached hereto and incorporated herein

(96)

530-33-2858

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 16 day of January,
2000, by Sally Griffin, as Attorney In Fact on behalf of the principals set forth in Exhibit "A"
attached hereto and incorporated herein.

Notary Public State of Texas

Julia Kelley Smith