

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS MARBELLA LANDING TOWNHOMES

WHEREAS, this Third Amendment to Declaration of Covenants, Conditions, and Restrictions Marbella Landing Townhomes, amends the Declaration of Covenants, Conditions, and Restrictions Marbella Landing Townhomes HOA, Inc., filed of record under Harris County, Texas, Clerk's File No. 20150492214; the Amendment of Declaration of Covenants, Conditions, and Restrictions Marbella Landing Townhomes, filed of record under Harris County, Texas, Clerk's File No. 20150583614; and the Second Amendment to Declaration of Covenants, Conditions, and Restrictions Marbella Landing Townhomes, filed of record under Harris County, Texas, Clerk's File No. RP-2019-5691 (cumulatively referred to as "Declaration"); and

WHEREAS, this Third Amendment to Declaration of Covenants, Conditions, and Restrictions Marbella Landing Townhomes, is applicable to Marbella Landing, a subdivision in Harris County, Texas filed of record in the Map Records of Harris County, Texas under Clerk's File No. 20150156441, being a replat of Lots 1, 2, 3, 4, 6, 7, and 10 in Block 1 of Kendall Place, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 241, Page 21 of the Deed records of Harris County, Texas (the "Subdivision"); and

WHEREAS, Article 14.4 of the Declaration of Covenants, Conditions, and Restrictions Marbella Landing Townhomes HOA, Inc., provides that the Declarant shall have the right to correct and amend the Declaration for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in the Declaration; and

WHEREAS, the Declaration contains ambiguity and inconsistency with respect to the division of responsibility for maintenance of the property within the Subdivision; and

WHEREAS, the Declaration contains an error as to the designation of the Declarant;

NOW THEREFORE, pursuant to the authority granted to the Declarant in Article 14.4 of the Declaration, the Declarant amends the Declaration as follows:

I. Article VII, section 7.1, entitled, Definition and Association's Maintenance Obligations, previously read:

7.1. Definition and Association's Maintenance Obligations. In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each Townhome which is subject to assessment hereunder as follows: exterior parking lot; gate maintenance and upkeep (if any); exterior paint to each Townhome (if controlled by Association); replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care for Townhomes; gutters and downspouts (if any); fences, trees, shrubs, grass, walks (i.e., landscaping and lawn maintenance); water distribution system owned by the Association; and sewer, storm, gas and electric power service lines and pipes. Exterior maintenance shall not include: glass surfaces; enclosed patio areas (if any); windows and doors and their fixtures of hardware; landscaping installed by Owners (if any); exterior light fixtures

operated from a residence; air conditioning equipment; and utility company meters, circuit breakers and switch panels.

is hereby amended to read as follows:

7.1. Definition and Association's Maintenance Obligations. In addition to maintenance upon the Common Areas, to the extent such items are not within the Common Areas, the Association shall provide maintenance upon exterior parking lot; gate maintenance and upkeep (if any); gutters and downspouts (if any); fences, trees, shrubs, grass, walks (i.e., landscaping and lawn maintenance); water distribution system owned by the Association; and sewer, storm, gas and electric power service lines and pipes serving more than one lot (except such lines running through a residence). In no event shall the Association's maintenance responsibilities include: glass surfaces; enclosed patio areas (if any); windows and doors and their fixtures of hardware; landscaping installed by Owners (if any); exterior light fixtures operated from a residence; air conditioning equipment; and utility company meters, circuit breakers and switch panels.

II. Article I, Section 1.7, entitled, "Declarant", previously read:

1.7 "Declarant" shall mean and refer to Marbella Landing Townhomes HOA, Inc., a Texas Corporation, or its successors and assigns.

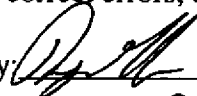
is hereby amended to read as follows:

1.7 "Declarant" shall mean and refer to Milby Development, LLC, a Texas Limited Liability Corporation, or its successors and assigns.

MARBELLA LANDING TOWNHOMES HOA, INC.

CERTIFICATION

"I, the undersigned, being the President of Marbella Landing Townhomes HOA, Inc., the "Declarant" under the Declaration hereby certify that the foregoing Third Amendment to Declaration of Covenants, Conditions, and Restrictions Marbella Landing was approved by Marbella Landing Townhomes HOA, Inc., and adopted to correct errors, ambiguity and inconsistency in the Declaration.

By  _____, President

Print Name:  _____

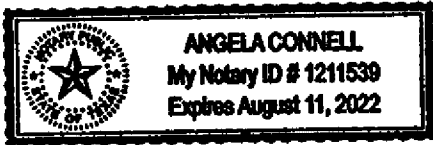
RP-2019-523477

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 20th day of November, 2019.



[Handwritten Signature]

Notary Public, State of Texas

MILBY DEVELOPMENT, LLC

CERTIFICATION

“I, the undersigned, being a Manager of Milby Development, LLC, the corrected “Declarant” under this Third Amendment to Declaration hereby certify that the foregoing Third Amendment to Declaration of Covenants, Conditions, and Restrictions Marbella Landing was approved by Milby Development, LLC and adopted to correct errors, ambiguity and inconsistency in the Declaration.

By: *[Handwritten Signature]* _____, President

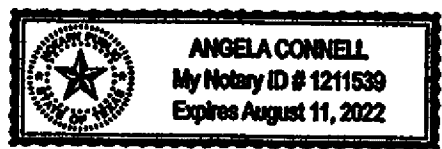
Print Name: Ryan M. Brown

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 20th day of November, 2019.



[Handwritten Signature]

Notary Public, State of Texas

RP-2019-523477

RP-2019-523477
Pages 4
11/26/2019 07:59 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-523477