

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

This Second Amendment to Declaration of Covenants, Conditions and Restrictions Marbella Landing Townhomes is made on the date hereinafter set forth by the undersigned; and

WHEREAS, This Second Amendment to Declaration of Covenants, Conditions and Restrictions Marbella Landing Townhomes is applicable to the following land:

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.

WHEREAS, the Declarant and owners of the townhomes in Marbella Landing desire to amend the Declaration as provided below;

NOW THEREFORE, pursuant to the instrument entitled "Declaration of Covenants, Conditions, Restrictions Marbella Landing Townhomes" (the "Declaration") filed on October 28, 2015 under Harris County Clerk's File No. 20150492214 in the Official Public Records of Real Property of Harris County, Texas, specifically Section 14.4 of the Declaration, Marbella Landing Townhomes HOA, Inc., a Texas Corporation ("Declarant") and the owner of the townhomes in Marbella Landing hereby amend the Declaration as follows:

1. **Article VII, Section 7.1, entitled Definition and Association's Maintenance Obligations, previously read as follows**

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); exterior building surfaces; 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; and other exterior improvements. 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:

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

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Townhome (if controlled by Association); replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises), care for Townhomes, and gutters and downspouts (if controlled by Association); 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.

2. Article VIII, Section 8.3, entitled **Maximum Annual Assessment**, the first sentence of which previously contained a typographical error by having the number \$3600.00 in parenthesis, is hereby corrected to have such parenthetical read (\$1,200.00).

3. Article VIII, Section 8.7, entitled **Date of Commencement of Annual Assessments; Due Dates Fee**, previously read as follows:

8.7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Townhomes on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Members shall fix the amount of the annual assessment against each Townhome at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Members. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Townhome have been paid.

is hereby amended to read:

8.7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Townhome on the first day of the month following the initial conveyance of the Townhome from the Declarant to an individual Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Members shall fix the amount of the annual assessment against each Townhome at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Members. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Townhome have been paid.

4. Article VIII, Section 8.8, entitled **Transfer Fee**, previously read as follows:

8.8. Transfer Fee. In addition to the Annual Assessment and any Special Assessment as detailed in Sections 8.3 and 8.4, there shall be due owing to the Association, a One Hundred Seventy-Five dollar (\$175.00) transfer tee for any sale or

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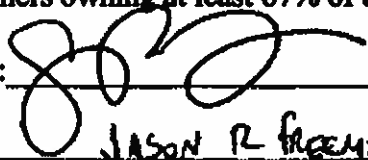
transfer of any Property. This fee shall be paid by the purchaser of the property, and is due upon taking possession of the Property from the previous Owner.

is hereby amended to read:

8.8. Transfer Fee. In addition to the Annual Assessment and any Special Assessment as detailed in Sections 8.3 and 8.4, there shall be due owing to the Association, a One Hundred Seventy-Five dollar (\$175.00) transfer fee for any sale or transfer of any Property. This fee shall be paid by the purchaser of the property, and is due upon taking possession of the Property from the previous Owner. Upon the initial transfer of each Townhome from the Declarant to a homeowner there shall also be a capitalization fee paid by the purchasing homeowner in the amount equal to the regular assessment for the year in which the transfer occurs. The transfer and capitalization fees shall both be subject to the lien provided for in Article 8.1 of this Declaration.

CERTIFICATION

"I the undersigned, being the President and a Director of the Marbella Landing Townhomes HOA, Inc., hereby certify that the foregoing Amendment to Declaration was approved by the Declarant and owners constituting a vote of owners owning at least 67% of the townhomes subject to the Declaration."

By: 

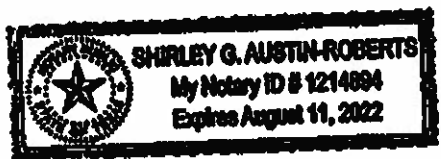
JASON R. FREEMAN

Print Name:

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on the day personally appeared Jason R. Freeman, President of the Marbella Landing Townhomes HOA, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that s/he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 31st day of December, 2018.



Shirley G. Austin-Roberts
Notary Public, State of Texas

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RP-2019-5691

Pages 4

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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

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