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Amend  
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12/29/2015 RP1 \$28.00

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

STATE OF TEXAS           §  
  §           KNOW ALL BY THESE PRESENTS THAT:  
COUNTY OF HARRIS       §

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"), hereby amends the Declaration as follows:

ARTICLE I  
DEFINITIONS

In addition to the definitions contained herein, all definitions set forth in the Declaration are incorporated by reference herein.

ARTICLE II  
AMENDMENTS

- A. Section 12.1 of the Declaration regarding construction easements is hereby deleted in its entirety.
- B. Section 12.1 is hereby replaced with the following provisions:

12.1 Owner's Access Easement for Construction and Easements for Encroachment and Overhang.

12.1.1 **Defined.** Each Lot and the Property are subject to a non-exclusive access easement for the construction, maintenance, repair and replacement of improvements located upon any adjacent Lot (the "Accessing Lot") for usage by an Accessing Lot Owner or occupant, or their agents or employees. The Lot or Property being accessed is herein referred to as the "Easement Lot". This access easement area on the Easement Lot (the "Access Area") consists of a strip of land abutting the nearest boundary line of the Accessing Lot of not less than three feet nor more than six feet, as may be reasonably required, and to such additional area as may be approved in writing by the Board upon written request stating a reasonable necessity for same. THIS ACCESS EASEMENT AREA MAY BE UTILIZED ONLY WHEN AND TO THE EXTENT SUCH CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT CANNOT BE REASONABLY CONDUCTED WITHIN THE BOUNDARIES OF THE ACCESSING LOT. Except in the case of an Emergency, in no event will such easement extend to any part of the single family residence garage, or other building located on the Easement Lot.

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12.1.2. **Notice; Duration.** Prior to use of the Access Area, the Owner or occupant of the Accessing Lot must give written notice of intent to utilize the Access Area stating therein the nature of intended use and the duration of such usage. Such notice must be delivered to the Owner or occupant of the Easement Lot by regular or certified mail or personal delivery, or by attaching same to the front door of the residence located upon the Easement Lot. If by mail, such notice must be given at least ten business days prior to the use of the Access Area; and if by personal delivery or affixing to the front door, such notice must be given at least five business days prior to the use of the Access Area. In case of Emergency the Accessing Lot Owner or occupant may commence and continue usage of the Access area without giving the foregoing notice for so long as is reasonably necessary to control the Emergency and complete work necessitated thereby, but must proceed with giving of the required notice as soon as practical after commencement of usage. If made by an Owner or occupant, the determination that an Emergency exists is the sole responsibility of such Owner or occupant who is solely liable as to same.

12.1.3. **Usage.** Usage of the Access Area is limited to the minimum reasonable amount of time and area required to complete necessary work to preserve, protect, construct, maintain, repair, and replace the residence or other structures and improvements located on the Accessing Lot. Work during the usage period must be conducted in such manner as to minimize so far as reasonably possible inconveniences and disruptions to the Easement Lot and its occupants. Except in case of emergency or unless otherwise authorized by the Owner or occupant of the Easement Lot, work during the usage period may not be conducted during legal holidays or any Sunday and must otherwise be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 6 :00 p.m. on Saturdays.

12.1.4. **Approval of Access Area Improvements.** No structure or improvements other than grass, and customary, non-exotic flower and shrubbery beds, may be placed within the Access Area at any time without the prior written approval of the Board. The Board may not approve any such structures or improvements which would substantially interfere with, or be unduly burdensome to, or which would cause excessive expense to any potential Accessing Lot if access becomes necessary as herein provided.

12.1.5. **Restoration.** Promptly after completion of usage of an Access Area, the Accessing Lot Owner or occupant must thoroughly clean the Access Area and repair and restore same to substantially the same condition that existed at the time of commencement of usage; provided, such obligation for restoration does not apply to any structures or improvement which have been placed in the Access Area without written Board approval. At the time of receipt of notice, the Easement Lot Owner or occupant must promptly notify the Accessing Lot Owner or occupant as provided in Section 12.1.2 of any structures or improvements within the Access Area which have bene approved by the Board.

12.1.6. **Easements for Encroachment and Overhang.** In the event of encroachment by any building, structure or other improvement—including without limitation, eaves, bay windows, balconies, fireplace chimneys, decorative features, and habitable area—which encroachment originates during original construction or results at any time from settling or shifting, on or into any common lot line or on or into the Property not more than thirty

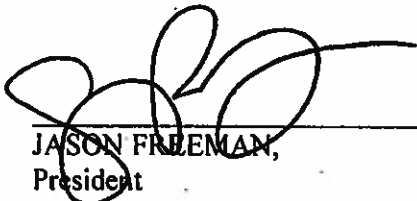
inches (30") from any point on the common lot line ("Encroachment"), it shall be deemed that the Owner of the Lot encroached upon (or into) or the Association (as the case may be) has granted a perpetual easement for continuing maintenance and use of such encroaching improvements, and for maintenance, repair or replacement thereof if performed in substantial compliance with the original construction, over, above, under, and upon the adjoining, encroached-upon Lot (or the Property) for a distance coexistent with the Encroachment. In addition, if warranted, an encroachment of up to five feet (5') into the common lot line shall be permitted for open stairways and wheelchair ramps.

**ARTICLE III  
INTEGRATION AND RATIFICATION**

The foregoing amendment to the Declaration is deemed to be a part of and is to be interpreted in accordance with the Declaration. All provisions of the Declaration not so amended hereby are hereby ratified and confirmed in each and every particular, and will continue in full force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment of Declaration of Covenants, Conditions, Restrictions, and Easements Marbella Landing Townhomes on this 23<sup>RD</sup> day of December 2015.

MARBELLA LANDING TOWNHOMES HOA, INC.  
A TEXAS CORPORATION  
By: MARBELLA LANDING TOWNHOMES HOA, INC.  
A Texas Corporation

  
\_\_\_\_\_  
JASON FREEMAN,  
President

After Recording Please Return to:

Christopher M. Choate  
The Choate Firm  
2000 Smith Street  
Houston, Texas 77002

RP 096-55-2705

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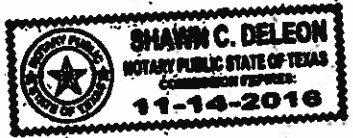
VERIFICATION

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority on this day personally appeared Jason Freeman, President of Marbella Landing Townhomes HOA, Inc., a Texas Corporation, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of Marbella Landing Townhomes HOA, Inc. for the purposes expressed in the foregoing instrument.

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The above instrument was acknowledged to before me on this the 23rd day of December 2015.



*Shawn C. DeLeon*  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: 11-14-16

ERP 096-55-2706

COPY  
TRIAL

COPY

FILED

2015 DEC 29 PM 3:46

Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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.

DEC 29 2015



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

REP 1096-55-2707

FILED