

**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BENDERS LANDING, SECTION ONE**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY §

WHEREAS, HOUSTON LIPAR, LTD., (herein and therein referred to as "Developer"), executed that certain Declaration of Covenants, Conditions and Restrictions, for Benders Landing, Section One, filed for record under County Clerk's File No. 2001-024582 Real Property Records of Montgomery County, Texas, as amended by First Amendment of Declaration of Covenants, Conditions and Restrictions for Benders Landing, Section One, recorded at Clerk File No. 2001-027753 Real Property Records of Montgomery County, Texas (the "Restrictions"); and,

WHEREAS, pursuant to Section 9.03 of the Restrictions, the Developer has the right to amend the Restrictions to correct any oversight or ambiguity appearing therein, provided that such amendment is consistent with and in furtherance of the general plan and scheme of the development; and

WHEREAS, the Developer desires to amend the Restrictions to correct certain oversights and ambiguities as hereinafter set forth;

NOW, THEREFORE, in consideration of the Premises, the Restrictions are hereby modified and amended by the Developer as follows:

1. Section 3.05 (a) of Article III of the Restrictions is hereby modified and amended to read as follows, to-wit:

- a) **Dwellings, garages, workshops and carports shall be of at least sixty-five (65%) percent masonry construction or its equivalent on its exterior wall area, unless another type of material is approved in writing by the Committee, (stucco, stone and brick are considered masonry).**

2. Section 3.23 (e) of Article III of the Restrictions is hereby modified and amended to read as follows, to-wit:

The Property Owners Association, the Developer and their successors and assigns shall have the right to enter upon any Lot or Reserve for the purpose of improving, constructing or maintaining the drainage facilities in the drainage easements shown on the Plat of the Subdivision. The Property Owners Association at its expense, shall maintain all drainage facilities as shown on the Plat. Without limitation, the Property Owners Association shall remove accumulated silt from the drainage easements and shall regrade drainage easements as may be necessary to maintain roadside drainage and prevent damage to the roadside. Further, no fences shall be constructed within or across any drainage easement as shown on the Plat of the Subdivision or within or across any outside drainage easement referenced on the Plat. For the purposes hereof, the drainage easements include the drainage easements shown on the Plat, and all drainage which existed at the time that the overall grading of the Subdivision, was completed by Developer.

3. Section 3.26 (i) of Article III of the Restrictions is hereby modified and amended to read as follows, to-wit:

No boat, jet-ski, aircraft, travel trailer, motor home, camper body, tractor, lawn equipment or similar vehicle or equipment (collectively called "Vehicles and Equipment") may be parked for storage in the front of any Dwelling or parked on any street in the Subdivision, nor shall any such Vehicles and Equipment be parked for storage to the side or rear of any Dwelling unless completely concealed from public view. Vehicles and Equipment located on a Parkfront Lot or a Lakefront Lot shall be stored in a garage. All boats so parked on any Lot must at all times also be stored on a trailer, unless stored in a garage. No Vehicles or Equipment shall be used as a residence wither temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for construction, maintenance or repair of a Dwelling in the Subdivision.

4. Section 8.03 of Article VIII of the Restrictions is hereby modified and amended to read as follows, to-wit:

The Property Owners Association, its successors or assigns shall have the right to enter upon any Lot or Reserve for the purpose of improving, constructing or maintaining the drainage facilities in the drainage easements shown on the Plat of the Subdivision. The Property Owners Association at its expense, shall maintain all drainage facilities as shown on the Plat of the Subdivision as well as any outside drainage easements referenced on the Plat. Without limitation, the Property Owners Association shall remove accumulated silt from the drainage easements and shall regrade drainage easements as may be necessary to maintain roadside drainage and prevent damage to the roadside. For the purposes hereof, the drainage easements include the drainage easements shown on the


Plat, and all drainage which existed at the time that the overall grading of the Subdivision was completed by Developer.

Except as hereinabove modified, the Restrictions, as amended, remain unchanged and continue in full force and effect, binding within the Subdivision in accordance with their terms and provisions.

Executed on this 1 day of ~~August~~^{November}, 2001.

HOUSTON LIPAR, LTD., a Texas Limited Partnership

BY: LGI DEVELOPMENT CORP
General Partner

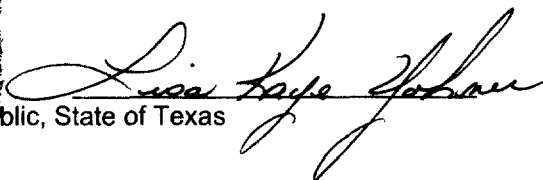
By: 
THOMAS E. LIPAR, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1 day of November, 2001, by THOMAS E. LIPAR, President of LGI DEVELOPMENT CORP, General Partner of HOUSTON LIPAR, LTD., a Texas Limited Partnership, in the capacity therein stated on behalf of said Partnership.



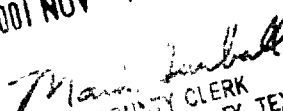

Notary Public, State of Texas

Refer to: LGI
Lipar Group, Inc
19221 145 South, Suite 320
Conroe, Texas 77385

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Attn. Lisa


FILED FOR RECORD
2001 NOV -1 PM 2:50


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas

NOV - 1 2001




County Clerk
Montgomery County, Texas