

SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
MISSION GLEN, SECTION THREE

COPY

THE STATE OF TEXAS §
 §
 THE COUNTY OF FORT BEND §

THIS SUPPLEMENTAL DECLARATION (hereinafter
 "Supplemental Declaration") is made on the date hereinafter set
 forth by NASH PHILLIPS/COPUS, INC., a Texas corporation,
 hereinafter called "Declarant";

W I T N E S S E T H

WHEREAS, the Declarant is the owner of that certain
 real property known as Mission Glen, Section Three, a subdivision
 in Fort Bend County, Texas, according to the map or plat thereof
 recorded in Slide 607A, of the map records of Fort Bend County,
 Texas; and

WHEREAS, Declarant established a uniform plan for the
 development, improvement and sale of the property by the
 execution of that certain DECLARATION OF COVENANTS AND
 RESTRICTIONS, MISSION GLEN, SECTION THREE (hereinafter
 "Declaration"), as of January 19, 1983, and duly recorded at
 Volume 1377, Page 798, of the Deed Records of Fort Bend County,
 Texas; and

WHEREAS, Article X, Section 9 of said Declaration gives
 Declarant the right to amend the Declaration, without the joinder
 or consent of any other party, for the purpose of correcting any
 typographical or grammatical error, ambiguity or inconsistency
 appearing therein, provided that any such amendment be consistent
 with and in furtherance of the general plan and scheme of
 development and not impairing or affecting the vested property
 rights of any Owner or his mortgagee; and

WHEREAS, Declarant finds as fact that there are certain
 ambiguities and inconsistencies contained in said Declaration

RETURN TO
 SMITH, MURDAUGH, LITTLE & CRAWFORD
 1811 HOUSTON NATURAL GAS BLDG.
 HOUSTON, TEXAS 77002

with respect to the definition of and assessments against "lots", "improved lots", and "platted lots"; and

WHEREAS, Declarant desires to clarify such ambiguities and inconsistencies by the execution and recordation of this Supplemental Declaration; and

WHEREAS, Declarant also finds as fact that the execution and recordation of this Supplemental Declaration is consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration and does not impair or affect the vested property rights of any Owner or his mortgagee:

NOW, THEREFORE, Declarant hereby declares that the Declaration shall be and is hereby amended in the following manner:

1. Article I, Section 8, (Definitions.) of said, Declaration shall be and is hereby amended to read as follows:

"SECTION 8. "Lot" shall refer to any of the numbered lots shown on the subdivision plat.

SECTION 8a. "Undeveloped Lot" shall refer to a Lot which is lacking access to or ready availability of and one of the following: water, sewer, drainage, paved roadway.

SECTION 8b. "Developed Lot" shall refer to a Lot to which full water, sewer, drainage, and paved roadway are readily available and in place. "Unoccupied Developed Lot" shall refer either to a Developed Lot upon which a residential dwelling unit has been erected but is not occupied by a resident or a Developed Lot upon which there is no residential dwelling unit. "Occupied Developed Lot" shall refer to a Developed Lot upon which a residential dwelling unit has been erected and which is occupied by a resident.

Article IV, Section 6, (Rates of Assessment.) of said Declaration shall be and is hereby amended to read as follows:

"SECTION 6. RATES OF ASSESSMENT. All Lots in MISSION GLEN, SECTION THREE (3), shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in MISSION GLEN, SECTION THREE (3) owned by Declarant are not exempt from assessment, except as provided in this Section. Occupied Developed Lots shall be subject the annual assessment as determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Unoccupied Developed Lots in MISSION GLEN, SECTION THREE (3) shall be assessed at the rate of one-half ($\frac{1}{2}$) of the annual assessment above. Undeveloped Lots shall be exempt from any assessment until such time as they

become Developed Lots. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

This Supplemental Declaration shall modify the provisions of the Declaration only as set forth above, and all other terms, covenants, provisions, agreements and conditions set forth in the Declaration are hereby ratified and confirmed, except as modified and amended hereby.

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 31st day of JANUARY, 1986.

DECLARANT:

NASH PHILLIPS/COPUS, INC.,
a Texas corporation

By: [Signature]

Name: RON HAMMONDS

Title: PRESIDENT

ATTEST:

Frances Dowling
ASST. Secretary
Frances Dowling

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of January, 1986 by RON HAMMONDS, President of NASH PHILLIPS/COPUS, INC., a Texas corporation, on behalf of said corporation.

Pamela Fails
Notary Public in and for the
State of Texas
Pamela Fails
My commission expires:
October 15, 1989

FILED

'86 FEB 17 A9:38

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

FEB 19 1986



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

FIRST AMENDMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS
MISSION GLEN, SECTION THREE

OFFICIAL RECORDS

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS AMENDMENT made this 13th day of August, 1984, by
NASH PHILLIPS/COPUS-HOUSTON, INC., a Texas corporation, by and through its
duly authorized officer.

WITNESSETH:

WHEREAS, heretofore on February 8, 1984, a Declaration of Covenants
and Restrictions was filed of record with the County Clerk of Fort Bend County, Texas
under Clerk's File No. 6529 and recorded in Volume 1377, Page 798 of the Official
Records of Fort Bend County, Texas, said Declaration of Covenants and Restrictions
being hereinafter called "said Declaration" and covering the following described land
and premises located in Fort Bend County, Texas, to-wit:

All of MISSION GLEN, SECTION THREE, a subdivision in Fort Bend
County, Texas, according to the map or plat thereof recorded in Slide No.
607-A of the Map Records of Fort Bend County, Texas (or any subsequent
recorded plat thereof); and,

WHEREAS, said Declaration provides that same may be amended at any
time by an instrument executed by the owners of at least seventy-five percent (75%)
of the lots described in said Declaration provided that such instrument be approved by
the FHA and VA; and

WHEREAS, NASH PHILLIPS/COPUS-HOUSTON, INC., owns in excess of
seventy-five percent (75%) of said lots; and

WHEREAS, NASH PHILLIPS/COPUS-HOUSTON, INC., desires to amend
the said Declaration as hereinafter provided; and

WHEREAS, FHA and VA approve of the amendments herein contained:

NOW, THEREFORE, NASH PHILLIPS/COPUS-HOUSTON, INC., hereby
amends that certain Declaration of Covenants and Restrictions for Mission Glen,
Section Three filed under Clerk's File No. 6529 and recorded in Volume 1377, Page 798
of the Official Records of Real Property of Fort Bend County, Texas, as follows:

I.

Subsection 3 (a) of Article VII, Section 3, which is found on page 15 of said
Declaration, is deleted in its entirety and the following is substituted in lieu thereof:

3. SIDE YARD CONCEPT OPTION.

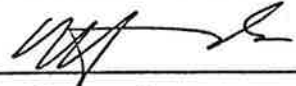
(a) Placement. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than three (3) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side lot line abutting a street and shall not be nearer than three (3) feet on the other side lot line of such corner lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and three (3) feet from the side lot line. The three (3) foot area bounded by the Side Lot Line and the Side Yard Wall and running from the rear property line to the front building set back line shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement." Provided, however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of eight (8) feet. This wall must, as in the case with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts or windows unless such Side Yark Wall is on the street side of a corner Lot. If on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side lot line. There is hereby established a six (6) foot minimum distance between the Side Yard Wall and the closest wall of the residence dwelling situated upon the adjoining Lot; however, the minimum distance between the roof of the dwelling located upon the Lot containing Side Yard Wall and the roof of the dwelling situated upon the adjoining Lot shall be five (5) feet. No dwelling shall be located on any Lot within any rear lot Utility Easement.

Mortgage & Trust, Inc., a Texas corporation, with its business domiciled in Houston, Harris County, Texas, the owner and holder of a lien or liens covering the property effected hereby, joins in the execution hereof in order to evidence its consent to the amendments contained herein.

Except as expressly modified and amended herein, said Declaration is hereby ratified and confirmed, and the changes herein made are made a part thereof for all purposes.

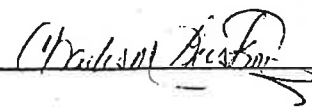
IN WITNESS WHEREOF, this Amendment is executed the date and year first above written.

NASH PHILLIPS/COPUS-HOUSTON, INC.

By: 
Ron Hammonds President

LIENHOLDER:

MORTGAGE & TRUST, INC.

By: 

APPROVED:

VETERANS ADMINISTRATION

By: [Signature]

FEDERAL HOUSING ADMINISTRATION

By: [Signature]

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the 13TH day of AUGUST, 1984 by RON HAMMONDS, President of NASH PHILLIPS/COPUS-HOUSTON, INC., a Texas corporation on behalf of said corporation.

[Signature]
Notary Public in and for
The State of T E X A S

FRANCES E. DOWLING
Notary Public, State of Texas
My Commission Expires September 23, 1988
Licensed by Lovell Agency, Lloyds Surety Corp.

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the 8th day of August, 1984 by Charles M. Lusk, III, V. President, of MORTGAGE & TRUST, INC., a Texas corporation on behalf of said corporation.

[Signature]
Notary Public in and for
The State of TEXAS

CRIS KASZNIAK
My Commission Expires 8/20/85



Notary for [unclear]
[unclear] Co., Inc.
1600 North Loop West, Suite 100
Houston, Texas 77040

FILED

'84 OCT 16 P2:14

[Signature]
COUNTY CLERK
FORT BEND COUNTY, TEXA

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

OCT 18 1984



[Signature]
County Clerk, Fort Bend Co., Tex.