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SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PARK HARBOR

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK HARBOR ("Second Amendment") is made by Members holding at least a majority of the votes entitled to be cast by the Members of the Park Harbor Improvement Association, Inc. ("Association");

WITNESSETH:

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK HARBOR ("Original Declaration"), which is recorded under Clerk's File No. J218661 in the Official Public Records of Real Property, Harris County, Texas encumbers the real property commonly referred to as the Park Harbor development; and

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WHEREAS, the Original Declaration was amended by that certain Amendment of Park Harbor Declaration, Waiver of Repurchase Option and Imposition of Additional Restrictions and Easement, which is recorded under Clerk's File No. L236039 in the Official Public Records of Real Property, Harris County, Texas (the "First Amendment"); and

WHEREAS, the Original Declaration and the First Amendment are referred to herein collectively as the "Declaration"; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Second Amendment; and

WHEREAS, the Park Harbor development is a mixed use development composed of commercial and residential uses; and

WHEREAS, pursuant to the Declaration, the Members holding at least a majority of the votes entitled to be cast by the Members of the Association are vested with the authority to amend the Declaration; and

WHEREAS, Class B membership has terminated; and

WHEREAS, Members holding at least a majority of the votes entitled to be cast by the Members of the Association desire to amend the Declaration.

NOW THEREFORE, Members holding at least a majority of the votes entitled to be cast by the Members of the Association hereby amend the Declaration as follows:

Article I, entitled "Definitions" is amended by adding the following new definitions:

"Lot" means a parcel of the Restricted Properties defined as one Lot by the plat and/or any replat thereof recorded in the real property records of Harris County, Texas, and encumbered by the Declaration and this Second Amendment, and restricted to single-family residential use. Homesites may be composed of more

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than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There shall be an assessment due for each Lot owned as defined by the then-plat of record.

“Tract” means a parcel of the Restricted Properties separately described (i) in a deed of conveyance to an Owner or (ii) as a reserve (or similar designation) on a recorded plat of the property (or portion thereof) and which reserve is capable of being owned, used and developed by an Owner for commercial purposes. Provided, however, a Tract as defined hereby shall not include any landscape reserve, recreational reserve, drainage reserve or similar reserve owned by the Association and designated on a recorded plat or in a separate instrument. Nothing in this definition shall be construed to restrict the permissible uses of a Tract (for example, a Tract may be used for the development of an apartment complex, condominiums, or other any other permissible use under the governing documents).

In order to establish an equitable system of voting rights for Tract Owners and Lot Owners, Article III, Section 4 entitled “Voting Rights” is deleted in its entirety, and replaced by the following:

Section 4. Voting Rights.

Multiple Owners of any portion of the Restricted Properties must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes.

The Members shall have the voting rights as set forth below:

One (1) vote shall be granted to Class A Members for each Lot owned. In no case shall more than one vote be cast for each Lot of real property owned.

Tract Owners shall be granted votes at the rate of .000114567734 per square foot of the real property owned as set forth in the Harris County Appraisal District (HCAD) records for each Tract. Tract Owners may cast fractional votes as set forth in the formula above.

Article VIII, Section 2 entitled “Duration” is deleted in its entirety, and replaced by the following:

Section 2. Duration and Amendment.

The duration of the Association is perpetual as set forth in Article III of its Articles of Incorporation.

The Declaration, as amended, may be amended, modified, or terminated by the filing of a recorded instrument executed by the Association or its legal

representatives, successors or assigns. Sixty-five percent (65%) of the total votes of the Membership shall be required to amend, modify or terminate the Declaration. Upon approval of the Owners, as set out above of the said amended declaration (as evidenced by the President's or Vice-President's signature) the amended declaration shall be recorded in the Official Public Records of Real Property of Harris County, Texas, whereupon to the extent of any conflict with the Declaration, as amended, the amendment or the amended declaration shall control.

For purposes of this Section, the approval of multiple Owners of a Lot or Tract may be reflected by the signature of any one Owner of such Lot or Tract. Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration:

1. by written ballot, or electronic ballot as same may be established by the Board of Directors of the Association, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;
2. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots and Tracts; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;
3. by door-to-door circulation of a petition by the Association or a person authorized by the Association;
4. by any other method permitted under the Declaration, as amended, or applicable law.

Article VIII, Section 3 entitled "Enforcement" is deleted in its entirety, and replaced with the following:

Section 3. Enforcement.

A. Authority to Promulgate Rules and Regulations

The Board has the authority to promulgate, make, modify, amend, cancel, limit, create exceptions to, and enforce reasonable rules and regulations, policies and guidelines concerning enforcement of the covenants and restrictions contained in the Declaration, this Second Amendment, and/or amendments concerning the use and enjoyment of the Restricted Properties, including without limitation, rules limiting the use of the Common Properties, establishing and setting the amount of fines for violations of the Declaration, as same has been or may be amended from time to time, or any Dedicatory Instrument (as same is

defined in the Texas Property Code), and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules and regulations, policies and guidelines shall be binding upon all Owners, residents, guests, tenants, invitees, and licensees, if any. The rights and remedies contained in this Article VIII are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

The Association has the right to collect attorney's fees and/or fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments, any applicable amendments to the Dedicatory Instruments, any Guidelines, or any other rule or regulation promulgated by the Association. Said attorneys fees and fines shall be added to the violating Owner's assessment account and shall be secured by the continuing lien on the Lot or Tract.

C. Remedies

Every Owner shall comply with all provisions of the Declaration, the Bylaws, and the rules and regulations of the Association, all other Dedicatory Instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Association has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in the Declaration, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Park Harbor development, and may avail itself of any and all remedies provided in the Declaration, any amendment, the Bylaws or any other Dedicatory Instrument. Notwithstanding anything contained herein to the contrary, the Board shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

D. Enforcement by Owners

Each Lot and Tract Owner has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in the Declaration, as same has been or may be amended from time to time; provided, however, no Owner shall have the right to enforce the lien rights retained in the Declaration in favor of the Association and/or other rights, regarding assessments, retained by the Association.

If any provision of this Second Amendment is found to be in conflict with the Declaration, this Second Amendment shall control.

This Second Amendment may only be amended by an amendment to the Declaration as provided in Article VIII.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Park Harbor shall be effective upon the date it is recorded in the Official Public Records of Real Property of Harris County, Texas.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of Park Harbor Improvement Association, Inc.;

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That the foregoing constitutes the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Park Harbor and was duly adopted by majority vote of all members, as prescribed by Article VIII at a meeting held on the 17 day of April, 2013, at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 17th day of April, 2013.

Jessica M. Holmes
Print Name: Jessica Holmes
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jessica Holmes, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated and as the act and deed of said corporation.

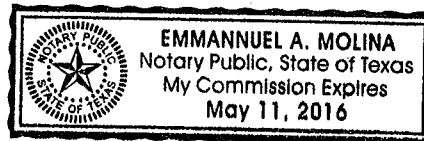
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th the day of April, 2013.

[Signature]

Notary Public – State of Texas

After Recording Return To:

Stephanie L. Quade
Roberts Markel Weinberg P.C.
2800 Post Oak Blvd. 57th Floor
Houston, Texas 77056



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04/24/2013 12:19:09 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 36.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS