

33  
Restated  
16  
11

**SECOND AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF HARRIS**           §

This Second Amended and Restated Declaration of Covenants Restrictions is made on the date hereinafter set forth, by those parties listed below, and on the attached Acknowledgement and Consent documents.

**WITNESSETH:**

WHEREAS, that certain document entitled "DECLARATION OF RESTRICTIONS", was recorded in the Harris County Real Property Records on February 8, 1978, under Harris County Clerk's File No. F475278 (the "First Declaration"), which encumbered all properties located within the unrecorded subdivision in Harris County, Texas known as Mark's Glen as described therein;

WHEREAS, that certain document entitled "DECLARATION OF RESTRICTIONS", was recorded in the Harris County Real Property Records on March 27, 1979, under Harris County Clerk's File No. G019346 (the "Second Declaration"), which encumbered all properties located within the unrecorded subdivision in Harris County, Texas known as Mark's Glen as described therein;

WHEREAS, that certain document entitled "DECLARATION OF RESTRICTIONS", was recorded in the Harris County Real Property Records on March 27, 1979, under Harris County Clerk's File No. G019347 (the "Third Declaration"), which encumbered all properties located within the unrecorded subdivision in Harris County, Texas known as Mark's Glen as described therein;

WHEREAS, that certain document entitled "DECLARATION OF RESTRICTIONS", was recorded in the Harris County Real Property Records on April 22, 1980, under Harris County Clerk's File No. G507393 (the "Fourth Declaration"), which encumbered all properties located within the unrecorded subdivision in Harris County, Texas known as Mark's Glen as described therein;

WHEREAS, that certain document entitled "RESTATED AND AMENDED DECLARATION OF RESTRICTIONS", was recorded in the Harris County Real Property Records on January 31, 1994, under Harris County Clerk's File No. P680949 (the "First Amended and Restated Declaration"), which encumbered all properties located within the unrecorded subdivision in Harris County, Texas known as Mark's Glen as described therein;

WHEREAS, the unrecorded subdivision in Harris County, Texas known as Mark's Glen consists of a tract of land, wholly located in Harris County, Texas and is legally described as indicated within the First, Second, Third, and Fourth Declaration and the First Amended and Restated Declaration;

WHEREAS, MARK'S GLEN, INC. MAINTENANCE ASSOCIATION, is charged with administering and enforcing the provisions of the First Amended and Restated Declaration;

WHEREAS, it is the desire of the undersigned parties to amend the First Amended and Restated Declaration by execution and/or adoption of this Second Amended and Restated Declaration of Restrictions;

WHEREAS, Section 209.0041 of the Texas Property Code provides that the First Amended and Restated Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment;

WHEREAS, the parties listed below and on the attached Acknowledgement and Consent documents are owners of lots within the Mark's Glen subdivision and represent not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the First Amended and Restated Declaration;

WHEREAS, it is the desire of parties listed below, and on the attached Acknowledgement and Consent documents to amend the First Amended and Restated Declaration by execution and/or adoption of this Second Amended and Restated Declaration of Restrictions;

NOW, THEREFORE, the undersigned, being owners of lots within the Mark's Glen subdivision and representing not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment of the First Amended and Restated Declaration, whose signatures are attached hereto and incorporated herein by reference for all purposes, hereby adopt the following Second Amended and Restated Declaration of Restrictions (the "Second Amended and Restated Declaration"). This Second Amended and Restated Declaration shall replace and supersede the First Amended and Restated Declaration in its entirety. This instrument is to become effective upon its recordation in the office of the County Clerk, Real Property Records of Harris County, Texas. All of the terms and provisions hereof shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, as well as their successors and assigns.

lee

✓✓

**Return Originals to:**  
Ann Shepherd  
Linbeck Group, LLC  
3900 Essex Lane, Suite 1200  
Houston, TX. 77027

TABLE OF CONTENTS

ARTICLE 1- LAND USE AND BUILDING TYPE	4
ARTICLE 2 - ARCHITECTURAL CONTROL	4
ARTICLE 3 - DWELLING SIZE	4
ARTICLE 4 - ROOFS	5
ARTICLE 5 - LOCATION OF BUILDINGS ON LOTS	5
ARTICLE 6 – UTILITY, DRAINAGE EASEMENTS, AND CULVERTS	5
ARTICLE 7 - PROHIBITED STRUCTURES	5
ARTICLE 8 - PROHIBITED ACTIVITIES	6
ARTICLE 9 - MINING AND MINERAL OPERATION	6
ARTICLE 10 - ANIMALS	6
ARTICLE 11 - GARBAGE, SEPTIC AND OTHER WASTE	7
ARTICLE 12 - FENCES, WALLS, DRIVEWAYS AND SIDEWALKS	7
ARTICLE 13 - TRAFFIC SIGHT BARRIERS	8
ARTICLE 14 - OUTSIDE CLOTHES DRYING	8
ARTICLE 15 - CUTTING WEEDS, SHRUBS OR GRASS	8
ARTICLE 16 - SIGNS OR BILLBOARDS	8
ARTICLE 17 - MISCELLANEOUS VEHICLES AND EQUIPMENT	8
ARTICLE 18 - REMOVAL OF TREES AND DIRT	9
ARTICLE 19 - PROPERTY MAINTENANCE	9
ARTICLE 20 – MAINTENANCE ASSOCIATION	9
ARTICLE 21 - MAINTENANCE CHARGES	10
ARTICLE 22 - RIGHTS OF MORTGAGEES	11
ARTICLE 23 -TERM OF RESTRICTIONS	12
ARTICLE 24 - ENFORCEMENT OF RESTRICTIONS	12
ARTICLE 25 - AMENDMENT OF RESTRICTIONS	13

## **ARTICLE 1- LAND USE AND BUILDING TYPE**

All lots subject to these restrictions shall be used only for single-family residential purposes. No building or structure shall be erected or placed on any lot except one single-family residential dwelling not exceeding two stories in height, provided however, that an attached or detached garage or carport (limited in size to three-car capacity), including servants' quarters or garage apartment, or other approved accessory building or structure, such as a swimming pool, may be situated on any lot. The owner(s) of any lot subject to these restrictions shall be deemed to have covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such lot that such owner(s) will not apply for a permit to erect or place thereon any building or structure on the land other than as specified and allowed herein. Any garage apartment or servants' quarters which may be erected or placed on any lot shall not be used for rental purposes. Such quarters will only be used by servants employed in the dwelling situated upon the same lot where such apartment or quarters are situated, or by members of the family or temporary guests of the family occupying the dwelling.

The exterior walls of the first floor of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction.

## **ARTICLE 2 - ARCHITECTURAL CONTROL**

No building, structure or other improvements of any character or type shall be erected, placed, added to, or altered on any lot affected hereby before building plans, site plan and specifications for such improvements have been submitted to the Architectural Control Committee of the Board of Directors of the Association ("ACC"). The ACC shall review the application for compliance with these restrictions regarding use, quality of workmanship, materials, aesthetics, harmony of exterior design and colors with existing and proposed structures, and locations of improvements with respect to topography, finished grade elevation, lot boundary lines, and building lines.

Plans, schematics, specifications and documents shall be submitted to the ACC, along with the Association's Architectural Review Application form, for approval prior to commencing the construction, placement, addition to or alteration on any lot. A site visit may be requested by the ACC to better understand the plans of the homeowner. In the event the ACC fails to approve or disapprove such plans and documents in writing within forty-five (45) days after submission thereof, the application shall be deemed to have been approved automatically without further need for action by the ACC.

## **ARTICLE 3 - DWELLING SIZE**

Any dwelling situated on any lot must contain a living area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, driveways, carport, garage, servants' apartment or other approved accessory building or structure.

#### **ARTICLE 4 - ROOFS**

The ACC shall have the authority to require the roof to be covered with approved roofing materials. Approved roofing materials may include laminated asphalt shingles with a 30-year or greater warranty. Three tab or 20-25 year shingles may only be used as starter shingles or used as hip and ridge caps. All color selections must be reviewed and approved by the ACC prior to installation.

“Roof overlays” are not allowed. Old shingles and underlayment must be removed down to the wood decking before new shingles are installed so that any damaged or rotted wood may be identified and replaced. All other roofing materials such as tile, metal, and other alternative roof coverings must be submitted to the ACC for review and approval prior to installation. Roof coverings must match the aesthetics of properties surrounding the Owner’s property.

Any approved accessory building or structure situated on any lot shall be covered with the same approved roofing materials as the main residential dwelling. No replacement roof shall be installed until the ACC has granted approval.

#### **ARTICLE 5 - LOCATION OF BUILDINGS ON LOTS**

Any accessory building or addition to the main residence must be approved by the ACC prior to beginning any work or construction. No part of any building shall be located closer than 50 feet to the front boundary line of the lot, and no part of any building shall be located within five feet (5') of any interior lot boundary line. For the purposes of these restrictions, the front line of each lot shall be the shortest boundary line abutting a dedicated street. The residential dwelling on each lot in the aforementioned subdivision shall face the front line of the lot.

#### **ARTICLE 6 – UTILITY, DRAINAGE EASEMENTS, AND CULVERTS**

Easements for installation and maintenance of utilities and drainage facilities shall be established by the deed conveying the lots, unless such easements have previously been established in which event the deed will be made subject to said easements. Neither the Association nor any utility company using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property of the owner located within the area covered by said easements.

Drainage ditches will be mowed and kept free of weeds, trash and limbs by each owner and cleared of debris. No owner shall be permitted to fill in his ditch or install an underground culvert in a ditch. Driveway access culverts must have written approval from the ACC.

#### **ARTICLE 7 - PROHIBITED STRUCTURES**

Mobile homes, whether or not wheels are attached, recreational vehicles or trailers, and inoperable vehicles are prohibited from being stored or placed upon on any lot. Antenna towers for amateur radio installations or citizens’ band radio base stations installations are prohibited. Window unit air conditioners are prohibited on any lot, unless specifically approved in writing by the ACC. No portable building, tent, shed, barn or other portable structure of any nature shall

be placed on any lot unless it has been approved by the ACC; provided, however, that a temporary work shed may be placed upon a lot without such approval by any home building contractor during original construction of a permanent residential dwelling. The temporary structure shall be removed upon the completion of construction or upon the expiration of nine months from the date construction is commenced, whichever occurs first.

#### **ARTICLE 8 - PROHIBITED ACTIVITIES**

No retail business or commercial activity of any kind shall be conducted on or from any lot or from any improvements situated thereon, whether such activity be for profit or otherwise.

No noxious or offensive activity of any kind which may constitute or become an annoyance or nuisance shall be permitted on any lot. No illegal or immoral activity will be permitted on any lot. Excessive noise from parties, music, disturbing the peace into late night hours (after 12:00 midnight) is prohibited.

No commercial vehicle, 18-wheeler truck, semi-truck, recreational vehicle, truck trailer, or mobile home, shall be parked for longer than five (5) days at a lot in any thirty (30) day period. In the event such vehicles are parked on a lot in compliance with these provisions, a structure approved by the ACC, shall be erected by the lot owner to shield such vehicle from public view.

#### **ARTICLE 9 - MINING AND MINERAL OPERATION**

No oil, gas or commercial water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any lot.

#### **ARTICLE 10 - ANIMALS**

No farm animals (horses, sheep, goats, llamas, pigs) or wildlife animals will be raised, bred or kept on any lot of less than one acre, whether for commercial purposes or otherwise.

Residents may keep and raise up to six (6) chicken hens per one-half (1/2) acre. Roosters and other poultry are prohibited from being raised, bred, and/or kept on any lot. Any hens kept by a resident shall not be permitted to roam free outside of a back yard fence or a residential dwelling. Any resident desiring to install a chicken coop shall submit an application to the ACC prior to installing said chicken coop. Chicken coops may only be installed in a back yard that is fully enclosed by a fence. No chicken coop may be located closer than ten feet (10') to any fence enclosure.

Residents may keep common household pets, such as dogs or cats and one (1) farm animal for each one (1.000) acre of land owned. In this regard, the Association shall have the right and authority to limit the number and variety of household pets permitted, however the Association shall not prohibit the keeping of two cats and two dogs. No animals will be kept within the neighborhood outdoors unless it is confined within a structure, fenced enclosure or on a leash. Dogs must be under the direct control of the owner and on a leash at all times when not

confined or kept in an enclosed fence. No owner shall be permitted to allow a dog to run free when not confined in a residence, fence, or other enclosure.

#### **ARTICLE 11 - GARBAGE, SEPTIC AND OTHER WASTE**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Waste accumulated from normal household operations may be kept temporarily until removed by commercial trash collection for the neighborhood on designated days. All such waste substances being kept on a lot pending collection shall be kept in closed sanitary containers with tops or lids, plastic bags with tops secured. Containers shall be hidden from general view by a fence or enclosure when not set out for collection. Trash receptacles shall be removed from the temporary collection site beside the street no later than the end of the same day of collection.

All Mark's Glen Owners have septic systems on their property. Septic systems are a necessary feature because the subdivision is not connected to a central sewage system. All septic systems must be installed and maintained in accordance with all Harris County codes and regulations. Any violations may be reported to the appropriate authorities for investigation.

Homeowners who use fireworks shall respect the neighborhood and use fireworks no later than 12:00 midnight on the Fourth of July or New Year's Day or any other approved holiday. Spent fireworks or debris from fireworks, such as caps, cardboard, etc. shall be swept from the street by the homeowners displaying fireworks. Cleaning of the street shall be done within one (1) day after the display.

#### **ARTICLE 12 - FENCES, WALLS, DRIVEWAYS AND SIDEWALKS**

No fence, wall, hedge, gas meter or other structure or mass planting shall be placed or be permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building set-back line affecting such lot, unless such structure or mass planting and its location shall be approved by the Association.

All fences and walls located on any lot, including those which must be approved by the Association, will be four (4) to eight (8) feet in height above ground level. The fences or walls must match the adjacent fence or wall unless otherwise approved by the Association. Where the outside surface of the fence or wall faces the street, alley or driveway, it shall be faced with wood, brick, stone or other material matching the house and approved by the ACC.

All driveways/sidewalks shall be maintained by the owner of the lot where the driveway/sidewalk is located. Cracked, broken or collapsing driveways/sidewalks shall be repaired by the Owner. In the construction of driveways, and/or sidewalks, which require the use of culverts, said driveways and sidewalks shall be constructed so that the ends of the culverts shall not be visible. All construction of driveways, and/or sidewalks shall require approval from the ACC.

### **ARTICLE 13 - TRAFFIC SIGHT BARRIERS**

No shrub/bush, tree or object which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot.

### **ARTICLE 14 - OUTSIDE CLOTHES DRYING**

Drying of clothes in public view is prohibited.

### **ARTICLE 15 - CUTTING WEEDS, SHRUBS OR GRASS**

Owners/occupants of each lot shall at all times keep all weeds, shrubs or grass or flowerbeds thereon cut or trimmed in a neat manner. Owners are responsible for edging grass from the street and driveways. Owners shall in no event permit an accumulation of garbage, trash, rubbish, or other waste of any kind to remain on his/her lot. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. All ditches shall be mowed and maintained by Owner/occupant. Overgrown shrubs that obscure the front of the residence shall be removed.

### **ARTICLE 16 - SIGNS OR BILLBOARDS**

The owner of a lot (including a commercial homebuilder) shall be entitled to display only one sign for the purposes of selling the property. The face of such sign will not exceed five (5) square feet in surface area. The content of such sign will be limited to the words "FOR SALE" and the contact information of the seller or real estate agent. No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within subdivision boundaries or within the right of way of any street bordering the aforementioned subdivision without first having obtained the consent in writing of the Board of Directors of the Association.

### **ARTICLE 17 - MISCELLANEOUS VEHICLES AND EQUIPMENT**

No auto, truck, boat, boat rigging, camper, motor home, mobile home, or other trailer, vehicle, or equipment of any kind shall ever be left parked on any street right-of-way, in the driveway on any lot, or in public view, except for temporary parking of not more than five (5) days in any thirty (30) day period.

Motorcycles, motorbikes, motor scooters, motorized bicycles, or other motorized vehicles shall not be operated or kept on any lot or operated to or from any lot over the streets of the aforementioned subdivision unless such vehicle is equipped with an adequate and properly functioning muffler, nor shall such vehicles be kept or operated in such a way as to constitute a nuisance or danger.

Provided, however, that these provisions are subordinate to the provisions contained in Article 8 hereinabove relating to motor vehicles.



## **ARTICLE 18 - REMOVAL OF TREES AND DIRT**

No trees shall be felled or otherwise removed from any lot without approval from the Association, except as may be reasonably necessary in connection with construction or improvements or to remove dead trees. Owners shall remove dead trees that can be seen from the street.

The removal of dirt from any lot is prohibited without approval of the Association, except as reasonably necessary in conjunction with the landscaping of such lot or construction in process.

## **ARTICLE 19 - PROPERTY MAINTENANCE**

All dwellings and other approved structures must be kept in a good state of painting and repair must be maintained so as not to become unsightly. In the event of default on the part of the Owner/Occupant of any lot in observing the requirements set out above and the continuation of such default after written notice from the Association of the existence of such default, the Association may seek all remedies available to secure compliance with these restrictions.

## **ARTICLE 20 – MAINTENANCE ASSOCIATION**

The Association is known as MARK'S GLEN, INC. MAINTENANCE ASSOCIATION (the "Association"), a nonprofit corporation organized under the laws of the State of Texas.

The purpose of the Association, in general, is to provide for and promote the health, recreation, and welfare of the members ("Members" or "Owners"), to collect the annual maintenance charges and to administer the maintenance fund, to preserve and enhance property values within the Subdivision, to provide for the maintenance, repair, preservation, upkeep, and protection of the common areas and such other purposes as are stated in this Second Amended and Restated Declaration, the Articles of Incorporation, and By-Laws and all amendments thereto, and such other purposes as are authorized by the pertinent provisions of the Texas Property Code.

Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

The Association shall have one class of Members. Members shall be all Owners, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a given Lot, all of such persons shall be Members, and the vote for such Lot shall be exercised as they may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

## ARTICLE 21 - MAINTENANCE CHARGES

**Section 1. Authority of the Association.** The Association has the duty of assessing and collecting the annual maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said funds. In this regard, said Association has all the powers granted by the Texas Business Organizations Code to non-profit corporations.

**Section 2. Types of Charges.** Each residential lot in the aforementioned subdivision is hereby made subject to: (1) an annual maintenance charge for the purpose of creating a subdivision maintenance and improvement fund and (2) special assessments for capital improvements. Each such maintenance charge and special assessment shall be assessed against each lot uniformly. The maintenance charge assessed against each lot shall be determined by the Board of Directors by September 1st of each calendar year to cover the full calendar year next. Maintenance charges are due by January 1st of each year (the due date). A statement reflecting the amount of the maintenance charge with respect to each lot shall be mailed or otherwise delivered to each lot owner prior to each the due date. The amount of each maintenance charge shall be paid by the owner of each lot to the Association by the due date and shall be considered delinquent if not paid by the due date.

**Section 3. Computation.** The annual maintenance charge of each residential lot that contains a home shall be \$400.00 and an empty "street facing" lot shall be \$150.00 commencing with the first annual maintenance charge that becomes due after this Second Amended and Restated Declaration of Restrictions is duly adopted and recorded in the Harris County Real Property Records.

The annual maintenance charge may be increased by the Board of Directors, at its sole discretion, by an amount representing not more than a ten percent (10%) increase over the annual maintenance charge for the previous year.

The annual maintenance charge in any year may be increased by more than ten percent (10%) above the prior year's maintenance charge, only with the approval of two-thirds (2/3) vote of the Members who are in attendance and voting in person or by proxy, at a meeting duly called for such a purpose.

**Section 4. Purpose of Annual Maintenance Charges.** The services or things which may be provided and paid for by the Association out of the maintenance fund shall include the maintenance and repair of streets, parkways and esplanades; mowing and cleaning of vacant lots; the acquisition, operation, maintenance and replacement of any common recreational facilities, or other common area; fire, police and security patrol services; installing, maintaining, replacing, and paying for the operation of streets lighting; providing, maintaining, and replacing shrubbery, plants, grass, trees, monuments, gate-ways, and other landscaping or decorative improvements at subdivision entrances and elsewhere in esplanades, parkways, streets right-of-way, and other areas; fogging for insect control; the collection of garbage and other waste (the point of collection to be at the discretion of the Association, for example, back-door, front curb, or other location); paying legal and other expenses for the enforcement of the provisions of these restrictions; and any and all other services or things which the Board of Directors of the

Association shall deem necessary or desirable for the maintenance and improvement of the aforementioned subdivision and the approaches thereto, without limitation to the specific items as set forth above.

**Section 5. Special Assessments.** In addition to the annual maintenance charge authorized herein, the Board may levy one or more special assessments in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the common area, including fixtures and personal property related thereto; provided, however, any special assessment must be approved by a two-thirds (2/3) vote of the members who are voting, in person or by proxy, at a meeting duly called for this purpose. If a special assessment is approved as herein required and levied, it shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Special assessments shall be allocated among all owners in the same manner as annual maintenance charges.

**Section 6. Creation of Lien and Personal Obligation for Authorized Charges.** All sums assessed against any property or lot as authorized herein, together with interest, collection and other costs, interest, and reasonable attorney's fees, shall be secured by a lien on the property owned by each owner in favor of the Association, and shall be a charge on the land and shall be secured by a continuing lien upon the land against which each such charge is assessed. All such charges, costs, interest, and attorney's fees authorized herein, shall also be a personal obligation of the owner(s) of each lot to the extent of the maintenance charge attributable to such owner(s) period of ownership. The owner or owners of any lot subject to these restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of a conveyance or other transfer of title to such lot, whether or not it shall be so expressed in such deed.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.** Any maintenance charges or special assessments which are not paid in full by the due date shall be delinquent. Any delinquent maintenance charge or special assessment shall commence to bear interest on the due date at the rate of six percent (6%) per annum until paid in full. No owner may waive or otherwise exempt himself from liability for the charges authorized herein by non-use of the common areas or abandonment of his lot. No diminution or abatement of charges authorized herein or setoff shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under these restrictions or the Bylaws, the obligation to pay charges being a separate and independent covenant on the part of each owner.

## **ARTICLE 22 - RIGHTS OF MORTGAGEES**

It is specifically provided that the lien hereby created to secure the payment of the maintenance charges shall be subordinate to and shall not affect the enforcement of any vendor's lien or deed of trust lien now of record or which may hereafter be placed on record against any lot covered hereby and/or any improvements located thereon. However, such lots shall nevertheless remain subject to said maintenance charge, and the sale or transfer of any lot pursuant to foreclosure for

any such superior lien shall extinguish the lien securing the maintenance charge only as to any maintenance charge attributable to such lot for the period of time prior to sale or transfer.

It is further provided that, as a condition precedent to any proceeding to enforce the lien securing said maintenance charge, where there is any other valid and subsisting lien outstanding, the Association shall give the holder of such other lien at least thirty (30) days advance written notice of any proposed action of enforcement by the Association and thereby provide such other lienholder an opportunity to remedy the default of the lot owner. Such notice shall be given by certified or registered mail, return receipt requested, to the last known address of such lienholder, per the Association's records. It shall not be necessary for the Association to conduct research in order locate any other or more recent mailing address for any lienholder.

#### **ARTICLE 23 - TERM OF RESTRICTIONS**

These restrictions are to run with the land and shall be binding upon and inure to the benefit of the Association and its successors and assigns, and all present and future owners of the residential lots located in the aforementioned subdivision until December 31 of the year 2028.

The initial term of these restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking or modifying these restrictions, in whole or in part, is recorded in the Official Records of Real Property Records of Harris County, Texas. Any such instrument of revocation / modification must be executed by the then owners of at least two-thirds (2/3) of the collective number of restricted lots situated in the aforementioned subdivision and any other subsequently developed sections of the Mark's Glen subdivision that are annexed into the jurisdiction of the Association.

#### **ARTICLE 24 - ENFORCEMENT OF RESTRICTIONS**

The Board of Directors of the aforesaid Association or the owner or owners of any residential lot subject to these restrictions shall have the right to file suit for damages and/or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these restrictions. The Board of Directors of the Association shall have the right to bring an action at law to foreclose the lien hereby established to secure the payment of the aforesaid maintenance charge, special assessment, and other authorized charges if any lot owner fails to cure any such default within thirty (30) days after notice thereof from the Association and/or pursue collection of all such sums against the owner directly. The Plaintiff in any of the above-described proceedings shall be entitled to recover from the Defendant in such action all reasonably necessary costs and expenses attendant upon bringing such action, including a reasonable attorney's fee. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any lot covered hereby by acceptance of a conveyance or other transfer of title to such lot.

Invalidation of one or more of the provisions of these restrictions, by court order or otherwise, shall in no way affect any other provisions hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

**ARTICLE 25 - AMENDMENT OF RESTRICTIONS**

These restrictions may be amended at any time by recording in the Official Public Records of Real Property of Harris County, Texas, an instrument of amendment which has been signed by the then owners of at least two-thirds (2/3) of the number of restricted lots situated in MARK'S GLEN subdivision.

**End of Second Amended and Restated Declaration of Restrictions.**

ACKNOWLEDGEMENTS AND CONSENTS follow on next page.

**CERTIFICATION OF VOTING RESULTS FOR  
SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
MARK'S GLEN, INC. MAINTENANCE ASSOCIATION**

IN WITNESS WHEREOF, the undersigned President and Secretary of MARK'S GLEN, INC. MAINTENANCE ASSOCIATION, have executed this Certification of Voting Results for the Second Amended and Restated Declaration of Restrictions, on the date set forth and indicated next to their respective signatures. The undersigned hereby certify that the foregoing Second Amended and Restated Declaration of Restrictions was approved by the affirmative vote of owners of not less than sixty-seven percent (67%) of the total votes allocated within Mark's Glen. The respective Acknowledgement and Consent documents (ballots) are attached hereto and incorporated herein for all purposes.

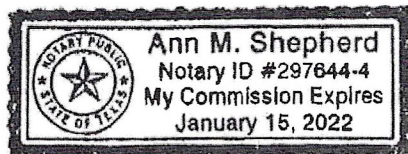
**MARK'S GLEN, INC. MAINTENANCE ASSOCIATION**

BY: Nissa Rasmussen  
Secretary

BY: Cynthia Thompson  
President

BEFORE ME, the undersigned authority, on this day personally appeared Cynthia Thompson, President of MARK'S GLEN, INC. MAINTENANCE ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

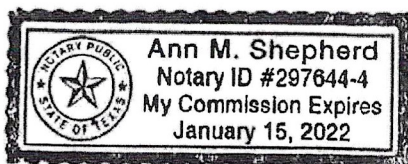
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2<sup>nd</sup> day of February, 2018.



Ann M. Shepherd  
NOTARY PUBLIC - STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Nissa Rasmussen, Secretary of MARK'S GLEN, INC. MAINTENANCE ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2<sup>nd</sup> day of February, 2018.



Ann M. Shepherd  
NOTARY PUBLIC - STATE OF TEXAS

FILED FOR RECORD

9:54:43 AM

Wednesday, February 13, 2019



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

Wednesday, February 13, 2019



COUNTY CLERK  
HARRIS COUNTY, TEXAS