

**MODIFICATION TO RESTRICTIVE COVENANTS
RIVERBEND ADDITION**

This Modification to Restrictive Covenants (the "Modification") shall modify and amend the Restrictive Covenants for Riverbend Addition, Harris County, Texas, as provided below:

Subdivision Affected: Riverbend Addition, Houston, Harris County, Texas, according to the Map or Plat (the "Plat") filed of record at Volume 43, Page 21 of the Map Records of Harris County, Texas (the "Subdivision").

Restrictions Modified: Restrictions recorded on January 2, 1953 ("1953 Restrictions"), executed by Riverbend, Inc., a Texas corporation, filed of record at Volume 2542, Page 63 of the Deed Records of Harris County, Texas, amended by instrument filed on November 13, 1997 ("1997 Restrictions") under Clerk's File No. S729511 of the Real Property Records of Harris County, Texas (collectively, the "Restrictions").

Procedure to Modify Restrictions: Owners of a majority of lots in the Subdivision may modify the Restrictions by written instrument recorded in the Official Public Records of Harris County, Texas, if the instrument is executed and filed prior to January 2, 2008, in order to be effective when the Modification is recorded.

Purpose of Modification: To establish such additional architectural controls and performance standards as are necessary and desirable to keep the community attractive for the enjoyment of residents and for the protection of property and property values.

Texas Property Code: This Modification is made pursuant to the provisions of the Restrictions, not the provisions of the Texas Property Code.

The Restrictions are hereby RATIFIED, CONFIRMED AND READOPTED as a part of this Modification, provided that the Restrictions are modified by the additions, deletions and modifications set forth below. The owners of property in the Subdivision acknowledge Riverbend Planning Committee, Inc., a Texas nonprofit corporation, is the successor to Riverbend, Inc., declarant under the Restrictions, and has all authority of Riverbend, Inc. to enforce the Restrictions. Riverbend Planning Committee, Inc. is a Property Owners

Association with all power granted in Texas Property Code Chapter 204. All references to section, title and restriction numbers as well as headings are to those in the Restrictions.

The Restrictions are modified by adding the following provisions:

ARTICLE I
Definitions

- A. **ARC:** The Architectural Review Committee established and empowered in accordance with Article III of the Modification.
- B. **ASSOCIATION:** Riverbend Planning Committee, Inc., a Texas non-profit corporation.
- C. **BOARD:** The Board of Directors of the Association
- D. **LOT(S):** Each of the lots shown on the Plat.
- E. **OCCUPANT(S):** Any Owner, lessee or tenant or other person in possession of a Lot.
- F. **OWNER(S):** Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.
- G. **PASSENGER VEHICLE:** Any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, a sport utility vehicle used as a family vehicle, even with truck license plate, and a Pick-Up Truck.
- H. **PICK-UP TRUCK:** A three-quarter (3/4) ton capacity or less truck with open storage bed which has not been adapted or modified for commercial use.
- I. **PROPERTY:** All of the Subdivision.
- J. **DWELLING:** The single family residence and appurtenances constructed on a Lot.

ARTICLE II
General Provisions Relating to Use and Occupancy

Section 2.1 VEHICLE RESTRICTIONS.

Parking, keeping or storing vehicles are limited as follows:

- i) All vehicles shall be kept only on an improved parking surface approved by the ARC (i.e., not on any landscaped surface). Concrete is an approved parking surface.
- ii) Non-functional vehicles may not be parked anywhere visible from a street for longer than forty-eight (48) consecutive hours. Any vehicle with expired inspection sticker or license, or in obvious disrepair or process of restoration or repair, or which does not readily start is presumed to be non-functional.
- iii) To the extent adequate driveway space exists on a Lot as determined by the ARC, vehicles parked for longer than forty-eight (48) consecutive hours shall be kept behind the front setback line (i.e., out of the front yard area) to provide a more attractive neighborhood appearance.
- iv) Vehicles owned by Occupants shall not be parked on any street in the Subdivision for longer than forty-eight (48) consecutive hours. Guests may park on any street in the Subdivision for up to seven (7) consecutive days, but thereafter shall park in the driveway of the host.
- v) Vehicles other than Passenger Vehicles and Pick-Up Trucks may be parked on Lots or in streets in the Subdivision no longer than forty-eight (48) consecutive hours, unless kept behind the front setback line.
- vi) Trailers, recreational vehicles ("RVs") or boats shall be parked behind the front setback line, and screened from view from the street, including keeping them within a garage or carport and/or behind an opaque gate and/or fence, or as otherwise approved by the ARC.

Section 2.2 CONSTRUCTION AND MATERIALS.

A. **Antennas.** Satellite dish antennas which are forty inches (40') or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in conformance with the Architectural Guidelines for Riverbend Addition adopted by the ARC. All other antennas are prohibited.

B. **Exterior Finish.** The exterior of the Dwelling on each Lot must be comprised of at least fifty-one percent (51%) brick, stucco (but not including stucco substitutes like DRYVET) or masonry material. All brick, stonework and mortar must be approved by the ARC as to type, size, color and application. Concrete steps, stoops or porches must be finished in tile, brick or stone, unless otherwise approved by the ARC. No concrete, concrete block or cinder block shall be used as an exposed building surface. Any concrete, concrete block or cinder block utilized in the construction of a Dwelling or for

retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Dwelling. Metal flashing, valleys, vents and gutters installed on a Dwelling shall blend or be painted to blend with the color of the exterior materials to which they are adhered or attached.

C. **Exterior Lighting.** All exterior lighting for new home construction or major renovations on a Lot must be approved by the ARC with the intent to prevent excessive light pollution, spillover lighting and light sources visible from outside the Lot.

D. **Roofing.** The ARC shall have the right to establish specific requirements for the type of roofing materials which may be utilized for any Dwelling. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Dwelling, including, without limitation, the roof of any Dwelling, if visible from any street other than Voss Road. No plumbing or heating vents, stacks and other projections of any nature shall be placed on the roof on the front of any Dwelling constructed after the effective date of these Restrictions. All such vents, stacks and other projections from the roof of any new Dwelling shall be located on the rear roof of such Dwelling and shall be painted the same color as the roofing material.

E. **Window Treatment and Doors.** Reflective glass shall not be permitted on the exterior of any Dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the ARC. Burglar bars or doors shall not be permitted on the exterior of any windows or doors if visible from the street in front of the Lot. Screen doors shall not be used on the front of any Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Dwelling.

F. **Landscaping Plan Approval.** The plan excavation, fill, grading, drainage and landscaping for all new home construction or major renovation on a Lot shall be submitted to the ARC for approval pursuant to the provisions of the Architectural Guidelines for Riverbend Addition prior to commencement. However, only the landscaping for the front and side yards visible from a street is required to be included in the plan. Required landscaping shall be completed in accordance with the landscaping plan approved by the ARC no later than thirty (30) days following the issuance of a certificate of occupancy for the Dwelling.

G. **Exterior Coloring.** Iridescent colors or tones considered to be brilliant are not permissible. For the purpose of this paragraph, "brilliant" is construed to mean a color that is not in the general texture of both the overall community and natural setting of the Subdivision. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Subdivision with earth tones and forest tones.

Section 2.3 HEIGHT. Dwellings shall have no more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume defined by the roof plans of the Dwelling. Notwithstanding the foregoing, no Dwelling shall exceed a height of thirty-two (32) feet above finished grade.

Section 2.4 OPEN HOUSES. "Open House" refers to an advertised period of time in which a property which is for sale is available for inspection by prospective purchasers. Open Houses for the purposes of selling real property in the Subdivision are restricted to one (1) Saturday OR Sunday per month and one (1) weekday per month for each property listed for sale. Open Houses shall be used solely for the purpose of selling real property. Other commercial uses during Open Houses are expressly prohibited. Such prohibited commercial uses include, but are not limited to, the bussing in of the public, demonstrations of household appliances and lawn maintenance systems, and exhibits of art, furniture, or interior decorating.

ARTICLE III **Architectural Approval**

Section 3.1 ARCHITECTURAL REVIEW COMMITTEE ("ARC").

A. **Structure of the ARC.** The ARC shall consist of a committee of three (3) members, all of whom shall be appointed by the Board. Members of the ARC must be members of the Association (i.e., Owners). In the event that the Board shall fail to appoint an ARC, then the Board shall act as the ARC. Members of the ARC may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

B. **Approval Required.** In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the development, to establish and preserve a harmonious design for the development and to protect and promote the value of the Property, the Lots, and the Dwellings, no improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Dwelling by any Owner, which affect the exterior appearance of any Lot or Dwelling unless plans and specifications therefor have been submitted to and approved by the ARC in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of any dwellings, sidewalks, driveways, parking lots, decks, patios, courtyards, landscaping, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servant's quarters, garages or any other outbuildings shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Dwelling or improvements, unless the plans and specifications for the same have been submitted to and approved by the ARC in accordance with the terms and provisions of this Article.

The ARC shall establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof (the "Submission Fee").

The ARC is hereby authorized and empowered to approve all plans and specifications and the construction of all Dwellings and other improvements on any part of the Property. The ARC shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. One copy of all plans, specifications and related data so submitted to the ARC shall be retained in the records of the ARC and the other copy shall be returned to the Owner submitting the same marked "approved", "approved as noted" or "disapproved". The thirty (30) days limit for plan approval (and the deemed approval if no action is taken) in the original Restrictions applies to the ARC plan approval in this Modification.

The ARC shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of this Modification, including purely aesthetic considerations, any failure to comply with any of the provisions of this Modification or the Architectural Guidelines for Riverbend Addition, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed improvement with the scheme of development proposed for the Subdivision, objection to the location of any proposed improvements on any such Lot or Dwelling, objection to the landscaping plan for such Lot or Dwelling, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any improvement or any other matter which, in the sole judgment of the ARC, would render the proposed improvement inharmonious with the general plan of development contemplated for the Subdivision. The ARC shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Dwelling shall be obligated to comply and must be incorporated into the plans and specifications for such improvements or Dwelling. Approval of plans and specifications by the ARC for improvements to one particular Lot or Dwelling shall not be deemed an approval or otherwise obligate the ARC to approve similar plans and specifications of any of the features or elements for the improvements for any other Lot or Dwelling within the Subdivision.

Any revisions, modifications or changes in any plans and specifications previously approved by the ARC must be approved by the ARC in the same manner specified above.

If construction of the Dwelling or the improvements has not substantially commenced within ninety (90) days of approval by the ARC of the plans and specifications for such Dwelling or other improvements, then no construction may be commenced (or continued) on such Lot or Dwelling and the Owner of such Lot or Dwelling shall be required to resubmit all plans and specifications for any Dwelling or other improvements to the ARC for approval in the same manner specified above.

C. **Address of ARC.** The address of the ARC shall be at the principal office of the Association.

Section 3.2 FAILURE TO ACT.

A. **Failure to Act After Notice of Completion.** If, for any reason other than the applicant's act or neglect, the ARC fails to notify the applicant of any noncompliance within thirty (30) days after receipt by the ARC of a written notice of completion ("Notice of Completion") from the applicant, the improvement on a Lot shall be deemed in compliance if the improvement on a Lot in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any improvement on a Lot that violates any provision of this Modification or the Architectural Guidelines for Riverbend Addition, the ARC at all times retaining the right to object to any improvement on a Lot that violates this Modification or the Architectural Guidelines for Riverbend Addition.

B. **No Implied Waiver or Estoppel.** No action or failure to act by the ARC or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the ARC or the Board of Directors, with respect to any improvement on a Lot. Specifically, the approval by the ARC of any improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar improvement on another Lot or any similar proposals, plans, specifications, or other materials submitted with respect to any other improvement on a Lot by such person or otherwise.

Section 3.3 NOTICE AND INSPECTION.

A. **Notice of Completion.** Promptly upon completion of the improvement on a Lot, the applicant shall deliver a Notice of Completion to the ARC and, for all purposes hereunder, the date of receipt of such Notice of Completion by the ARC shall be deemed to be the date of completion of such improvement, provided that the improvement is, in fact, completed as of the date of receipt of the Notice of Completion.

B. **Inspection of Work.** The ARC or its duly authorized representative shall have the right to inspect any improvement on a Lot before or after completion, provided that the right of inspection shall terminate thirty (30) days after the ARC shall have received a Notice of Completion from the Applicant.

C. **Notice of Noncompliance.** If, as a result of inspections or otherwise, the ARC finds that any improvement on a Lot has been constructed or undertaken without obtaining the approval of the ARC, or has been completed other than in strict conformity with the description and materials furnished by the applicant to the ARC, or has not been completed within the required time period after the date of approval by the ARC, the ARC shall notify the applicant in writing of the noncompliance ("Notice of Noncompliance"), which notice shall be given, in any event, within thirty (30) days after the ARC receives a Notice of Completion from the applicant. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the applicant to take such action as may be necessary to remedy the noncompliance. If the

applicant does not comply with the Notice of Noncompliance within the period specified by the ARC, the Association may, acting through the Board, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the noncomplying improvement on the Lot; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the improvement in question), and, if the Board elects to take any action with respect to such violation, the applicant shall reimburse the Association upon demand for all expenses incurred therewith. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Modification, or otherwise. Any expenses incurred by the Association as a result of the applicant's noncompliance shall be charged to the applicant's assessment account and collected at the Board's discretion.

Section 3.4 POWER TO GRANT VARIANCES.

A. **Variances.** The ARC may authorize variances from compliance with any of the provisions of Article II of this Modification. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the ARC. If any such variance is granted, no violation of the provisions of this Modification shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Modification for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the ARC other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owners' obligation to comply with all governmental laws and regulations affecting the property concerned.

B. **Construction Period Exception.** During the course of actual construction of any permitted structure or improvement on a Lot, and provided construction is proceeding with due diligence, the ARC may temporarily suspend the provisions of Article II contained in this Modification as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Modification upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

Section 3.5 ESTOPPEL CERTIFICATES. The Board, upon the reasonable request of any interested party and after confirming any necessary facts with the ARC, shall furnish a certificate with respect to (i) the approval or disapproval of any improvement on a Lot, (ii) the "grandfather" status of any aspect of a Lot or Dwelling, or (iii) whether any improvement on a Lot was made in compliance herewith. Any person, without actual

notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

Section 3.6 NONLIABILITY FOR ARC ACTION. None of the members of the ARC, the Association or any member of the Board shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ARC, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the ARC shall not inspect, guarantee or warrant the workmanship of the improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the improvement is suitable or fit for its intended purpose. Furthermore, none of the members of the ARC, or any member of the Board shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the ARC, the Board, or otherwise. Finally, neither the Association, the Board, the ARC, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof, or for failure to repair or maintain the same.

Section 3.7 UPKEEP DURING CONSTRUCTION. After approval of any proposed improvement on a Lot, the proposed improvement shall be prosecuted diligently and continuously and shall be completed within the time frame approved by the ARC and in strict conformity with the description of the proposed improvement in the materials submitted to the ARC. No building materials shall be placed upon a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas (specifically including streets) clean during the progress of construction. All construction trash, debris and rubbish on each Lot shall be properly disposed of at least weekly. In no event shall any used construction material be buried on or beneath any Lot or Dwelling. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street. All construction vehicles must be parked on the Lot or in areas designated by the ARC.

Section 3.8 SUBSURFACE CONDITIONS. The approval of plans and specifications by the ARC for any Dwelling or other improvement on a Lot shall not be construed in any respect as a representation or warranty by the ARC to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated improvements thereon.

Section 3.9 NO COMPENSATION OF ARC MEMBERS. The members of the ARC shall not be entitled to any compensation, but are entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

Section 3.11 ARCHITECTURAL GUIDELINES FOR RIVERBEND ADDITION. The ARC from time to time may promulgate, supplement or amend the Architectural Guidelines for Riverbend Addition, subject to Board approval, which provide an outline of minimum acceptable standards for proposed improvements; provided, however, that such outline will serve as a minimum guideline only and the ARC may impose other requirements in connection with its review of any proposed improvements. If the Architectural Guidelines for Riverbend Addition impose requirements that are more stringent than the provisions of this Modification, the provisions of the Architectural Guidelines for Riverbend Addition shall control.

ARTICLE IV **Miscellaneous**

Section 4.1 USE OF COMMON AREA. The Association, the ARC, its directors, officers, managers, employees, agents and attorneys ("Association Parties") shall not in any way be considered an insurer or guarantor of the safety of any person using the Common Area.

Section 4.2 SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Modification, the remainder of the Modification shall remain in full force and effect.

Section 4.3 DELAY IN ENFORCEMENT. No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

Section 4.4 LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, the Association Parties shall have no liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of Article III above, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by an Owner for approval pursuant to the provisions of Article III, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner or Occupant (or their guests, invitees or licensees), or other damage to any Dwelling, improvements or the personal property of such parties, which may be caused by, or arise as result of, any defect, structural or otherwise, in any Dwelling or improvements or the plans and specifications thereof or any past, present or future soil and/or subsurface conditions, known or unknown and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by any Owner or Occupant arising out of or in connection with the use and occupancy of any Lot, Dwelling, or any other improvements situated thereon.

Section 4.5 ENFORCEABILITY. These Restrictions shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the Restrictions or any rules and regulations adopted by the Association or the ARC pursuant to any authority conferred by either of them by these Restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the Restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected at the discretion of the Board.

Section 4.6 REMEDIES. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

Section 4.7 EFFECTIVE DATE/EXISTING VIOLATIONS GRANDFATHERED. The provisions of this Modification shall become effective upon recording; provided, however, that this Modification shall not apply to any construction if a building permit is issued by the City of Hunters Creek prior to that date. Any circumstances, conditions, or improvements which exist prior to the recording date which are not in compliance with this Modification are "grandfathered" and need not comply; provided, however, if any such circumstances, conditions or improvements are voluntarily or involuntarily removed, abated or discontinued after the date this Modification is recorded, such circumstances, conditions or improvements may not be renewed or replaced in a manner inconsistent with this Modification. The Board shall issue an estoppel certificate pursuant to Section 3.5 establishing the grandfathered circumstances of a Lot or Dwelling, upon request by the Owner of the Lot. Notwithstanding the foregoing, this provision shall not be construed to affect the right of the Association or any Lot Owner to proceed with or initiate action against any person who is in violation of the provisions of the prior restrictive covenants after the effective date of this Modification so long as the acts or circumstances constituting a violation of the prior restrictive covenants also violate the provisions of this Modification.

4.8 FUTURE MODIFICATIONS OF THE RESTRICTIONS. The section entitled "Duration" of the 1953 Restrictions is modified by adding the following. Any alteration or modification of the restrictions is effective immediately upon recording and is not deferred to the commencement of the next ten (10) year renewal period.

THIS MODIFICATION IS EXECUTED BY THE UNDERSIGNED OWNERS OF LOTS IN THE SUBDIVISION FOR THE PURPOSES OF MODIFYING THE RESTRICTIONS. BY THEIR SIGNATURE BELOW, EACH OWNER REPRESENTS THAT THEY ARE THE RECORD TITLE OWNER FOR THE PROPERTY DESIGNATED AS OF THE DATE OF THEIR SIGNATURE AND, TO THE EXTENT THEY ARE EXECUTING THIS MODIFICATION IN ANY REPRESENTATIVE CAPACITY, THAT THEY HAVE REQUISITE POWER AND AUTHORITY TO EXECUTE THIS MODIFICATION.

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RIVERBEND PLANNING COMMITTEE, INC., A PROPERTY OWNERS ASSOCIATION WITH JURISDICTION OVER RIVERBEND ADDITION, HARRIS COUNTY, TEXAS, REPRESENTS THAT THE MODIFICATION HAS BEEN APPROVED IN ACCORDANCE WITH THE RESTRICTIONS FOR THE PURPOSES OF MODIFYING THE RESTRICTIONS AND EXECUTES THIS MODIFICATION TO FACILITATE ITS RECORDING IN THE PUBLIC RECORDS OF 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 the 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 of Harris County, Texas on

Riverbend Planning Committee, Inc.,
a Texas nonprofit corporation

By: William S. Tower
Name: William S. Tower
Title: President

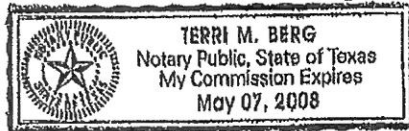
DEC 26 2007



Beverly L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 21, 2007, by William S. Tower, the President of Riverbend Planning Committee, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and as the act of said corporation.



[Notary Seal]

Terri M. Berg
Notary Public Signature

AFTER RECORDING
PLEASE RETURN TO:

Wilson, Cribbs & Goren, P.C.
Attn: Tony Marré
2500 Fannin
Houston, Texas 77002

✓

FILED
2007 DEC 26 PM 2:43
Beverly L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS