

in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee requires the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument signed by two Committee Members, addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure of the Committee to respond to the request for a variance. The grant of a variance shall not be deemed a waiver of future enforcement.

NOW THEREFORE, Article III, Newpoint Estates Homeowners Association, Inc., Section 2. Board of Directors is amended to read as follows:

Section 2. Board of Directors. The Association shall act through a Board of five (5) Directors who must be members of the Association; the Directors shall manage the affairs of the Association as specified in the By-Laws of the Association. At each annual meeting, the Members shall elect the number of directors equal to the number of Directors who terms expire at such time for a term of two years each. The terms of the Directors shall be staggered to ensure that three (3) Directors go up for election one (1) year and two (2) Directors go up for election the following year. The number of Directors and length of term of the Directors may be changed by amendment of the By-Laws of the Association.

The Board is required to amend the By-Laws to conform with this restriction prior to the next annual meeting. *See attached Ancillary Amendment to the By-Laws.*

NOW THEREFORE, Article IV, Covenant for Maintenance Assessments, Section 8. Effect of Nonpayment of Assessments, Remedies of the Association, is amended to read as follows:

Section 8. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall incur a late fee of \$25 and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. The late fee, as specified above, costs and reasonable attorney's fees incurred in such any action shall be added to the amount of such assessment or charge and shall be a lien against the Lot. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens including foreclosure by an action brought in the name of the Association in like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

NOW THEREFORE, Article VI. Use Restrictions, Section 5. Permitted Hours for Construction Activity is amended to read as follows:

Section 5. Permitted Hours for Construction Activity. Except in an emergency or when unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and between 10:00 a.m. and 6:00 p.m. on weekends.

The foregoing amendments to the Declaration set forth above shall be deemed to be part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

The undersigned has been duly authorized to execute and deliver this instrument.

DATED the 27 day of September, 2018.

NEWPOINT ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation

By: Cynthia Forney
Name: Cynthia FORNEY
Title: President

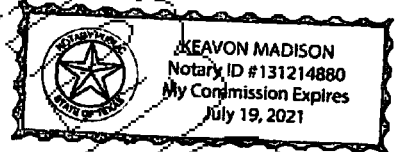
THE STATE OF TEXAS §
 §
COUNTY OF FT. BEND §

Before me, the undersigned authority, on the 27 day of September, 2018, personally appeared Cynthia Forney, President of Newpoint Estates Homeowners Association, Inc., 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 on behalf of the corporation.

Keavon Madison
Notary Public

RECORDED BY:

S SEARS BENNETT & GERDES, LLP
6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479



hereby ratified and confirmed in each and every particular and shall continue in full force and effect pursuant to the terms of the By-Laws.

The undersigned has been duly authorized to execute and deliver this instrument.

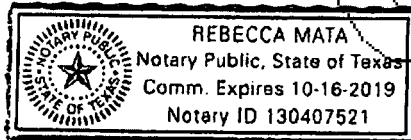
DATED the 27 day of September, 2018.

NEWPOINT ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation

By: Cindy Forney
Name: CINDY FORNEY
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF FT. BEND §

Before me, the undersigned authority, on the 27 day of September, 2018, personally appeared Cynthia Forney, President of Newpoint Estates Homeowners Association, Inc., 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 on behalf of the corporation.



[Signature]
Notary Public