

SECOND AMENDMENT TO COVENANTS AND
CONDITIONS, RULES, REGULATIONS AND
RESTRICTIONS FOR VENETIAN LAKE

THE STATE OF TEXAS *
*
COUNTY OF FORT BEND *

WHEREAS, heretofore, a Declaration of Covenants and Conditions, Rules, Regulations and Restrictions for Venetian Lake (hereinafter referred to as the "Declaration") was executed and entered into by Lake Venice Property Owners Association, Inc. (hereinafter referred to as the "Association" or the "Declarant") on December 13, 1976, and was filed and recorded in Volume 706, Page 488, et seq., of the Deed Records of Fort Bend County, Texas, on December 16, 1976; and

WHEREAS, the Declaration applies to that certain tract of land in Fort Bend County, Texas, being known as Venetian Lake (also known as "Lake Venice") and is hereinafter referred to as the "Lake", and being more particularly described as follows, to-wit:

43.47 acres of land, being known as VENETIAN LAKE and being 31.65 acres in the S. M. Williams League, Abstract 97, and 11.82 acres in the Brown and Belknap League, Abstract 15, City of Sugar Land, Fort Bend County, Texas, and being more particularly described by metes and bound in Exhibit "A", attached hereto and incorporated herein and made a part hereof for all purposes; and as further mentioned and as also described in that certain Special Warranty Deed recorded in Volume 668, Pages 404 through 413 of the Deed Records of Fort Bend County, Texas; and

WHEREAS, under the provisions of Paragraph 10 of the Covenants and Conditions, Rules, Regulations and Restrictions of the Declaration, the Rules and Regulations may be amended or terminated at any time by a two-thirds (2/3) majority vote of the Board of Trustees of the Association; and

WHEREAS, heretofore, Paragraph 1 of the Covenants and Conditions, Rules, Regulations and Restrictions of the Declaration was amended by instrument dated December 15, 1982, and filed and recorded in Volume 1106, Page 242, et seq., of the Deed Records of Fort Bend County, Texas, on December 20, 1982; and

WHEREAS, the Board of Trustees of the Association desires to further amend, in part, Paragraph 1 of the Covenants and Conditions, Rules, Regulations and Restrictions of the Declaration, and to amend, in part,

Paragraphs 6 and 8 of the Covenants and Conditions, Rules, Regulations and Restrictions of the Declaration; and

WHEREAS, at least two-thirds (2/3) of the Board of Trustees of the Association voted at a meeting of the Association to so amend Paragraphs 1, 6 and 8 of the Covenants and Conditions, Rules, Regulations and Restrictions of the Declaration; and

THEREFORE, Paragraphs 1, 6 and 8 of the Covenants and Conditions, Rules, Regulations and Restrictions of the Declaration are hereby amended to read as follows:

COVENANTS AND CONDITIONS, RULES,
REGULATIONS AND RESTRICTIONS

1. Use of the Lake.

Only members in good standing of the Lake Venice Property Owners Association, Inc., and their guests, subject to these Rules and Regulations, shall be allowed access to and use of the Lake. Access to and use of the Lake shall be for recreational purposes only. No person who is not a member in good standing of the Association, or a guest of a member in good standing of the Association, shall be allowed access to or use of the Lake. Lake Venice is a private lake for the use and enjoyment of only the members in good standing of the Association, and all other persons shall be deemed trespassers and are hereby prohibited from access to and use of the Lake. "Members in good standing", as used herein, are only those members of the Association with voting privileges as defined by the By-Laws of Lake Venice Property Owners Association, Inc., and shall not include the owner or ownership of any lot in Venetian Estates Subdivision of Sugar Land, Fort Bend County, Texas, for which any dues, assessments or fees, including any dues, assessments and fees payable by a predecessor in title to such lot, remain unpaid in whole or in part. No member of the Association who is not a member in good standing of Lake Venice Property Owners Association, Inc. shall be a "guest", as used herein. In addition to the foregoing, the Board of Trustees shall have the right to suspend or terminate the right of access to and use of the Lake by any member, and such member's family and guests, who, in the opinion of the Board of Trustees, fails to faithfully comply with each and every of these Rules and Regulations.

6. Fishing.

Members in good standing whose right to access to and use of the Lake have not been suspended or terminated by the Board of Trustees are permitted to fish in the Lake or from the shoreline. Troutlines are to be set no further than five (5) feet into the Lake from the resident's property line and must be parallel to that line. The use of nets and bottle fishing in the Lake is prohibited, except for the limited purpose of conducting fisheries survey reports commissioned by Lake Venice Property Owners Association, Inc.

8. Nuisance.

No noxious or offensive activity shall be permitted upon the Lake, nor shall anything be done thereon which may be or may become an annoyance to other persons using the Lake. Any action or use of the Lake, not herein specifically mentioned, but which is deemed by the Board of Trustees, in its sole discretion, to be injurious to the Lake, hazardous use of the Lake, or detrimental to the mutual benefit of the members of the Association shall be prohibited.

EXECUTED this 7th day of October, A.D., 1986.

ATTEST:  Antoin Tompkins
Secretary

LAKE VENICE PROPERTY OWNERS
ASSOCIATION, INC.

By: Clifford J. Hackett
Clifford J. Hackett, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

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This instrument was acknowledged before me on the 7th day of October, A.D., 1986, by Clifford J. Hackett, President of LAKE VENICE PROPERTY OWNERS ASSOCIATION, INC.


My commission expires:
8/27/90

Eva S. Powers
Notary Public in and for the
State of Texas
Eva S. Powers