

and enforcing the assessments and charges created by The Declaration and all Supplemental Declarations; and

WHEREAS, ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, INC. has been incorporated under the laws of the State of Texas, as a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to herein collectively as "covenants and restrictions") hereafter set forth.

ARTICLE I

Definitions

The following words, when used in this Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Atascocita Community Improvement Association, Inc., its predecessors and assigns.

(b) "The Subdivision" shall mean and refer to Atascocita Shores, Sections One and Two; portions of Pinehurst of Atascocita, Sections One and Two; Pinehurst of Atascocita, Section Four, Pinehurst of Atascocita, Section Six; Pines of Atascocita, Section Three; those portions of Atascocita Shores, Section Three brought within the scheme of The Declaration by the Supplemental Declaration; all subsequent Sections of Atascocita Shores Subdivision, Pinehurst of Atascocita Subdivision and Pines of Atascocita Subdivision brought within the scheme of The Declaration; and other real property (including specifically, but not by way of limitation, all or portions of other subdivisions being or to be developed by Declarant or affiliated subsidiary entities) brought within the scheme of The Declaration under the authority contained herein.

(c) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Supplemental Declaration.

(d) "Subdivision Plat" shall mean and refer to the plat of Atascocita Shores, Section Three, recorded in Volume 212, Page 66 of the Map Records of Harris County, Texas, or any subsequently recorded plat thereof.

(e) "Lot" and/or "Lots" shall mean and refer to those parcels of land which may be created by the Reserve Owner for the purposes of development of said Reserve or portion thereof as a Residential Subdivision. In such event "Lot" and/or "Lots" shall be further defined in a Supplement to this Supplemental Declaration. "The Lots (each Lot) in The Subdivision" shall mean and refer to Lots as defined herein.

in The Declaration, all Supplemental Declarations and all Supplements to this Supplemental Declaration.

(f) "Residential Subdivision" shall mean and refer to that portion of the Properties developed by the Owner thereof for residential purposes only, with individual Lots or Living Units situated therein being separately owned by the residents in said subdivision.

(g) "Living Unit" shall mean and refer to each single family residential unit in structures constructed on any part of this Properties which are owned by the individual residents including, without limitation, townhouses, rowhouses and condominium units, but excluding single-family detached residences.

(h) "Reserve" and/or "Reserves" shall mean and refer to Reserves "A", "B", "D", "E" and "F" as shown on the Subdivision Plat and which are the subject property of this Supplemental Declaration.

(i) "Common Properties" shall mean and refer to any areas of land within the Properties which may be created by any Reserve Owner for the common benefit of all the Owners in The Subdivision, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise for such purpose, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of any plat or Supplement to this Supplemental Declaration, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in The Declaration, all Supplemental Declarations and all Supplements to this Supplemental Declaration.

(j) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners of portions of the Properties, as well as other Owners in the subdivision, constructed on portions of the Properties or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of The Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; swimming pools; tennis courts; boat ramps and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in The Declaration, all Supplemental Declarations and all Supplements to this Supplemental Declaration.

(k) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of The Declaration under the authority provided in The Declaration. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

(l) "Supplement to this Supplemental Declaration" shall mean and refer to any Supplement to this Supplemental Declaration of Covenants and Restrictions which imposes covenants and restrictions upon the Reserves in accordance and consistent with the requirements herein.

(m) "Owner" shall mean and refer to the record owner, or if such Lot is subject to a term purchase contract with Declarant, to the contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which may be situated upon the Properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the (all) Owners in The Subdivision" shall mean and refer to Owners as defined respectively in The Declaration, all Supplemental Declarations and all Supplements to this Supplemental Declaration. When the context indicates, "Owner shall include "Reserve Owner".

(n) "Reserve Owner" shall mean and refer to the record owner of the fee simple title to any Reserve or portion thereof. If such Reserve or portion thereof is the subject of a term purchase contract with Declarant, then "Reserve Owner" shall refer to the contract purchaser, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(o) "Member" and/or "Members shall mean and refer to all those Owners and Reserve Owners who are members of the Association as provided in Article IV, Section 4 hereof, together with all the Owners in The Subdivision who are members of the Association as provided in The Declaration, and all other Supplemental Declarations.

ARTICLE II

Easements

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision Plat further establishes dedications, limitations, reservations and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements, streets, rights-of-way and related rights affecting the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements, streets, rights-of-way and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Supplemental Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Further, Declarant reserves the right, without the

necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes, (including, without limitation, gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties.

Section 3. Title to Easements and Appurtenances Not Conveyed. Title to any portion of the Properties conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon such portion of the Properties or any part thereof to serve said tract or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, enlarging, changing, modifying, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant or the Association's Board of Trustees. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, postal service employees and vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Properties to render any service.

Section 6. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

Section 7. Subsequent Changes and Additions. For the purposes of this Article II, Declarant shall mean and refer to Declarant as defined herein and its successors and assigns of its rights created and reserved hereby, if such successors and assigns acquire any

undeveloped Reserve or portion thereof for the purpose of development. Any Supplement to this Supplemental Declaration shall provide for such rights in favor of the developer of the Reserve or portion thereof which is the subject of such Supplement.

ARTICLE III

Property Subject to this Supplemental Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of all of Atascocita Shores, Section Three (except unrestricted Reserve "C"), being 75.657 acres out of the John Iiams Survey, A-479, Harris County, Texas, according to the Plat thereof recorded in Volume 212, Page 66, of the Map Records of Harris County, Texas (or any subsequently recorded plat thereof); which real property is sometimes hereinafter referred to as the "Existing Property".

Section 2. Mineral Exception. There is hereby excepted from the Properties and Declarant will hereafter except from all its sales and conveyances of the Properties, or any part thereof, all oil, gas, and other minerals in, on, and under the Properties, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for or development of oil, gas, and other minerals.

Section 3. Additions to Existing Property. Additional lands may become subject to the scheme of The Declaration in the following manner:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of The Declaration additional properties in future stages of the development (including, without limitation, subsequent sections of Atascocita Shores Subdivision, Pinhurst of Atascocita Subdivision and Pines of Atascocita Subdivision, and all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities), upon the approval of the Board of Trustees of the Association, in its sole discretion. Any additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of The Declaration to such property, and the execution thereof by members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by The Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in The Declaration as may be applicable to the additional lands.

(b) Other Additions. Upon the approval of the Board of Trustees of the Association, in its sole discretion, the owner of any property who desires to add it to the scheme of The Declaration and to subject it to the jurisdiction of the Association may file of record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the merged or consolidated associations as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by The Declaration or any Supplemental Declaration.

ARTICLE IV

The Association

Section 1. Organization. The Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association in general is to provide for and promote the health, safety, and welfare of the Members, to collect the annual maintenance charges and to administer the Maintenance Fund (as defined herein), to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and the Common Facilities in The Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of The Declaration and all Supplemental Declarations.

Section 3. Trustees. The Association shall act through a five (5) member Board of Trustees, which shall manage the affairs of the Association. The initial Trustees of the Association have been selected by Declarant. Each initial Trustee shall serve for an initial term of ten (10) years and, thereafter, until his successor is duly elected and qualified. Upon the expiration of the term of the initial Trustees, the Members shall elect a Board of Trustees as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial ten (10) year term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the initial ten (10) year term and until his successor is duly elected and qualified. The Trustees shall have the power to select one or more advisory trustees from the residents of The Subdivision to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf of the Association.

Section 4. Members. Each Reserve Owner and each Owner in the event of the creation of a Residential Subdivision within a Reserve, whether one or more persons or entities, shall, upon and by virtue of becoming such applicable Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of the applicable portion of the Properties and may not be separated from such ownership. Whenever such legal

ownership 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.

Section 5. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all the Members of the Association, with the exception of the Declarant. Class A Members shall be entitled to the following votes for the applicable type of land owned in The Subdivision:

- (i) If a Reserve or portion thereof is developed into a Residential Subdivision, then Class A Members shall be entitled to one (1) vote for each Lot or Living Unit in The Subdivision in which they own the requisite interest for membership by The Declaration or any Supplemental Declaration; and
- (ii) If a Reserve or portion thereof is held or developed for any purpose other than set forth in subparagraph (i) immediately above, Class A Members shall be entitled to 1 votes for each acre in the Properties in which they own the requisite interest for membership set forth in this Supplemental Declaration and any other Supplemental Declaration.

When more than one person holds the applicable interest in any such Lot, Living Unit or acre, as the case may be, all such persons shall be Members, and the vote(s) for such Lot, Living Unit or acre shall be exercised as they among themselves determine, but, in no event, shall more than one vote be cast with respect to any such Lot or Living Unit, nor more than 1 votes for each acre.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to eight (8) votes for each Lot and Living Unit in The Subdivision and to 8 votes for each undeveloped and non-residential acre in the Properties in which it holds the interest required for membership by The Declaration or any Supplemental Declaration; provided that the Class B membership shall cease and become converted to Class A membership on the happening of whichever of the following events occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) on January 1, 1983.

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to the number of votes set for a Class A Member by The Declaration or any Supplemental Declaration.

Section 6. Title to Common Properties. The Declarant may retain the legal title to the Common Properties and Common Facilities in The Subdivision until such time as it has completed the

improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title to such Common Properties and Common Facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Properties and Common Facilities granted to the Association in The Declaration and all Supplemental Declarations.

ARTICLE V

Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2. of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities in The Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each Lot, Living Unit and acre or portion thereof in The Subdivision.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) Any Class A Member who is a Member by virtue of ownership of any portion of the Properties which is held or developed for any purpose other than residential purposes with individual ownership of Lots or Living Units shall not be entitled to the common right and easement in and to any Common Property or Common Facility in The Subdivision granted hereinabove; and

(b) The right of the Association, in its discretion, to charge reasonable admission and other fees for the use of the recreational Common Facilities, and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Common Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Common Facilities by guests, invitees or tenants of the Members, including, without limitation, the number of guests, invitees or tenants who may use such Common Properties and Common Facilities or any part thereof; and

(c) The right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to The Subdivision or any part thereof; and

(d) The right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to The Subdivision or any part thereof; and

(e) The right of the Association to convey or dedicate such portions of such Common Properties as its Board of Trustees may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as the location of schools, churches, and hospitals, or for other similar purposes related to the health, safety, and welfare of the Members; and

(f) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties and Facilities in such instances and on such terms as its Board of Trustees may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common Properties; the right of the Association to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to Common Facilities in such instances and on such terms as its Board of Trustees may deem appropriate; and

(g) The right of the Association to suspend the voting rights of a Member or his right to use any recreational Common Facility during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot, Living Unit or his portion of the Properties; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in The Declaration and Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction; and

(h) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II and Article VI hereof, in The Declaration and in all other Supplemental Declarations; and

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Common Facilities in The Subdivision, together with all easement rights granted to Members in The Declaration and all Supplemental Declarations, to the members of his family, his tenants or guests [subject to Section 2.(a) and (b) above], or contract purchasers who reside on his Lot, in his Living Unit, or on his portion of the Properties. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

ARTICLE VI

Annual Assessments

Section 1. The Maintenance Fund. All funds collected by the Association from the regular maintenance charges provided for

in this Article, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in The Subdivision by The Declaration and all other Supplemental Declarations, shall constitute and be known as the "Maintenance Fund." The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members for the following purposes by way of example and not limitation, to-wit: to promote the health, safety, recreation, and welfare of the Members, including, without limitation, the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Properties and Common Facilities in The Subdivision, and any other areas provided by The Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as shrubbery, trees, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of The Subdivision by the Members. The use of the Maintenance Fund for these purposes shall not be obligatory.

In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in The Subdivision which are situated on property owned by Declarant (or affiliated or subsidiary entities) but which then has not been brought within the scheme of The Declaration, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities as its Board of Trustees shall determine, in its sole discretion. Further, if any Common Facilities, whether situated on property within The Subdivision or on property then not subject to the scheme of The Declaration, also are for the use and benefit of persons or entities other than the Owners in The Subdivision, the Association shall have the right and authority to enter agreements with other persons or entities enjoying the use and benefit of such Common Facilities (or their designee), in such instances and on such terms as its Board of Trustees may deem appropriate and acceptable, obligating the Association to contribute, from the Maintenance Fund, a ratable portion of the amounts necessary from time to time to provide for the construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities, and providing for other agreements relative to the use and enjoyment of such Common Facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto.

The Board of Trustees of the Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1. preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Board of Trustees of the Association in good faith shall be binding and conclusive on all Members.

In the event Declarant shall operate any Common Facility in The Subdivision, or such Common Facility shall be operated by others on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant or such other party in connection with operating and maintaining any such Common Facility, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all costs actually incurred by Declarant

or such other party in maintaining and operating such Common Facility, in excess of the actual proceeds realized by Declarant from such operation, as such costs are incurred, to the extent that the balance of the Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Trustees of the Association in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Association. Further, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes fairly allocable to the Common Properties and Common Facilities and accrued subsequent to the recordation of The Declaration, and prior to the date on which title to such Common Properties and Common Facilities is conveyed to the Association by Declarant, which have been actually paid by Declarant.

Each Owner of any tract of land situated within the Properties, by his claim or assertion of ownership or by accepting a deed to such tract, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the maintenance charges and assessments imposed hereby against his portion of the Properties and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each applicable portion of the Properties, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the tract at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Owner shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Properties or Common Facilities, or any part thereof, or by abandonment of his interest in the applicable tract of land.

The maintenance charges and assessments referred to in the immediately preceding paragraph are hereby impressed and imposed on the Properties in the following manner and amounts:

- (a) For so long as the applicable portion of the Properties remains undeveloped, each acre and fractional part thereof is hereby severally subjected to and impressed with a regular annual maintenance charge in the amount of ONE DOLLAR (\$1.00) per acre and portion thereof per annum;
- (b) In the event a Reserve or portion thereof is developed into a Residential Subdivision, then and in such event, each Lot or Living Unit, as applicable, created or constructed in said Residential Subdivision shall be severally subjected to and impressed with a regular annual maintenance charge in the amount of ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$180.00) per annum per Lot or Living Unit. The acreage annual maintenance charge imposed by subparagraph (a) immediately above shall cease and the Lot or Living Unit annual maintenance charge provided for in this subparagraph (b) shall become effective as of the first day of the month immediately following the conveyance of the first Lot or Living Unit, as applicable,

within said Residential Subdivision to a person other than the developer of said residential subdivision; and

- (c) In the event a Reserve or portion thereof is developed for any purpose other than into a Residential Subdivision, then and in such event, each acre and each fractional part thereof of said Reserve or portion thereof shall be severally subjected to and impressed with a regular annual maintenance charge in an amount to be determined by the Board of Trustees of the Association, in their sole discretion based upon the type, density and size of such development, together with the nature of the services to be performed by the Association for such portion of the Properties. The acreage annual maintenance charge imposed by subparagraph (a) above shall cease and the annual maintenance charge provided for in this subparagraph (c) shall commence as of the first day of the month immediately following the completion of improvements (streets, utilities, etc.) within the applicable Reserve or portion thereof as evidenced by the certification of the design engineer for such development.

Section 3. The Annual Maintenance Charge. The annual maintenance charges provided for in Section 2.(a) of this Article VI shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year in which it is made and shall be payable on the day fixed for commencement, or in equal monthly installments over the balance of the year, at the election of the Board of Trustees of the Association. The assessments for each calendar year after the first year shall be due and payable to the Association in advance on January 1st each year, or in twelve (12) equal monthly installments over such year, at the election of the Board of Trustees of the Association. Provided, however, that, upon the purchase of his portion of the Properties (as evidenced by the date of his term Contract of Sale or Deed, or his occupancy, whichever is earlier), each Member shall be obligated to pay to the Association a prorata part of the regular annual maintenance charge assessed on such tract or tracts which shall bear the same ratio to the full annual maintenance charge as the number of full calendar months remaining in the year of purchase bears to twelve (12), and which shall be payable in full upon such purchase or in equal monthly installments over the balance of the year of purchase, as the Association may elect.

The regular annual maintenance charges provided for in Section 2.(b) and (c) shall commence at the times set forth therein, and shall be payable in advance on such date for the balance of the calendar year in which they commence, or in monthly installments as the Board of Trustees may elect, prorata based upon the number of months remaining in said calendar year as a percentage of twelve (12) months.

The Board of Trustees of the Association may decrease or increase the amount of the regular annual maintenance charges provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charges shall become effective prior to the expiration of ninety (90) days from date of its adoption, and each Owner and Reserve Owner, as applicable, shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which

such resolution is adopted; provided, however, that no resolution of the Board of Trustees which fixes the amount of the regular annual maintenance charge for a Lot or Living Unit in excess of three hundred and No/100 Dollars (\$300.00) per year, or in excess of the annual maintenance charge last ratified by the Members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the Lots and Living Units in the Sub-division if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one percent (51%) of the votes of the Members, who are Members of the Association as a result of their ownership of a Lot or Living Unit, who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of such Members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charge or assessment shall take effect retroactively.

If any resolution of the Board of Trustees which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the regular annual maintenance charge last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Trustees may decrease the amount of the annual maintenance charge without ratification by or assent of the Members of the Association.

Section 4. Quorum for any Action Authorized Under Section 3.
The quorum required for any action authorized by Section 3. hereof shall be as follows:

At the first meeting called, as provided in Section 3. hereof, the presence at the meeting of the applicable Members, or of proxies for such membership, entitled to cast sixty percent (60%) of all the votes of such membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 5. Unimproved Lots Owned by Declarant and Builders.
For so long as Declarant (as defined in Section 7 of Article II hereof) is the record owner of the applicable portion of the Properties, and if said portion of the Properties is being developed by Declarant as a Residential Subdivision, Declarant and builders shall pay twenty percent (20%) of the then existing full maintenance charge for each Lot owned by them, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence or Living Units, or the residence or Living Units has been permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable for such Lot. If the annual maintenance charge on such Lot has been prepaid at twenty percent (20%) of the full maintenance charge then assessed for the portion of the calendar year remaining after the full maintenance charge

becomes applicable to such Lot or Living Unit, as herein provided, the then Owner of such Lot or Living Unit shall be obligated to pay to the Association, on the date the full maintenance charge becomes applicable, as herein provided, that prorata portion of eighty percent (80%) of such full maintenance charge then assessed, which shall bear the same ratio to eighty percent (80%) of such full maintenance charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each builder to notify the Association at the time a residence or Living Unit has been substantially completed or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence or Living Unit is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. The term "builder" for the purposes of this Supplemental Declaration is defined as any person, firm, corporation, or other entity who is engaged in the business of building residential structures for sale or rental purposes, and not for his or its personal use or occupancy.

Section 6. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Owner and Reserve Owner for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any such Owner. Written notice of the assessment shall thereupon be sent to every such Owner subject thereto. The Association (or its agent) shall, upon demand at any time, furnish to any such Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Liens to Secure Assessments. The regular annual maintenance charges, as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each applicable portion of the Properties and all improvements thereon, for the benefit of the Association and all Members. Subject to the conditions that the Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

(a) all liens for taxes or special assessments levied by the City, County, and State governments, or any political subdivision or special district thereof, and

(b) all liens securing amounts due or to become due under any term Contract of Sale dated, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable, and

(c) all liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of the portion of the Properties so purchased and the improvements thereon, if improved, when the same is purchased, or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any part of the Properties to be utilized for residential purposes.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free the subject portion of the Properties from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure, be extinguished by any foreclosure.

Section 8. Effect of Non-Payment of Assessment. If any annual maintenance charge is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorneys' fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his tract of land. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 9. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to any portion of the Properties, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE VII

Utility Standby Charge

Those portions of the Properties which are to be served by the Municipal Utility District having jurisdiction are hereby subjected to a "standby charge" in an amount to be determined by the Municipal Utility District created to furnish water and sewer service to the Properties based upon the development of the applicable portion thereof. Each Supplement to this Supplemental Declaration shall establish said amount which shall be controlled by the remaining provisions in this Article. Such charge shall be due and payable on the first day of the thirteenth (13th) month after the date upon which water and sewer service is available at the property line of each tract, and on the first day of each succeeding month thereafter, and ending on the first day of the month preceding the date upon which water and sewer use charges become due and payable for water and sewer service supplied to such tract. To secure the payment of such "standby charge" established hereby, a lien upon each tract is hereby granted to such Municipal Utility District. Such liens shall be enforceable

through appropriate proceedings in law by such beneficiary; provided, however, that each such lien shall be second, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance or request of the Owner of any such tract to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such tract; and further provided that, as a condition precedent to any proceeding to enforce such lien upon any tract on which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action. Such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, shall contain the statement of the delinquent standby charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary will acknowledge in writing its obligation to give the foregoing notice to such holder with respect to the particular property covered by such first mortgage lien. The lien referred to herein shall be deemed to have been reserved in favor of such Municipal Utility District in any deed to any tract or any part thereof, whether or not the same shall be specifically reserved.

ARTICLE VIII

Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Properties, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the property lines), by the Architectural Control Committee constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to them, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any part of the Properties in a manner inconsistent with any provision of this Supplemental Declaration. If the Architectural Control Committee disapproves such plans and specifications, said Committee shall specify the reasons for such disapproval. In such event, new plans and specifications complying with the reasonable requirements of the Architectural Control Committee shall be submitted for approval in accordance with the provisions of this Section. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for the Properties as follows: minimum setbacks;

foundation elevation above mean sea level; the location, height, and extent of fences, walls, or other screening devices; the location, type, size, shape, composition and extent of any building, residence, structure or other improvement and the orientation of structures with respect to garage access, parking facilities and areas and major entry and frontage. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

Section 2. Committee Membership. The Architectural Control Committee is currently composed of Andrew Williams, Jack B. Miller, and J. M. Tipps (who is chairman of the Committee), who by a majority vote, may designate a representative or representatives to act for them [the term "Architectural Control Committee" as used herein shall refer to the individuals presently constituting the Committee, their assignee as permitted herein, or the Committee's designated representative(s)]. In the event of death or resignation of any member or members of Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

Section 3. Transfer of Authority to the Association. The duties, rights, powers and authority of the Architectural Control Committee may be assigned at any time, at the sole election of a majority of the members of the Architectural Control Committee, to the Board of Trustees of the Association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the Board of Trustees of the Association shall have full right, authority and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation a limited number of acceptable exterior materials and/or finishes), which shall constitute guidelines only and shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications. However, plans and specifications detailing compliance with such minimum construction standards and specifications and compliance with the other requirements of this Article VIII shall not be unreasonably rejected by the Architectural Control Committee.

Section 5. Minimum Slab Elevation. Based upon an independent engineering flood study prepared by engineers retained by Declarant and historical and other data available to Declarant, Declarant has determined that the orderly development of The Subdivision and the safety and well-being of the Owners and their property would be served best by further restricting construction in the Properties as follows:

(a) The slab elevation (measured to the top of the finished slab, or finished beam if a pier and beam foundation is utilized) of any building, residence, structure or other improvement or related appurtenance thereto built, placed, constructed, reconstructed or altered on any part of the Properties, shall be not lower than that elevation above mean sea level as shall be adopted by the Harris County Commissioner's Court (or other County authority having jurisdiction) as the official 100 year flood elevation applicable to the Properties (or portions thereof). The determination of the Architectural Control Committee as to the minimum slab elevation applicable to each portion of the Properties under the terms hereof shall be final and conclusive.

(b) No electrical wiring (unless enclosed in water-proof conduit), outlets, fixtures, switches, meters, fuses, circuit breakers or other similar elements of any electrical service system; plumbing drains, outlets, heads, fixtures or other similar openings to the plumbing system; built-in mechanical devices; built-in appliances or the like shall be attached to or situated in or on any building, residence, structure or other improvement or related appurtenance constructed on any part of the Properties at any point lower than the minimum slab elevation applicable to such tract as set forth above.

Each Owner shall submit to the Architectural Control Committee, prior to commencement of construction or erection of any structure, on any part of the Properties, together with the plans and specifications and other data herein required, a certificate from a registered professional engineer (or such other authority as shall be acceptable to the Architectural Control Committee) certifying, in such form as may be required by the Architectural Control Committee, that the elevation above mean sea level of the top of the finished slab (or finished beam, if a pier and beam foundation is utilized) for all portions of such structure is at least that as then prescribed by the above named authorities.

Section 6. Construction Requirements.

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any building, residence, structure or other improvement or related appurtenance situated on a part of the Properties. All residential structures situated on any part of the Properties shall have not less than 51% masonry construction, or its equivalent at the discretion of the Architectural Control Committee, on the exterior wall area, except that detached garages for residences may have wood siding of a type and design expressly approved by the Architectural Control Committee.

(b) All exterior construction of any primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any part of the Properties and all interior construction (including, but not limited to, all electrical outlets

in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

Section 7. Residential Development. Should a part or parts of the Properties be developed as Residential Subdivisions, then, as to such Residential Subdivision:

(a) Sidewalks shall be permitted only upon the express written consent of the Architectural Control Committee. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and, if approved, same shall be constructed and completed before the main residence is occupied.

(b) No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties.

(c) Each kitchen in each residential structure situated on any Lot shall be equipped with a garbage disposal unit and trash compactor, which garbage disposal unit and trash compactor shall at all times be kept in a operative condition.

(d) Before any landscaping shall be done in the front of any newly constructed residential structure, the landscape layout and plans must be first approved by the Architectural Control Committee. Such landscaping is to be done in the parkway area and on the front of the Lot at the time the residential structure is being completed and before occupancy.

(e) All structures situated on any Lot shall have wood shingle roofs unless other roofing materials are expressly approved in writing by the Architectural Control Committee.

(f) No external television antennae will be placed or permitted to be maintained on any structure on any Lot from and after the earliest date on which cable television service is available to such Lot.

ARTICLE IX

General Provisions

Section 1. General Use. The Properties covered by this Supplemental Declaration are an integral part of The Subdivision, and as such, shall only be used for purposes consistent with the overall planned development of The Subdivision. No activity shall be permitted on the Properties or any part thereof which is or shall become noxious, offensive or a nuisance to the neighborhood. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or

annoyance. Any Owner of any part of the Properties is hereby charged with the responsibility to use, maintain and operate, and to see that his tenants, invitees and guests so use, maintain and operate, his property in accordance with the standards utilized in the development of The Subdivision, so as to not unreasonably interfere with the use and enjoyment of The Subdivision by the various Owners thereof. Any use or attempted use of any part of the Properties which is inconsistent with the general welfare, safety and enjoyment of the Owners in The Subdivision is hereby specifically prohibited, and the Association, or any Owner, is hereby entitled to such judicial relief from any such variance or attempted variance as it may deem necessary in the circumstances. Specific granting by the Declarant in any contract or conveyance of rights to use and utilize the portion of the Properties covered thereby for specific purposes shall be deemed to be conclusive evidence that such intended usage is compatible with the overall development of the Subdivision and in the best interests of the Owners in The Subdivision.

All Supplements to this Supplemental Declaration shall contain covenants and restrictions in accordance with the intent evidenced hereby, as well as those specifically set forth herein.

Section 2. Duration. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to The Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2014. During such initial term the covenants and restrictions of this Supplemental Declaration may be changed or terminated only by an instrument signed by the then Owners of all the land comprising The Subdivision and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Supplemental Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the Lots and Living Units and fifty-one percent (51%) of the total land area of The Subdivision not converted to Residential Subdivisions and properly recorded in the appropriate records of Harris County, Texas.

Section 3. Enforcement. The Association or its successors or assigns, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Supplemental Declaration. Failure of the Association, its successors or assigns, or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 4. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Supplemental Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting

any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by The Declaration and this Supplemental Declaration shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 5. Interpretation. If this Supplemental Declaration or any word, clause, sentence, paragraph, or other part hereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of the Declaration and this Supplemental Declaration shall govern.

Section 6. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Supplemental Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 7. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Supplemental Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 9. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Supplemental Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

ARTICLE XI

Ratification: Lienholder

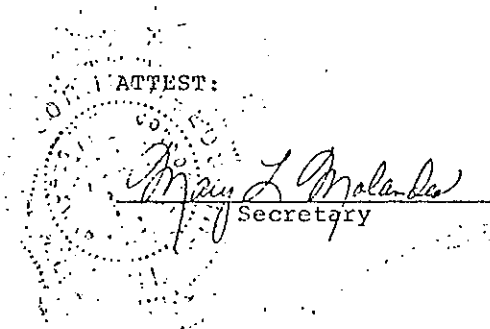
Gibraltar Savings Association, the owner and holder of a lien covering all of the Properties, has executed this Supplemental Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions.

ARTICLE XII

Consent of Board of Trustees of Association

The members of the Board of Trustees of the Association have executed this Supplemental Declaration to evidence its approval of Declarant's election to bring the Properties within the scheme of The Declaration under the authority contained in Article III, Section 3 of The Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, the Lienholder, and the members of the Board of Trustees of the Association, have executed this Supplemental Declaration to be effective, this the 27th day of JUNE, 1978.



ATTEST:

Mary L. Malanda
Secretary

ATTEST:

Michael P. Bruin
Assistant Secretary

JOHNSON-LOGGINS, INC.

By J. M. Tipps
Exec Vice President
J. M. Tipps
Executive Vice President
DECLARANT

GIBRALTAR SAVINGS ASSOCIATION

By Charles R. Ackerman
V. President
LIENHOLDER

for Charles R. Ackerman
Wylie R. Wisely, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

Dan D. Peterson
Dan D. Peterson, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

J. M. Tipps
J. M. Tipps, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

Jack B. Miller
Jack B. Miller, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

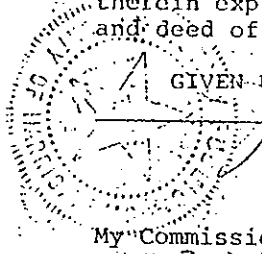
Olin L. Harn
Olin L. Harn, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

BOARD OF TRUSTEES

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were present at the time the instrument was filed and recorded.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John T. Pops, Exec. Vice, President of JOHNSON-LOGGINS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of June, 1978.

Leigh Ann Mueff
Notary Public in and for
Harris County, T e x a s

My Commission Expires:
3-24-80

LEIGH ANN MUEFF
(Print Name)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Ackerman, Vice, President of GIBRALTAR SAVINGS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of June, 1978.

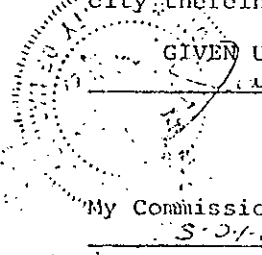
Carmen Wallis
Notary Public in and for
Harris County, T e x a s

My Commission Expires:
6/22/80

Carmen Wallis
(Print Name)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CLIN L. HAEN, Member of the Board of Trustees of APASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of June, 1978.

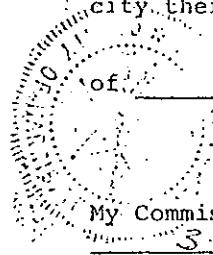
Leigh Ann Mueff
Notary Public in and for
Harris County, T e x a s

My Commission Expires:
5-21-80

LEIGH ANN MUEFF
(Print Name)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAN D. PETERSON, Member of the Board of Trustees of ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

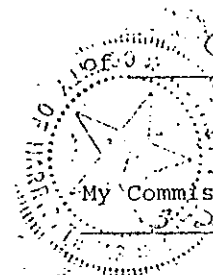


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of June, 1978.

Leigh Ann Murff
Notary Public in and for
Harris County, T e x a s
LEIGH ANN MURFF
(Print Name)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. Tipps, Member of the Board of Trustees of ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

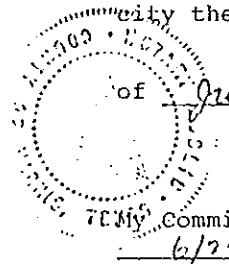


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of June, 1978.

Leigh Ann Murff
Notary Public in and for
Harris County, T e x a s
LEIGH ANN MURFF
(Print Name)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Ackerman, Member of the Board of Trustees of ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

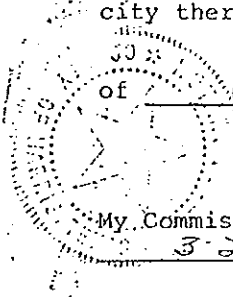


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of June, 1978.

Carmen Wallis
Notary Public in and for
Harris County, T e x a s
CARMEN WALLIS
(Print Name)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared YACI MAUER, Member of the Board of Trustees of ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

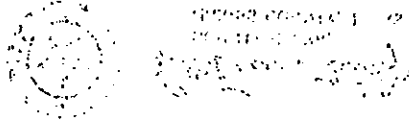


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of June, 1978.

Leigh Ann Muff
Notary Public in and for
Harris County, T e x a s

My Commission Expires:
3-24-80

LEIGH ANN MUFF
(Print Name)



199-01-0753

FILED
JUN 27 3 59 PM 1978
HARRIS COUNTY, TEXAS

JUN 27 3 59 PM 1978

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 on

JUN 27 1978



Robert C. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS