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composed of wooden shingles. The color and quality of such roof materials shall be subject to the approval of the Architectural Committee, and unless the color and quality of such roof materials comply with the terms of any Supplemental Declaration or any applicable Rules and Regulations.

Section 5.4. Building Set-Back Lines. No Improvements shall be located on any Residential Site nearer to the front property line than twenty-five (25) feet; provided however, for any residential site which fronts on a cul-de-sac as shown on the Plat, no Improvements shall be located on such Residential Site nearer to the front property line than twenty (20) feet. Subject to the provisions of Section 5.5 hereof, no Improvement shall be located nearer than ten (10) feet to the rear property line or to any street side property line or near therein five (5) feet to an interior side property line. For purposes of this Section 5.4 and other provisions of this Supplemental Declaration, the "front property line" is the common boundary of any Residential Site with a street, and in the case of a corner lot (with a common boundary on two streets or one street and a cul-de-sac) the boundary from which the Improvement set-back distance is larger. All Dwelling Units built in the Eighth Subdivision shall face the front line of the Residential Site on which each such Dwelling Unit is built unless a deviation from this provision is provided by a specific provision of a Supplemental Declaration or unless the deviation is approved in advance in writing by the Architectural Committee. The term "Improvements" as used in this Article V shall not include concrete drives, walks, landscaping, air conditioning units, fences, eaves, ducts and unroofed terraces; provided, however, in no event shall any portion of the Improvements on a Residential Site encroach upon another Residential Site.

The Architectural Committee shall have the right to grant exceptions or variances to the building set-back lines shown on the Plat when doing so will not be inconsistent with the overall plans for development of the Eighth Subdivision and such exceptions or variances are permitted by law.

Section 5.5. Composite Building Site. In the event that the Architectural Committee approves, in writing, the consolidation of one (1) or more adjoining Residential Sites (or portions thereof) into one Residential Site, with the privilege of placing or constructing one (1) Dwelling Unit on such resulting Residential Site, then the side set-back lines for such Residential Site shall be measured from the resulting side property line of such Residential Site rather than from the set-back line indicated on the Plat or described in Section 5.4 above. The required building set-back line for the front property lines of such composite Residential Sites shall remain twenty-five (25) feet. Upon receipt of written approval of the Architectural Committee to consolidate one (1) or more Residential Sites into

one (1) Residential Site, such composite Residential Site shall thereupon be regarded as one (1) Residential Site for all purposes under this Supplemental Declaration and the Community Declaration.

Section 5.6. Visual Obstruction at the Intersections of Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the streets in the Eighth Subdivision within the triangular area formed by the intersecting street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

Section 5.7. Walls and Fences. No fence or wall may be built on any Residential Site except as may be expressly permitted from time to time by written approval of the Architectural Committee at its sole and absolute discretion. Provided, however, the Architectural Committee shall not permit nor approve (i) any fence or wall constructed of chain link or any other material which is not, in the sole opinion of the Architectural Committee, aesthetically compatible with structures, fences or walls located on or adjacent to or visible from the particular Residential Site; nor (ii) any fence or wall to be located nearer to the front property line than the front building set back line which exceeds two (2) feet in height; nor (iii) any fence or wall which, in the sole opinion of the Architectural Committee, unreasonably obstructs the adjacent property owner's visibility of the golf course area; nor (iv) any fence or wall which, in the sole opinion of the Architectural Committee, is, by design or construction, aesthetically or architecturally incompatible with any fence, wall or structure located on adjoining lots or visible from the particular Residential Site. No Owner shall construct a fence so as to enclose any portion of a Landscape Reserve as shown on the Plat. Authorization of the construction of any one or more fences or walls pursuant to this section shall not in any way obligate the Architectural Committee to authorize the construction of any other fence or wall. The Architectural Committee is hereby authorized to draft, publish and amend, from time to time, at its sole and absolute discretion, fence and wall requirements which Residential Sites located in the Eighth Subdivision. Such requirements shall in every way be consistent with the dual objectives of permitting high visibility of golf course and other Common Areas from all Residential Sites and permitting only high quality architectural construction and design.

Section 5.8. Removal of Trash and Debris During Construction. During the construction, repair and/or restoration of Improvements, each Owner or party constructing Improvements for an Owner ("Builder") shall remove and haul from the Residential Sites all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Residential Site to permit construction of the Improvements, including landscaping. No

burning of trash or other debris is permitted on any Residential Site, and no materials or trash hauled from any Residential Site may be placed elsewhere within the Project Area, unless approved in writing by the Architectural Committee. Additionally, each Owner or Builder, during construction of Improvements, shall continuously keep the Residential Site in a reasonably clean and organized condition. Papers, rubbish, trash, scrap and unuseable building materials are to be kept, picked up and hauled from the Residential Site on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials or dirt shall be placed in any street. Any such trash, materials or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay, not less frequently than daily.

Section 5.9. Access Easement for Owners. A nonexclusive easement is hereby granted to each Owner in and to Residential Sites for the purpose of reasonable and necessary access to such Owner's Residential Site for construction, maintenance and repair of Improvements thereon, provided that the Owner using an adjacent Residential Site for access purposes (the "Easement Site") shall keep such Easement Site free of any trash, rubbish and/or any other materials at all times during or after construction. Prior to any exercise of the access easement granted in this Section 5.9, the Owner or Builder of the Residential Site intending to exercise such easement upon, over or across the Easement Site shall give notice of such intent to the Owner (or Occupant) of the Easement Site. Unless otherwise authorized in writing by the Owner of the Easement Site, such access easement may be utilized only between the hours, local time, of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m., Saturday, and may be utilized only if the Owner (or Occupant) intending to use such access easement gives at least twenty-four (24) hours notice (oral or written) to the Owner (or Occupant) of the Easement Site (except in the case of an emergency or in the event that no Improvements have been constructed on the Easement Site, in which case no notice need be given). In all events, the use of the Easement Site shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Easement Site by the Owner (or Occupant) of such Easement Site.

#### ARTICLE VI

##### EASEMENTS AND UTILITIES

Section 6.1. Utility Easements on Plat. The utility easements shown on the Plat are dedicated with the reservation that such utility easements are for the use or benefit of any public or private utility operating within the Project Area in Galveston County, Texas, as well as for the benefit of the Association and the Owners to allow for the construction, repair,

maintenance and operation of a system or systems of electric light and power, telephone lines, cable television lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Declarant or Association may find necessary or proper.

Section 6.2. Title of Utility Lines. The title conveyed to any Residential Site within the Eighth Subdivision shall not be held or construed to include the title to the water, gas, electricity, cable television, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Declarant or Association, or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Declarant or Association and their successors and assigns. The Owners of the respective Residential Sites shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Residential Sites, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Residential Site.

Section 6.3. Fence Easement. There is reserved to the Community Association a fence easement as shown on the Plat. The Community Association may construct, repair and maintain a fence system along and over such easements. The Community Association shall further have a reasonable right of ingress and egress across each Residential Lot adjacent to the fence easement for the purposes of installing, maintaining, constructing and repairing any fence in the fence easement. The title to any Residential Site upon which there is a fence easement shall not be held or construed to include title to the fence or to any portion thereof. Neither the Declarant nor the Association or their successors or assigns shall be liable to the Owners for any damage done to any shrubbery, trees, flowers or other property of any such Owner situated on any portion of a Residential Site covered by the fence easement.

Section 6.4. No Improvements to be Constructed Over Easements. No improvements shall be located over, under, upon or across any portion of any utility easement, except as otherwise provided herein. The Owner of each Residential Site shall have the right, subject to other provisions of the Community Declaration and this Supplemental Declaration covering



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architectural approval of Improvements, to construct, keep and maintain landscaping, paving and drives across any utility easements across the front of his Residential Site and shall be entitled to cross such utility easements at all times for the purpose of gaining access to his Residential Site. The Owner of each Residential Site shall also have the right, subject to other provisions of the Community Declaration and this Supplemental Declaration covering architectural approval of Improvements, to construct, keep and maintain landscaping, air conditioning units and equipment and similar equipment over, across or upon any utility easements along the side of a Residential Site (other than along any side of a Residential Site which is adjacent to a street right-of-way) and shall be entitled to cross such utility easements at all times for the purpose of gaining access to his Residential Site.

Section 6.5. No Liability to Owners. Neither the Declarant or Association, nor their successors or assigns, shall be liable to the Owners for any damage done by any utility company or any of their agents or employees to shrubbery, trees, flowers or other property of any Owner situated on a portion of a Residential Site covered by a utility easement.

#### ARTICLE VII

##### ANNEXATION OF DEVELOPMENT LAND

Section 7.1. Further Development. Reference is hereby made to the fact that Declarant, and certain affiliates of Declarant or Declarant's general partners, currently own other tracts or parcels of land situated within the Project Area or may hereafter acquire other land within the vicinity of the Project Area (which land now owned by Declarant or hereafter acquired by Declarant is collectively herein referred to as the "Development Land"). It is currently contemplated by Declarant and the aforementioned affiliates that a portion of the Development Land will be developed in various stages or phases for residential purposes; however, the foregoing is only a current intention and is subject to change without notice. It is also the present intention of Declarant and such affiliates that if such development occurs, mutual easements (including utility easements), licenses and rights shall be granted for the benefit of the Association and Owners of Dwelling Units in the Project, and the present and future owners and tenants owning or leasing improvements in any developments now or hereafter constructed on the Development Land. In order to effectuate such intentions,

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certain easements are herein retained and granted, and provision is made for certain rights to be granted to the Association or the Owners to acquire easements and rights with respect to current and future development on the Development Land. From and after the date hereof until the Election Date, Declarant shall retain and have the power, without the consent of any other Owner or the Community Association, to annex portions of the Development Land into the Eighth Subdivision provided that the property so annexed is to be developed in a manner similar to the Eighth Subdivision in accordance with a general plan of development under which (i) the architectural standards prevailing within the Project Area will be continued in such annexed property, (ii) the type of Dwelling Units to be constructed in such annexed property will be similar or greater in value and cost to the Dwelling Unit in the Project Area, and (iii) the annexed property will become subject to assessment in the same manner as is prevailing for the Project Area. Declarant shall also be entitled to annex portions of the Development Land into the Eighth Subdivision after the Election Date, without the consent of any other Owner or the Community Association, provided that the first annexation proposed by Declarant subsequent to the Election Date is effected prior to the third annual anniversary of the Election Date, as extended by Excusable Delays, and any subsequent annexation proposed by Declarant is effected prior to the third annual anniversary of the Recordation of the most recently Recorded Supplemental Declaration annexing a portion of the Development Land into the Eighth Subdivision, as extended by Excusable Delays. If Declarant desires to annex portions of the Development Land into the Eighth Subdivision at any time after the third annual anniversary of the Election Date or the third annual anniversary of the Recordation of the most recently Recorded Supplemental Declaration annexing a portion of the Development Land into the Eighth Subdivision, Declarant shall be entitled to annex such Development Land into the Eighth Subdivision with the written approval (by written instrument or written ballot) of those Members holding not less than sixty-seven percent (67%) of the voting power within the Association (exclusive of the voting power of the Declarant). However, any annexation subsequent to an annexation approved by such Members shall not require the vote of the Members described in the preceding sentence if such annexation occurs prior to the third annual anniversary of the Recordation of the most recently Recorded Supplemental Declaration annexing a portion of the Development Land into the Eighth Subdivision, as extended by Excusable Delays. The additions authorized under this Section 7.1 shall be made by filing a Supplemental Declaration of record with respect to the property to be annexed into the Eighth Subdivision. Such Supplemental Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Supplemental Declaration as may be necessary to reflect the different character, if any, of the additional property and the Improvements to be constructed thereon. In no event, however, shall such Supplemental Declaration revoke,

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modify or add to the covenants established by this Supplemental Declaration with respect to the property described on Exhibit "A" attached hereto.

Section 7.2. Easements and Rights Presently Reserved.

Declarant hereby reserves unto itself, its successors and assigns, a nonexclusive easement and right-of-way for ingress, egress and parking over, across and through all streets and roadways (private or otherwise) shown on the Plat, said easement and right-of-way to expire on the Election Date, if Declarant has not, prior to such date, annexed portions of the Development Land into the Eighth Subdivision.

Section 7.3. Obligation to Grant Reciprocal Rights.

Declarant may, from time to time, assign one or more of the easements set out in this Article VII to such persons or entities as its desires, including but not limited to an owner's associations, but in no event to any person or entity that does not have an interest in a tract or parcel of land situated within the Development Land, it being intended that the right to use such easements be limited to parties residing on or using the Development Land or the Project, and their guests and invitees. No assignment of any such easement or easements shall be made unless concurrently therewith the parties, or representatives thereof, who are being granted such rights also grant to the Owners in the Eighth Subdivision or the Association a reciprocal easement or easements with respect to any similar facilities, if any, owned by such parties and located on the Development Land, or any part thereof. Subject to all of the provisions of this Article VII, Declarant and its successors and assigns may make multiple nonexclusive assignments of the easements herein granted to it.

Section 7.4. Allocation of Expenses. If any of the easements and rights granted by this Article VII are assigned to other entities or persons in connection with developments on the Development Land as set out in Section 7.2 above, all such assignments shall provide that the assignees thereunder shall bear their proportionate share of the costs of maintaining, using and operating the street, road, recreational facility or other facility, as the case may be, as to which such right is granted. Such sharing of costs and expenses shall be based upon the actual costs of ownership, operation and maintenance of the facility in question, and shall be borne pro rate by all persons having the right to make use thereof based upon the number of Residential Sites or other residential units owned or leased by such assignee and the number of Residential Sites having said rights. The time of payment of such costs, and the methodology of ascertaining same, shall be specified in the instrument from Declarant or its successors and assigns to its assignee and shall be binding upon

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the Owners and the Community Association and such assignees provided that the cost allocation shall be based upon the basis as hereinabove provided or some other equitable basis.

Section 7.5. Authority of Board. The Board shall have, and is hereby granted, the necessary and requisite authority to enter into such cross-easement and cross-use agreements, or other agreements howsoever designated, as may be necessary to effectuate the intents and purposes of this Article VII.

Section 7.6. Development Land. This Supplemental Declaration, including without limitation this Article VII, shall have no force or effect and shall not constitute any encumbrance with respect to the Development Land or any part thereof. Reference is made herein in this Article VII to the Development Land solely for purposes of describing certain reciprocal easements and other rights that may hereafter arise as between the Project Area and the Development Land and limiting the parties to whom the easements hereby reserved with regard to the Project may be assigned. No easements or rights are hereby granted or reserved as to the Development Land, and no easement or other right referred to in this Article VII with respect to the Development Land or any part thereof shall be of any force or effect unless set forth in a document executed by the owner or owners of the part of the Development Land to be subject to such right or easement, which document, or a memorandum thereof, is hereafter recorded in the office of the Clerk and Recorder of Galveston County, Texas.

#### ARTICLE VIII

##### GAS SERVICE

Section 8.1. Gas Service. Entex, Inc. has agreed to provide natural gas service to all Residential Sites, provided certain minimum usage is made of such service. Pursuant to the contract providing such service, all Dwelling Units shall have a minimum of gas water heating, and gas central comfort heating, or pay a non-utilization fee. If, however, any Dwelling Units completed in the Eighth Subdivision do not utilize both gas water heating and gas central comfort heating appliances, then the Owner of such Dwelling Unit at the time of constructing such improvements shall pay to Entex, Inc. the non-utilization of gas facilities charge set by Entex, Inc. for such Dwelling Unit. This non-utilization charge shall be due thirty (30) days from completion of such Dwelling Unit. In the event this non-utilizing charge is not timely paid by the Owner of the non-utilizing Dwelling Unit, after demand is made for such payment, the Declarant or the Association may, at their option, pay such charge and the payment so made, if any, shall subject such Dwelling Unit to a Reimbursement Assessment.



## ARTICLE IX

MISCELLANEOUS PROVISIONS

**Section 9.1. Amendment and Duration.** This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Sections 11.2, 11.3 (including the provisions of Section 11.3 of the Community Declaration pertaining to Recreation Cost Centers, if applicable) and 11.4 of the Community Declaration as if they applied to this Supplemental Declaration; provided, however, that the approval under Section 11.3 of the Community Declaration shall require only the approval of not less than seventy-five percent (75%) of the voting power, present in person or by proxy, of the Owners of Residential Sites within the Eighth Subdivision (inclusive of the voting power of Declarant) and shall not require the approval of any Government Mortgage Agencies. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Community Declaration remains in effect, in accordance with Article XI, Section 11.1 of the Community Declaration. All or a portion of the Eighth Subdivision may be withdrawn from the coverage of this Supplemental Declaration by Declarant and/or the Owners, as applicable, by complying with the same procedure for withdrawing property from the coverage of the Community Declaration, as set forth in Section 3.5 of the Community Declaration. All references to "this Community Declaration" and to the "Community Association" in Sections 3.5, 11.1, 11.2, 11.3 and 11.4 of the Community Declaration shall be deemed to refer to this Supplemental Declaration and the Condominium Association, respectively. The reference to the "Appointment Period" in Section 11.2 of the Community Declaration shall be deemed to refer to the Election Date, and the reference to the "Community Association Area" in Section 11.4 of the Community Declaration shall be deemed to refer to the Third Subdivision.

**Section 9.2. Enforcement and No Representations.** Reference is hereby made to the provisions of Sections 11.14, 11.15, 11.16, 11.17, 11.18, 11.19, 11.20, 11.21 and 11.22 of the Community Declaration, which sections are hereby incorporated in this Supplemental Declaration by such reference as though set forth fully herein, with all references to "this Community Declaration" in such sections of the Community Declaration being deemed to refer to this Supplemental Declaration and all references to the "Community Association" in such sections of the Community Declaration being deemed to refer to both the Community Association. The reference to "Annexable Area" in Section 11.18 of the Community Declaration shall be deemed to refer to the Development Land.

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Section 9.3. Mortgage Protection. Reference is hereby made to the provisions of Sections 11.6, 11.7, 11.8, 11.9, 11.10, 11.11 and 11.12 of the Community Declaration, which sections are hereby incorporated in this Supplemental Declaration by such reference as though set forth fully herein, with all references to "this Community Declaration", "the Community Association Area", "the Community Association Properties", "the Community Association" and "Assessments" in such sections of the Community Declaration being deemed to refer to this Supplemental Declaration, the Eighth Subdivision, and the Common Areas, respectively. Additionally, the reference to "the liens described in Article VIII of this Community Declaration" in Section 11.18 of the Community Declaration shall be deemed to refer to the liens described in Article X of this Supplemental Declaration.

Section 9.4. Vacating of Plat or Correction of Plat By Declarant and Owners. No provision of this Supplemental Declaration shall preclude the Declarant and/or Owners of Residential Sites in the Eighth Subdivision from filing a replat to correct any error in the original platting or replatting of such Residential Sites in the Eighth Subdivision provided that such vacating or replatting is done in accordance with Texas Revised Civil Statutes, Article 974a, such as an error in any course or distance shown on the prior plat, an error in the description of the real property shown on the prior plat or any other type of scrivener or clerical error or omission in the description of the real property on the prior plat or otherwise.

Section 9.5. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the Community Declaration to promote and effectuate the fundamental concepts of the Community Association Area, as set forth in the Community Declaration.

Section 9.6. Severability. Each of the provisions of this Supplemental Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 9.7. Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 9.8. Captions for Convenience. The titles, headings and captions used in this Supplemental Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Supplemental Declaration.

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Section 9.9. Notices. Reference is hereby made to Section 11.13 of the Community Declaration, which section is hereby incorporated in this Supplemental Declaration by such reference as though set forth fully herein, with all references to "this Community Declaration" and to the "Community Association" in such section of the Community Declaration being deemed to refer to this Supplemental Declaration.

Section 9.10. Delay in Enforcement. No delay in enforcing the provisions of this Supplemental Declaration as 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 and later time or times.

EXECUTED as of this the 16<sup>th</sup> day of November, 1987.

SOUTH SHORE HARBOUR DEVELOPMENT,  
LIMITED, A Texas Limited Partnership

By: Anrem Corporation,  
a Texas corporation,  
General Partner

By: Michael W. McCroskey  
Michael W. McCroskey,  
President