

Hold for Harbour Title Company

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SUPPLEMENTAL DECLARATION
FOR
TWELFTH SUBDIVISION
OF
SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

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Table of Contents

<u>Article</u>	<u>Caption</u>	<u>Page Number</u>
PREAMBLE		1
ARTICLE I	DEFINITIONS	2
Section 1.1	Common Household Group	2
Section 1.2	Delegate District No. 12	2
Section 1.3	Dwelling Unit	2
Section 1.4	Twelfth Subdivision	2
Section 1.5	Plat	2
Section 1.6	Related User	3
ARTICLE II	ESTABLISHMENT OF GENERAL PLAN	3
Section 2.1	General Plan and Declaration	3
Section 2.2	Equitable Servitudes	3
Section 2.3	Covenants Appurtenant	3
Section 2.4	Land Classifications	4
Section 2.5	Recreation Cost Center and Maximum RFCA	4
Section 2.6	Twelfth Subdivision Assessments	5
Section 2.7	Delegate District	5
ARTICLE III	COMMUNITY ASSOCIATION PROPERTIES	5
Section 3.1	Member's Rights of Use and Enjoyment of Community Association Properties	5
Section 3.2	Delegation of Rights of Use	5
ARTICLE IV	USE RESTRICTIONS	6
Section 4.1	Residential Use	7
Section 4.2	No Hanging Articles	7
Section 4.3	No Further Subdivision	7
Section 4.4	View Restrictions	7
Section 4.5	Landscaping	8
Section 4.6	Vehicle Restriction	8
Section 4.7	Animals	9
Section 4.8	Restriction on Exterior Lighting	10
Section 4.9	Casualty Insurance for Improvements	10
Section 4.10	Solar Energy Installations	10
Section 4.11	Drilling or Mining	11
Section 4.12	Restricted Access	11

ARTICLE V	CONSTRUCTION RELATED RESTRICTIONS	11
Section 5.1	Heights and Character of Dwelling Units	11
Section 5.2	Minimum Square Footage	11
Section 5.3	Masonry and Roof Requirements	11
Section 5.4	Building Set-Back Lines	12
Section 5.5	Composite Building Site	12
Section 5.6	Visual Obstruction at the Intersections of Streets	13
Section 5.7	Walls and Fences	13
Section 5.8	Removal of Trash and Debris During Construction	13
Section 5.9	Access Easement for Owners	14
ARTICLE VI	EASEMENTS AND UTILITIES	14
Section 6.1	Utility Easements on Plat	14
Section 6.2	Title of Utility Lines	15
Section 6.3	Fence Easement	15
Section 6.4	No Improvements to be Constructed Over Easements	15
Section 6.5	No Liability to Owners	16
ARTICLE VII	ANNEXATION OF DEVELOPMENT LAND	16
Section 7.1	Further Development	16
Section 7.2	Easements and Rights Presently Reserved	18
Section 7.3	Obligation to Grant Reciprocal Rights	18
Section 7.4	Allocation of Expenses	18
Section 7.5	Authority of Board	19
Section 7.6	Development Land	19
ARTICLE VIII	GAS SERVICE	19
Section 8.1	Gas Service	19
ARTICLE IX	MISCELLANEOUS PROVISIONS	20
Section 9.1	Amendment and Duration	20
Section 9.2	Enforcement and No Representations	20
Section 9.3	Mortgage Protection	21
Section 9.4	Vacating of Plat or Correction of Plat by Declarant and Owners	21
Section 9.5	Restrictions Construed Together	21
Section 9.6	Severability	21
Section 9.7	Number and Gender	21
Section 9.8	Captions for Convenience	21
Section 9.9	Notices	22
Section 9.10	Delay in Enforcement	22

SUPPLEMENTAL DECLARATION
FOR
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SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

This Supplemental Declaration is made as of the _____ day of _____, 1988, by South Shore Harbour Development, Limited, a Texas Limited Partnership ("Declarant").

P R E A M B L E:

A. Declarant is the Owner of certain real property described as the "Project Area" in that certain Community Declaration for South Shore Harbour Community Association, Inc. dated August 5, 1982, which was Recorded on August 6, 1982, in the Official Public Records of Real Property of Galveston County, Texas, under Clerk's File No. 8222944 as amended by the First Amendment to the Community Declarations of Easements, Restrictions and Covenant dated as of May 5, 1983, which was recorded on May 26, 1983, in the Official Public Records Real Property of Galveston County, Texas, under Clerk's File No. 8318392, (collectively the "Community Declaration").

B. That certain 19.413 acre tract owned by Declarant and described as South Shore Harbour, Section 10, out of the Michael Muldoon Two League Grant, Abstract Number 18, League City, Galveston County, Texas, and further described on the "Plat" (as hereinafter defined), is part of the Project Area and Declarant intends to improve such real property (the "Twelfth Subdivision") as part of the planned community known as "South Shore Harbour" in accordance with the terms of the Community Declaration. In furtherance of the plan for the development of the Community Association Area described in the Community Declaration, Declarant intends to improve and sell the Privately Owned Sites in the Twelfth Subdivision as Residential Sites and to maintain other portions of the Twelfth Subdivision as Common Area for the primary use and benefit of (a) all Owners of Privately Owned Sites in the Twelfth Subdivision and (b) other Owners of Privately Owned Sites to be annexed into the Twelfth Subdivision and Community Association Area in accordance with the terms of this Supplemental Declaration and the Community Declaration, respectively. The Owners who own Residential Sites in the Twelfth Subdivision Subdivision and their Sites and the Common Area described in Section 2.4B hereon shall be subject to the provisions of the Community Declaration and this Supplemental Declaration.

C. Pursuant to Article III of the Community Declaration, Declarant wishes to designate the Twelfth Subdivision, and any portion of the "Development Land" (as hereinafter defined) hereafter annexed into the Twelfth Subdivision, as Delegate District No. 12, and to impose additional covenants, conditions,

restrictions and reservations on the Twelfth Subdivision, as hereinafter described.

THEREFORE, DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided herein, the capitalized terms in this Supplemental Declaration shall have the same meaning as any similarly capitalized and defined terms within the Community Declaration. The following words and phrases when used in this Supplemental Declaration shall have the meanings hereinafter specified.

Section 1.1. Common Household Group. "Common Household Group" shall mean one or more natural Persons, each related to the other by blood, marriage or legal adoption, or a group of no more than four (4) such Persons not all so related, together with his or their domestic servants, all of whom maintain a common household in a Dwelling Unit on a Residential Site within the Twelfth Subdivision.

Section 1.2. Delegate District No. 12. "Delegate District No. 12" shall mean all of the Twelfth Subdivision together with such other portion of the Development Land with respect to which one or more Supplemental Declarations shall be Recorded, if at all pursuant to Section 3.3 of the Community Declaration, declaring such portion of the Annexable Area to be a portion of Delegate District No. 12. As further provided in the Community Declaration, the Owners of Residential Sites in Delegate District No. 12 shall collectively be entitled to one (1) Delegate to the Community Association.

Section 1.3. Dwelling Unit. "Dwelling Unit" shall mean a residential building designed for, and limited and restricted to occupancy by a common household group on a Residential Site, not including an accessory building or garage.

Section 1.4. Twelfth Subdivision. "Twelfth Subdivision" shall mean the seventy-two (72) Residential Sites and Common Area described on the Plat, and any portion of the development land hereinafter annexed into the Twelfth Subdivision. The Twelfth Subdivision is a part of the Community Association Area and is subject to the provisions of the Community Declaration.

Section 1.5. Plat. "Plat" shall mean the plat of the Twelfth Subdivision entitled "Plat of South Shore Harbour, Section 10, recorded in Plat Record 18, Map Number 188, of the Galveston County Map Records.

Section 1.6. Related User. "Related User" shall mean any member of the Common Household Group of an Owner who resides with such Owner, guests and invitees of any Owner; employees of any Owner; and occupants, tenants and contract purchasers residing in a Dwelling Unit of an Owner who claim by, through or under an Owner.

ARTICLE II

ESTABLISHMENT OF GENERAL PLAN

Section 2.1. General Plan and Declaration. This Supplemental Declaration is hereby established as a part of, pursuant to and in furtherance of, a common and general plan created in accordance with the Community Declaration for the improvement and sale of Sites within the Twelfth Subdivision and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Twelfth Subdivision and the Project Area. Declarant, for itself, its successors and assigns, hereby declares that the Twelfth Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in the Community Declaration and this Supplemental Declaration, for the duration thereof. The Residential Sites and Common Area in the Twelfth Subdivision are hereby annexed into and made subject to the jurisdiction of the Association and the Community Declaration.

Section 2.2. Equitable Servitudes. The Covenants, Conditions and Restrictions of the Community Declaration and this Supplemental Declaration are hereby imposed as equitable servitudes upon each Privately Owned Site and the Community Association Properties within the Twelfth Subdivision, as a servient estate, for the benefit of each and every other Privately Owned Site and Community Association Properties within the Community Association Area, as the dominant estate.

Section 2.3. Covenants Appurtenant. The Covenants, Conditions and Restrictions of the Community Declaration and this Supplemental Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the Twelfth Subdivision, and each Privately Owned Site and the Common Area therein, and shall be binding upon and inure to the benefit of, (a) the Twelfth Subdivision, (b) Declarant and its successors and assigns, (c) the Community Association and its successors and assigns, and (d) all Persons having, or hereafter acquiring, any right, title or interest in all or any portion of the Twelfth Subdivision and their heirs, personal representatives, successors and assigns.

Section 2.4. Land Classifications.

A. Residential Sites. Those portions of the Twelfth Subdivision consisting of Lots 1 through 5, Block 1; Lots 1 through 55, Block 2 and Lots 1 through 12, Block 3, all in South Shore Harbour Section 10, Galveston County, Texas, according to the Plat, are hereby designated pursuant to Article III of the Community Declaration, to be Residential Sites. Each such Lot shall constitute a Residential Site and a Privately Owned Site as defined in the Community Declaration.

B. Community Association Area. That certain real property hereafter improved by Declarant or the Community Association with parks, landscaping and green areas, streets, tennis courts, clubhouses, swimming pool(s), fence and/or other amenities for the use and enjoyment of the Owners of Residential Sites within the Twelfth Subdivision, and Related Users, including without limitation, Landscape Reserves as shown on the Plat.

C. Assessment Area. The Twelfth Subdivision is hereby declared to be a separate Assessment Area for purposes of determining the date on which Assessments shall commence as to the Community Association. Subject to the provisions of Article VIII of the Community Declaration, the Common Assessments to the Community Association and the Association Common Assessments shall commence as to each Residential Site in the Twelfth Subdivision as of the first day of the first month following the month in which the first recordation of a deed for the sale by Declarant of a Residential Site to a purchaser in the Twelfth Subdivision occurs.

Section 2.5. Recreational Cost Center and Maximum RFCA. Owners of a Residential Site in Delegate District No. 12 shall be entitled to the nonexclusive use and enjoyment of Recreational Center No. 1. In accordance with Section 8.10 of the Community Declaration, each Residential Site in the Twelfth Subdivision shall constitute one (1) RFCA Unit. The Board of Directors shall not levy, for any year, an RFCA against the members from the Twelfth Subdivision entitled to use Recreational Center No. 1 and their Residential Sites, in excess of the maximum RFCA hereinafter specified. The maximum RFCA for Recreational Center No. 1 shall not exceed the rate of \$150.00 per RFCA Unit per year until January 1, 1990, and increased for 1990, and any year thereafter by 20% per year over the maximum RFCA for the previous year. As provided in Section 8.17 of the Community Declaration, the Board of Directors shall not levy against the Owners of the Residential Sites entitled to use the Recreational Center No. 1 and their Residential Sites, any RFCA in any one calendar year which is greater than 120% of the RFCA against any such Residential Site and the Owner in the preceding year, except with the approval of delegates representing not less than 51% of the voting power of

the Owners entitled to use Recreational Center No. 1 (inclusive of the voting power of Declarant).

Section 2.6. Twelfth Subdivision Assessments. Those Owners of the Twelfth Subdivision representing not less than 66 2/3% of the entire voting power of the Owners in the Twelfth Subdivision, by written instrument signed by such Owners, may, upon the determination that complementary or supplementary administrative functions are necessary to maintain the property values in the Twelfth Subdivision, subject to all Residential Sites in the Twelfth Subdivision to an assessment (the "Twelfth Subdivision Assessment") in an amount (either as a one time assessment or annual assessment) and for the purposes determined by such Owners. Unless otherwise provided, the Twelfth Subdivision Assessment collected by the Community Association for the benefit of the Twelfth Subdivision shall be in the same manner as special assessments and the payment of the Twelfth Subdivision Assessments shall be secured by a lien described in Section 8.26 of the Community Declaration and enforceable in the manner as the assessments described in the Community Declaration.

Section 2.7. Delegate District. Pursuant to Section 3.3 of the Community Declaration, the Twelfth Subdivision, including any portion of the Development Land hereafter annexed into the Twelfth Subdivision, is hereby established as Delegate District No. 12 of the Community Association. There is no Subassociation for the Twelfth Subdivision.

ARTICLE III

COMMUNITY ASSOCIATION PROPERTIES

Section 3.1. Member's Rights of Use and Enjoyment of Community Association Properties. Subject to the provisions of the Community Declaration, each Owner of a Residential Site within the Twelfth Subdivision shall have a nonexclusive right and easement for use and enjoyment of services provided by the Community Association and of those Community Association Properties, if any, hereafter developed for the nonexclusive use and enjoyment of the Owners of Residential Sites within the Twelfth Subdivision. Such right and easement shall be appurtenant to and pass with title to each Residential Site of such Member.

Section 3.2. Delegation of Rights of Use. A Member who owns a Residential Site in the Twelfth Subdivision may delegate his nonexclusive rights and easements for use and enjoyment of the services provided by the Association and Community Association and the Common Area and Community Association Properties, if applicable, to: (a) any tenant who occupies a Dwelling Unit on the Residential Site; (b) any contract purchaser who occupies a Dwelling Unit on the Residential Site; (c) any Person who is a part of the Common Household Group with an Owner, tenant, or

contract purchaser who occupies a Dwelling Unit on the Residential Site; (d) if an Owner is a corporation, partnership or other such entity, such reasonable number of officers, directors, partners, shareholders, members or other natural Persons with an interest in such Owner who occupy a Dwelling Unit on the Residential Site as may be permitted by the Rules and Regulations and Members of the Common Household Group of such Persons; and (e) guests of an Owner, tenant, contract purchaser or member of a Common Household Group to the extent permitted by the Rules and Regulations. In order to use the Community Association Properties and Common Areas, tenants, contract purchasers or subtenants by acceptance of the right to use and occupy a Dwelling Unit, a Community Service or a Community Association Property, have agreed to assume, and at the request of the Community Association, will accept the assumption in writing with the Community Association all of said Members' duties and obligations under the Community Declaration and this Supplemental Declaration, except for the obligation to pay Assessments. Mortgagees and other Persons holding an interest in a Residential Site in the Twelfth Subdivision as security for a debt or for performance of an obligation shall not be entitled to use and enjoy Community Association Properties, Common Areas or services of the Community Association prior to the time such Person forecloses its security interest and becomes an Owner of such Residential Site. A Member who does not reside on or occupy a Dwelling Unit on a Residential Site shall not be entitled to use and enjoy any Community Association Properties or Common Areas, or services of the Community Association if a tenant or contract purchaser is occupying the Dwelling Unit on such Residential Site and is, in accordance with the foregoing, entitled to use and enjoy such Community Association Properties or Common Areas and such services derived from such Member. Other Persons may be entitled, from time to time, to use such Community Association Properties on a temporary or permanent basis, in accordance with the Rules and Regulations and subject to the provisions of the Community Declaration.

ARTICLE IV

USE RESTRICTIONS

All of the Twelfth Subdivision shall be held, used and enjoyed subject to the restrictions in the Community Declaration (including, without limitation, the provisions of Article X of the Community Declaration relating to architectural approval of Improvements), as well as the following limitations and restrictions, except for the exemptions of Declarant set forth in the Community Declaration. To the extent that any of the following restrictions are more restrictive than any similar restrictions in the Community Declaration, the restrictions in this Supplemental Declaration shall control.

Section 4.1. Residential Use. Each Residential Site in the Twelfth Subdivision shall be improved with a Dwelling Unit and used solely for one (1) Common Household Group for residential living purposes and such purposes as are customarily incident thereto, and shall not be used at any time for business, commercial, educational, church or professional activities; provided, however, an Owner of a Residential Site in the Twelfth Subdivision may use his Dwelling Unit for professional or other home occupations such as the maintenance of a personal or professional library, the keeping of personal business or professional records or accounts, or for the handling of personal business or professional telephone calls or correspondence so long as there is no external evidence thereof (such as signs advertising a business or consultation in person with clients or customers at the Residential Site), and no unreasonable inconvenience to such Owner's neighbors is created.

Section 4.2. No Hanging Articles. No clothing or household fabrics or other articles shall be hung, dried or aired on any Residential Site in the Twelfth Subdivision in such a way as to be visible from other Residential Sites or from the Common Areas.

Section 4.3. No Further Subdivision. No Residential Site or Dwelling Unit thereon in the Twelfth Subdivision may be further subdivided nor may any easement or other interest therein less than the whole (including any timeshare estate) be conveyed by the Owner thereof (including the Community Association but excluding Declarant), without the prior written approval of the Architectural Committee. Nothing in this Section 4.3 shall be deemed to prevent an Owner from, or require the approval of the Architectural Committee for: (a) selling or leasing of an entire Residential Site, or (b) transferring or selling any Residential Site to more than one Person to be held by them as tenants in common, joint tenants or tenants by the entirety.

Section 4.4. View Restrictions. No vegetation, landscaping or other improvements shall be planted, constructed or maintained by the Owners upon any Residential Site in the Twelfth Subdivision in such location or of such heights as to unreasonably obstruct the view from any other Residential Site or the Community Association Area in the vicinity thereof, or to create a hazardous condition for the users of the sidewalks or streets. In the event of a dispute between Owners in the Twelfth Subdivision as to the obstruction of a view from a Residential Site, the Community Association Area or the creation of a hazardous condition, such dispute shall be submitted to the Board, whose decision in such matters shall be final and binding and not subject to appeal of any kind. The Board may request an Owner to remove or otherwise alter any obstruction to the view from the Community Association Area or any hazardous condition. Any such obstruction or hazardous condition shall, upon request of the Board, be removed

or otherwise altered to the satisfaction of the Board, by the Owner of the Residential Site upon which said obstruction is located at Owner's sole cost; provided, however, in the event the Owner fails to remove or otherwise alter such obstruction or hazardous condition, in which event the Community Association shall remove such obstruction or hazardous condition, charging the entire cost thereof to the Owner. Each Owner shall be responsible for periodic trimming and pruning of all hedges, shrubs and trees located on the Residential Sites so as to not unreasonably obstruct the view of adjacent Owners. Such costs shall be a Reimbursement Assessment and shall create a lien enforceable in the manner set forth in the Community Declaration.

Section 4.5. Landscaping. Within ninety (90) days after Recordation of a deed of a Residential Site in the Twelfth Subdivision to an Owner, such Owner shall install and shall thereafter maintain the landscaping on his Site in a neat and attractive condition, including all necessary landscaping and gardening to properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation which may be originally placed on such Site by Declarant or required by the Architectural Committee or the Rules and Regulations. The Board may adopt Rules and Regulations proposed by the Architectural Committee to regulate landscaping permitted and required in the Residential Site in the Twelfth Subdivision as provided in the Community Declaration and in the Bylaws. In the event that any Owner shall fail to install and maintain landscaping in conformance with the Rules and Regulations, or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon thirty (30) days prior written notice to such Owner, shall have the rights as hereinafter described. Provided, however, in the event that any Owner shall fail to mow and keep trimmed and neat the lawn and grass areas on his Site or otherwise permit any of said lawn and grass area to deteriorate to an unsightly or unattractive condition, the Board upon ten (10) days prior written notice to such Owner, shall have the rights as hereinafter described. The Board shall have the right, upon the appropriate above-described written notice to an Owner, either (a) to seek any remedies at law or in equity which it may have to correct such conditions, or (b) after Notice and Hearing, to enter upon such Owner's Residential Site for the purpose of correcting such condition, and such Owner shall promptly reimburse the Community Association for the costs thereof, or (c) both of the foregoing, or (d) impose such fines and penalties as exist under the Rules and Regulations or the Community Association. Such cost shall be a Reimbursement Assessment and shall create a lien enforceable in the manner set forth in the Community Declaration.

Section 4.6. Vehicle Restriction. No recreation vehicle, camper, camper not on a truck, boat, mobile home, horse trailer, or other trailer, tractor, motor home or truck (other

than a pickup truck or van) shall be stored or shall be parked for longer than ten (10) hours anywhere within the Twelfth Subdivision (including driveways) or on any public or private road or street in such a manner as to be visible from any other Residential Site or from any portion of the Common Area. Any such vehicle may be kept only within a garage, an enclosed or partially enclosed structure approved by the Architectural Committee or within a parking area designated by the Community Association for the storage and parking of such vehicles. No inoperable vehicle or vehicle kept stationary for a period in excess of forty-eight (48) hours shall be allowed to remain on any portion of the Twelfth Subdivision or on any private or public street or road in such a manner as to be visible from any Residential Site other than the Residential Site on which such vehicle is located or from any portion of the Common Area. No vehicle, including, but not limited to, motorcycles, motorbikes, bicycles, automobiles, trucks and trailers may be kept or used anywhere within the Twelfth Subdivision in violation of any applicable Rules and Regulations. Such Rules and Regulations, among other things, may prohibit the keeping or use of motorcycles, motorbikes, dune buggies, golf carts or other loud or offensive vehicles, or may limit their use, and may regulate places of parking of such vehicles. Any vehicle found to be in violation of any of the provisions of this section 4.6 may be towed away by or on behalf of the Community Association at the expense of the owner of such vehicle.

Section 4.7. Animals. No animals of any kind shall be raised, bred or kept in the Twelfth Subdivision except as hereinafter provided. A reasonable number of dogs, cats or other household pets may be kept on a Residential Site, provided that (a) they are not kept, bred or maintained for commercial purposes, (b) they do not make objectionable noises, create any odor, or otherwise constitute a nuisance to other Owners, (c) they are kept within an enclosed yard on the Residential Site occupied by the Owner of such pets or on a leash being held by a Person capable of controlling the animal, and (d) they are not in violation of any other provision of the Community Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section 4.7 shall ordinarily mean no more than two (2) pets per Site; provided, however, that the Board of Directors (or the Architectural Committee or such other Person as the Board may from time to time designate) may from time to time determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit the keeping of any animal which, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner and/or Related User maintaining any animal shall be liable in accordance with the laws of the State of Texas to each and all remaining Owners and Related Users of such Owners for any damage to person or property caused by any such animal; and it shall be the absolute duty and responsibility of each such Owner or Related User to clean up after such animals to the extent they have used

any portion of the Privately Owned Site of another Owner or any Common Areas.

Section 4.8. Restriction on Exterior Lighting. Except as may be approved in advance in writing by the Architectural Committee, no exterior lighting shall be permitted anywhere within the Twelfth Subdivision, including lighting to accent landscaping features, lights at entrance doors to structures, lights at entrances to property, lights along paths or driveways and lights to illuminate permitted signs. Approval shall be given only if such lights shall be of attractive design and shall be as small in size as is reasonably practical and shall be placed or located as directed or approved in writing by the Architectural Committee, and shall not allow light reflection or glare to be discernible from any place off the Residential Site where such lighting exists.

Section 4.9. Casualty Insurance for Improvements. Each Owner of a Residential Site within the Twelfth Subdivision shall be obligated to obtain and keep in full force and effect at all times casualty insurance with respect to all insurable Improvements on the Site for the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief and, if reasonably available and if deemed appropriate by the Community Association as evidenced by resolution of the Board of Directors, flood, earthquake or war risk coverage. In the event of damage or destruction to any insured Improvements, the proceeds of such insurance shall be applied by the Owner thereof, to the extent necessary, to cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Committee or the Owner shall promptly cause the damaged or destroyed Improvement to be demolished and the Site to be suitably landscaped, subject to the approval of the Architectural Committee, so as to present a pleasing and attractive appearance, and to be well maintained, mowed, and edged to conform to occupied Residential Sites in the immediate vicinity.

Section 4.10. Solar Energy Installations. The Architectural Committee shall approve the plans and specifications for the installation of residential solar systems, provided that the Architectural Committee determines that such plans and specifications demonstrate the exercise of reasonable measures to minimize the potential adverse aesthetic impact of the installation on other portions of the Community Association Properties. Any such Architectural Committee approval shall have no effect upon the enforceability of any other use restriction in the Community Declaration or this Supplemental Declaration. The Committee shall promulgate reasonable standards and guidelines against which to examine any such plans and specifications, in accordance with Article X of the Community Declaration. Any such

standards or guidelines restricting the installation or use of a solar energy system shall not significantly increase the cost of the system nor significantly decrease its efficiency.

Section 4.11. Drilling or Mining. No mineral drilling, development, refining or mining operations of any kind shall be permitted upon any Residential Site, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Residential Site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Residential Site.

Section 4.12. Restricted Access. All Residential Sites which are adjacent to or contiguous with the right-of-way of FM 518 shall not have the right of access to and from said Residential Site to FM 518. The Residential Sites designated as Lots 15 and 16 in Block 2 of the Twelfth Subdivision shall only have access to and from the street or right-of-way shown on the Plat as Riverside Drive. At no time shall any Owner of any such Residential Site be entitled to construct a gate or an opening in any fence or a driveway or make any curb cuts of any type whatsoever in any other street or road in the Twelfth Subdivision or otherwise.

ARTICLE V

CONSTRUCTION RELATED RESTRICTIONS

Section 5.1. Heights and Character of Dwelling Unit. No Dwelling Unit shall be erected, altered or permitted to remain on any Residential Site other than one Common Household Group Dwelling Unit, not in excess of three (3) stories in height or more than forty-five (45) feet in height measured from the finished grade of the Residential Site, together with a private garage or other covered parking facility and within exterior boundary of the Residential Site serving not more than four (4) automobiles.

Section 5.2. Minimum Square Footage. The living area of the main residential structure, exclusive of porches (whether open or screened), and the garage, terraces and driveways, shall not be less than two thousand (2,000) square feet. Measurements shall be to the face of the outside walls of the main residential structure.

Section 5.3. Masonry and Roof Requirements. Except as may be otherwise approved in advance in writing by the Architectural Committee, the exterior finish of each Dwelling Unit shall be at least fifty-one percent (51%) brick, stone or other masonry, however, in computing such percentage, the garage shall be excluded. All Dwelling Units shall be roofed with tile roof, composition shingles or built-up roof, and no roof shall be

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 Twelfth 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 Twelfth 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 Twelfth 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 any 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 for Residential Sites located in the Twelfth 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 Twelfth 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 are reserved to the Community Association three fence easements, one as shown on the Plat, one being situated along and within the landscape reserve described on the Plat as "Reserve A" and one being situated along and within the landscape reserve described on the Plat as "Reserve B". 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

006-14-1373

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,

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 Twelfth Subdivision provided that the property so annexed is to be developed in a manner similar to the Twelfth 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 Twelfth 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 Twelfth Subdivision, as extended by Excusable Delays. If Declarant desires to annex portions of the Development Land into the Twelfth 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 Twelfth Subdivision, Declarant shall be entitled to annex such Development Land into the Twelfth 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 Twelfth 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 Twelfth 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

006-14-1375

Declaration revoke, 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 Twelfth 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 it 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 Twelfth 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 rata 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

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 Twelfth 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.

006-14-1377

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 Twelfth 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 Twelfth 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.

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 Twelfth 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 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 Twelfth Subdivision from filing a replat to correct any error in the original platting or replatting of such Residential Sites in the Twelfth Subdivision provided that such vacating or replatting is done in accordance with Texas Revised Civil Statutes, Article 974a, or any successor statute 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.

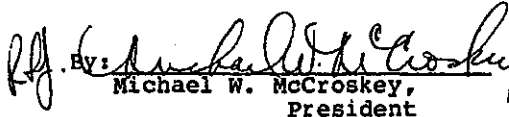
Section 9.9. Notices. Reference is hereby made to Section 11.13 of the Community Declaration, which section is hereby incorporated in this Supplemental Declaration by such reference as though set forth fully herein, with all references to "this Community Declaration" and to the "Community Association" 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 31st day of October, 1988.

SOUTH SHORE HARBOUR DEVELOPMENT,
LIMITED, A Texas Limited Partnership

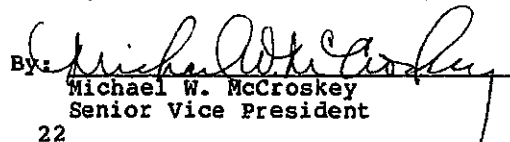
By: Anrem Corporation,
a Texas corporation,
General Partner

By: 
Michael W. McCroskey,
President

LIENHOLDER'S CONSENT

The undersigned, being the present legal and equitable owner and holder of that one certain promissory note dated September 30, 1985 in the original principal amount of \$11,000,000.00 made by South Shore Harbour Development, Limited payable to the Order of American National Insurance Company secured by Deed of Trust recorded under Film Code No. 004-14-0652 in the Office of the County Clerk of Galveston County, Texas, said lien being against the property described on the aforesaid "Plat," among other property, hereby evidences its joinder in and consent to the imposition against said property of the Supplemental Declaration for the Twelfth Subdivision of South Shore Harbour Community Association, and agrees that its rights under said Deed of Trust shall be subject to the terms and provisions of said Supplemental Declaration.

AMERICAN NATIONAL INSURANCE COMPANY

By: 
Michael W. McCroskey
Senior Vice President

THE STATE OF TEXAS
COUNTY OF GALVESTON

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BEFORE ME, the undersigned authority, on this day personally appeared Michael W. McCroskey, President of Anrem Corporation, a Texas corporation, which is a General Partner of South Shore Harbour Development, Limited, a Texas limited partnership, 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, as the act and deed of said corporation and that he was authorized to do so.

GIVEN under my hand and seal of office this the 31st day of October, 1988.



Michele S. Bastian
NOTARY PUBLIC for the
State of Texas

Notary's Name Typed or Printed
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF GALVESTON

§
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BEFORE ME, the undersigned authority, on this day personally appeared Michael W. McCroskey, Senior Vice President of American National Life Insurance Company, a Texas Corporation, 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, as the act and deed of said corporation and that he was authorized to do so.

GIVEN under my hand and seal of office this the 31st day of October, 1988.



Michele S. Bastian
NOTARY PUBLIC for the
State of Texas

Notary's Name Typed or Printed
My Commission Expires: _____

006-14-1381



FILED FOR RECORD

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John
GALVESTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the Official Public Records
of Real Property of Galveston County Texas, on

NOV 2 1988



Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

