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**SUPPLEMENTAL DECLARATION**

**FOR**

**FIRST SUBDIVISION**

**OF**

**SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC**

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

This Supplemental Declaration is made this 5th day of August 1982, by South Shore Harbour Development, a Texas Joint Venture ("Declarant").

**P R E A M B L E:**

A. Declarant is the Owner of certain real property described as the First Subdivision in that certain Community Declaration for South Shore Harbour Community Association, Inc. ("Community Declaration"), dated August \_\_\_\_, 1982, which was Recorded on August \_\_\_\_, 1982, in Book \_\_\_\_\_, Pages \_\_\_\_\_, et seq., in the office of the Clerk and Recorder of Galveston County, Texas. The Community Declaration is binding upon all Owners of Privately Owned Sites in the Community Association Area covered by the Community Declaration.

B. The First Subdivision is part of a larger land area known as the Project Area which is owned by Declarant and part of which Declarant has or intends to subdivide and improve as a planned community to be known as the South Shore Harbour in accordance with 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 Residential Sites in the First Subdivision and to maintain other portions of the First Subdivision as Community Association Properties for the primary use and benefit of (a) all owners of Privately Owned Sites to be annexed to the Community Association Area in accordance with the terms of the Community Declaration. The Owners who own Residential Sites in the First Subdivision and their Sites and the Community Association Properties described in Section 2.4B hereof 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 First Subdivision as a portion of Delegate District No. 1, and to impose additional covenants, conditions, restrictions and reservations on the First 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 similarity 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 not more than five (5) 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 First Subdivision.

**Section 1.2. Delegate District No. 1.** “Delegate District No. 1” shall mean all of the First Subdivision together with such portion of the Annexable Area with respect to which one or more Supplemental Declarations shall be Recorded, if it 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. 1. As further provided in the Community Declaration, the Owners of Residential Sites in Delegate District No. 1 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. First Subdivision.** “First Subdivision” shall mean that certain real property described in Exhibit “A” of the Community Declaration and any real property hereafter incorporated into the First Subdivision as Community Association Properties. The First Subdivision is a part of the Community Association Area and is subject to the provisions of the Community Declaration.

**Section 1.5. 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 in accordance with the Community Declaration for the improvement and sale of Sites within the First Subdivision and for the purpose of enhancing and protecting the value, desirability and attractiveness of the First Subdivision. Declarant, for itself, its successors and assigns, hereby declares that the First 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.

**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 First 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 First Subdivision, and each Privately Owned Site and Community Association Properties therein, and shall be binding upon and inure to the benefit of, (a) the First 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 First Subdivision and their heirs, personal representatives, successors and assigns.

**Section 2.4. Land Classifications.**

**A. Residential Sites.** Those portions of the First Subdivision consisting of Lots 1 through 7, inclusive, in Block 1; lots 1 – 29, inclusive, in Block 2; Lots 1 – 24, inclusive, in Block 3; Lots 1 – 4, inclusive, in Block 4; Lots 1 – 56, inclusive, in Block 5; all such lots in South Shore Harbour Filing No. 1, Galveston County, Texas, according to the Plat thereof Recorded in Book \_\_\_\_, Pages \_\_\_\_ to \_\_\_\_, inclusive of plat maps, in the office of the Clerk and Recorder of Galveston County, Texas are hereby designated pursuant to Article III of

The Community Declaration, to be Residential Sites. Each such Lot shall constitute a Residential Site as defined in the Community Declaration.

**B. Community Association Properties.** That certain real property hereafter improved by Declarant or the Community Association with parks, landscaping, streets, tennis courts, clubhouses, swimming pools and/or other amenities for the non-exclusive use and enjoyment of the Owners of Residential Sites within the First Subdivision, and Designated, pursuant to Article III of the Community Declaration, to be Community Association Properties.

**C. Assessment Area.** The First Subdivision is hereby declared to be a separate Assessment Area for purposes of determining the date on which Assessments shall commence to the Community Association. Subject to the provisions of Article VIII of the Community Declaration, the Common Assessments to the Community Association shall commence as to each Residential Site in the First Subdivision as 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 First Subdivision occurs.

**Section 2.5. Recreation Cost Center and Maximum RFCA.** All real property and any and all Improvements thereon or to be constructed thereon hereafter designated as Community Association Properties for the nonexclusive use and enjoyment of the Owners of Residential Sites within the First Subdivision shall constitute a separate Recreation Cost Center ("Recreation Center No. 1"). Declarant may, by separate instrument, add additional property and Improvements to Recreation Center No. 1 and Owners of Site in one or more Delegate Districts or Subassociation may be entitled to use and enjoy Recreation Center No. 1. In accordance with Section 8.10 of the Community Declaration, each Residential Site in the First Subdivision shall constitute one (1) RFCA Unit, because there will be no apartments allowed in the First Subdivision. The Board of Directors shall not levy, for any year, an RFCA against the Members entitled to use Recreation Center No. 1, and their Residential Sites, in excess of the Maximum RFCA hereinafter specified. The Maximum RFCA for Recreation Center No. 1 shall be at the rate of Three Hundred and No/100 Dollars (\$300.00) per RFCA Unit per year until January 1, 1983, increased for 1983 and any year thereafter by twenty percent (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 Residential Sites entitled to use Recreation Center No. 1, and their Sites, an RFCA in any calendar year which is greater than one hundred twenty percent (120%) of the RFCA against any such Site and Owner in the preceding calendar year, except with the approval of Delegates representing not less than fifty-one percent (51%) of

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

**Section 2.6 First Subdivision Assessments.** Those Owners of the First Subdivision representing not less than sixty-six percent (66%) of the entire voting power in the Owners in the First Subdivision, by written instrument signed by such Owners, may, upon determining that complementary or supplementary Administrative Functions are necessary to maintain the property values in the First Subdivision to an assessment (the "First Subdivision Assessment") in an amount (either as a one-time assessment or an annual assessment) and for the purposes determined by such Owners. Unless otherwise provided by such Owners, the First Subdivision Assessment shall be collected by the Community Association for the benefit of the First Subdivision in the same manner as Special Assessment and the payment of such First Subdivision Assessment shall be secured by the lien described in Section 8.26 of the Community Declaration and enforceable in the same manner as the Assessments described in the Community Declaration.

**Section 2.7. Delegate District.** Pursuant to Section 3.3 of the Community Declaration, the First Subdivision is hereby established as a portion of Delegate District No. 1 of the Community Association. There is no Subassociation for the First Subdivision.

### ARTICLE III

#### **COMMUNITY ASSOCIATION PROPERTIES**

**Section 3.1. Members' Rights of Use and Enjoyment.** Subject to the provisions of the Community Declaration, each Owner of a Residential Site within the First 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 hereafter developed for the non-exclusive use and enjoyment of the owners of Residential Sites within the First Subdivision. Such right and easement shall be appurtenant to and pass with the title to each Residential site of such Member.

**Section 3.2. Delegation of Rights of Use.** A Member who owns a Residential e in the First Subdivision may delegate his nonexclusive rights and easements for use and enjoyment of the services provided by the Community Association and Community Association Properties to: (a) any tenant who occupies a Dwelling Unit on the Residential site; (6) any contract purchaser who occupies a Dwelling Unit on the Residential site; (c) any person who is part of the Common Household Group with an Owner, tenant,



or contract purchaser who occupies a Dwelling Unit on the Residential Site: (a) 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, tenants, contract purchasers or subtenants must agree in writing with the Community Association to resume 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 First Subdivision as security for a debt or a performance of an obligation shall not be entitled to use and enjoy community Association Properties 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 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 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 First Subdivision shall be held, used and enjoyed subject to the restrictions in the Community Declaration, as well as the following limitations and restrictions, except for the exceptions 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 First 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 First 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. The owner of a Residential site may also rent or lease a Dwelling Unit constructed on the site for residential living purposes for a term of not less than six (6) consecutive months, pursuant to a written lease or rental agreement. The terms of any such lease or rental agreement shall be subject in all respect to the provisions of this Supplemental Declaration, the Community Declaration, the Article of Incorporation and the Bylaws, and shall provide that failure by the lessee of such Dwelling Unit to comply with the terms of any such document shall constitute a default under the lease of rental agreement.

**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 First Subdivision in such a way as to be visible from other Residential sites or from the Community Association Area.

**Section 4.3. No Further Subdivision.** No Residential site or Dwelling Unit thereon in the First Subdivision may be further subdivided (including the construction of a Dwelling Unit on two (2) or more Residential sites), nor may any casement or other interest therein less than the whole (including any time share estate) be conveyed by the owner thereof (including the Community Association and any Subassociation but excluding Declarant), without the prior written approval of the Architectural Committee. Nothing in this section 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 upon any Residential site in such location or of such height as to unreasonably obstruct the view from any other Residential site or the Community Association Area in the vicinity thereof. In the event of a dispute between Owners in the First Subdivision as to the obstruction of a view from a Residential site, 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. Any such obstruction

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. Each owner of a Residential Site shall be responsible for periodic trimming and pruning of all hedges, shrubs and trees located on his Site so as to not unreasonably obstruct the view of adjacent Owners.

**Section 4.5. Landscaping.** Within ninety (90) days after Recordation of a deed of a Residential Site in the First 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 on the Residential sites in the First 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 right either (a) to seek any remedies at law or in equity which it may have to correct such condition, 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 cost thereof, or (c) both of the foregoing, or (d) impose such fines and penalties as exist under the Rules and Regulations of 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 ten (10) hours anywhere within the First 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 Community Association Properties. Any such vehicle may be kept only within a garage, an enclosed structure approved by the Architectural Committee or within a parking area designated by the Community Association for 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 First 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 community Association Properties. No vehicle, including, but not limited to, motorcycles, motorbikes, bicycles, automobiles,

trucks and trailers may be kept or used anywhere within the First 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.

**Section 4.7. Animals.** No animals of any kind shall be raised, bred, or kept in the First Subdivision except as hereinafter after 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 an unreasonable 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 Community Association, acting through the Board, shall have the right to prohibit maintenance of any animal which, in the sole opinion of the board, is not being maintained in accordance with the foregoing restrictions. Each owner maintaining any animal and any Related User shall be liable in accordance with the provisions of Texas law 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 to after such animals to the extent they have used any portion of the privately owned site of another owner or any community Association Properties.

**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 First 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 with in the First 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 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 specification, 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 created, maintained or permitted on any Residential Site.

## ARTICLE V

### **CONSTRUCTION RELATED RESTRICTIONS**

**Section 5.1. Height and character of Dwelling Units.** No Dwelling Unit shall be erected, altered or permitted to remain on any Residential site other than one detached 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, and a private garage or other covered parking facility for not more than four (4) automobiles and bona fide servant's quarters; provided, however, that the servant's quarters structure shall not exceed the main residential structure in height or number of stories.

Section 5.2. Minimum Square Footage. The living area of the main residential structure, exclusive of porches (whether open or screened), a garage or other car parking facility, terraces, driveways and servant's quarters, shall not be less than two thousand Five hundred (2,500) 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, 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. 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 nearer than 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 First 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 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 First 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 purpose under this Supplemental Declaration and the Community Declaration.

**Section 5.6. Visual Obstruction at the Intersections of Streets.** No object of thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the streets in the First 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 for 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, without the prior written approval of the Architectural Committee. The Architectural Committee shall not approve (i) a fence or wall of any type located along the front property line of any Residential sites, (ii) a fence or wall of any type to be located along any property line facing onto Common Area or any golf course ("Golf course") within the Project Area, except as otherwise provided herein, (iii) a fence or wall in excess of two (2) feet high located or maintained nearer to the front property line than the front building set-back line, or located on a corner lot nearer to the side property line than the building set-back line parallel to the side street (except for brick walls and/or wrought iron gates or fences across the driveway appurtenant to the garage of a Dwelling Unit, approved as to color, style and quality by the Architectural Committee), (iv) a fence or wall located between the side building set-back line and the interior lot line (or located on the interior lot line) in excess of ten (10) feet in height, or (v) a chain-link fence of any type. If the owner of a

Residential site having a common boundary with any portion of the Common Area or Golf Course constructs a swimming pool (with the approval of the Architectural Committee) on such Residential Sites and such Owner is required by law or ordinance, to construct a fence around such swimming pool, then the owner of such Residential site may construct a wrought-iron fence or other "open-style" fence which does not obstruct the view of the Common Area or Golf Course (with the style, quality and color of such fence subject to the approval of the Architectural committee) of the minimum height necessary to comply with any such law or ordinance

**Section 5.8. Removal of Trash and Debris During Construction.** Each Owner or party Constructing Improvements for an Owner ("Builder"), during construction of such improvements, 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 unusable 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 Basement 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 unnecessary interference with the possession, use or enjoyment of the Basement site by the owner (or Occupant) of such Easement site.

**ARTICLE VI**

**UTILITY EASEMENTS**

**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 in Galveston County, Texas, as well as for the benefit of the community Association and the Owners to allow for the construction, repair, maintenance and telephone lines, gas, water, sanitary sewers, storm sewers and any other utility of service which the Declarant or community Association may find necessary of proper.

**Section 6.2. Title of Utility Lines.** The title conveyed to any Residential Site within the First Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances facilities constructed by the Declarant or Community Association, or public or private utility companies upon, under, along, across, or through such utility Basements and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities in reserved to the Declarant. or community Association and their successors and assigns.

**Section 6.3. No Improvements to be Constructed Over Basements.** 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 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 6.4. No Liability to Owners.** Neither the Declarant or Community 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

### GAS SERVICE

**Section 7.1. 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 First 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 VIII

### MISCELLANEOUS PROVISIONS

**Section 8.1. 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 and 11.4 of the Community Declaration as if they applied to the 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 First Subdivision (inclusive of the voting power of Declarant). 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 First 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" in Sections 3.5, 11.2, 11.3 and 11.4 of the Community Declaration shall be deemed to refer to this supplemental Declaration.

**Section 8.2. 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, and 11.21 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.

**Section 8.3. 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" in such sections of the Community Declaration being deemed to refer to this Supplemental Declaration.

**Section 8.4. Restrictions Construed Together.** All of the provisions or 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 8.5. Restrictions Severable.** Notwithstanding the provisions of Section 5.4 of this supplemental Declaration, reference is hereby made to the provisions of Section 11.25 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" in Section 11.25 of the Community Declaration being deemed to refer to this Supplemental Declaration,

**Section 8.6. 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 8.7. Captions for Convenience.** The titles, headings and captions used in this Supplemental Declaration are

intended solely for convenience of and shall not be considered in construing any of the provisions of this Supplemental Declaration.

**Section 8.8. 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.

**Section 8.9. Governing Law.** This supplemental Declaration shall be construed and governed under the laws of the State of Texas.

SOUTH SHORE HARBOUR DEVELOPMENT,  
a Texas Joint Venture,  
by its venturers:

Attest:

\_\_\_\_\_

South Shore Harbour Investors,  
a Texas general partnership

By: \_\_\_\_\_  
JACK COOGAN,  
Managing General Partner

Attest:

\_\_\_\_\_

Anrem Corporation,  
a Texas corporation

By: \_\_\_\_\_  
MARC CUENOD,  
President

600045-I

**THE STATE OF TEXAS**

**COUNTY OF HARRIS**

BEFORE ME, the undersigned authority, on this day personally appeared Jack Coogan, Managing General Partner of South Shore Harbour Investors, a Texas general partnership, which is a venturer of South Shore Harbour Development, a Texas joint venture, 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 dead of said general partnership, and that he was authorized to do so.

GIVEN under my hand and seal of office this the 6<sup>th</sup> day of August, 1982.

TYPE, PRINT OR STAMP NAME  
OF NOTARY AND COMMISSION  
EXPIRATION DATE BELOW

\_\_\_\_\_  
Notary Public and for  
The state of Texas

**THE STATE OF TEXAS**

**COUNTY OF HARRIS**

BEFORE ME, the undersigned authority, on this day personally appeared Marc Cuenod, President of Anrem Corporation, a Texas corporation, which is a -20-venture of South Shore Harbour Development, a Texas joint venture, 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 6<sup>th</sup> day of August, 1982.

TYPE, PRINT OR STAMP NAME  
OF NOTARY AND COMMISSION  
EXPIRATION DATE BELOW

\_\_\_\_\_  
Notary Public and for  
The state of Texas

**Exhibit "A"**

The following described Lots in South Shore Harbour Filing No. 1, Galveston County, Texas, according to the Plat thereof Recorded in Plat 17, pages 45 thru 48, inclusive of plat maps, in the office of the Clerk and Recorder of Galveston County, Texas:

- (i) Lots 1 – 7, inclusive, in Block 1;
- (ii) Lots 1 – 29, inclusive, in Block 2;
- (iii) Lots 1 – 24, inclusive, in Block 3;
- (iv) Lots 1 – 4, inclusive, in Block 4; and
- (v) Lots 1 – 56, inclusive, in Block 5

8318391

**FIRST AMENDMENT TO THE  
SUPPLEMENTAL DECLARATION  
FOR THE  
FIRST SUBDIVISION**

**OF**

**SOUTH SHORE HARBOUR COMMUNITY ASSOCIATION, INC.**

This First Amendment to the Supplemental Declaration for the First Subdivision is made as of this the 5th day of May, 1983, by South Shore Harbour Development, Texas Joint venture, ("Declarant") in amendment of the Supplemental Declaration for the First Subdivision of South Shore Harbour Community Association, Inc., which is recorded under film code number 001-80-1930 of the Official Public Records of Real Property in Galveston County, Texas.

Section 3.2 is hereby amended to read: **Section 3.2. Delegation of Rights of Use.** A Member who owns & Residential Site In the First Subdivision may delegate his nonexclusive rights and easements for use and enjoyment of the services provided by the Community Association and Community Association Properties 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 part of the common Household Group with an Owner, tenant, or contract purchaser who occupies a Dwelling Unit on the Residential site (d) If any Owner is 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, 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, of all of the 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 First subdivision as security for a debt or a performance of an obligation shall not be entitled to use and enjoy Community Association Properties 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 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 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."

Section 4.5 is hereby amended to read: **Section 4.5. Landscaping.** Within ninety (90) days after recordation of a deed of a Residential site in the First 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 place 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 first 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 (a) 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 is hereby amended to read: "**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 First 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 Community Association Properties. Any such vehicle may be kept only within a garage, an enclosed structure approved by the Architectural Committee or within a parking area designated by the Community Association for 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 First 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 Community Association Properties. No vehicle, including but not limited to, motorcycles, motorbikes, bicycles, automobiles, trucks and trailer may be kept or used anywhere within the First 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 4.9 is hereby amended to read: "**Section 4.9. Casualty Insurance for Improvements.** Each Owner of a Residential Site within the First 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 is 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, 40 40 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 5.2 is hereby amended to read: **“Section 5.2 Minimum Square Footage.** The area of the main residential structure, exclusive of porches (whether open or screened), a garage or other car parking facility, terraces, driveways and servant's quarters shall not be less than two thousand (2000) square feet for any such structure located in the First Subdivision except for those main residential structures located on Block 5 28 Indicated in the Plat of the First Subdivision, In which case the square footage of said living area is to be not less than two thousand Five hundred (2500) square feet. Provided, however, at its sole and exclusive discretion the Architectural Committee may authorize the construction of a man residential structure located in the First Subdivision, except for those to be located in Block 5, having a living area reduced to not less than one thousand eight hundred (1800) square feet, and may, as to main residential structures located on Block 5, so authorize the construction of such a structure with a living area reduced to two thousand two hundred Fifty (2250) square feet. Issuance of such authorization in any Instance or instances, however, shall in no way obligate the Architectural Committee to approve such reduced square footages for any other living area or areas.”

Section 5.7 is hereby amended to read: **“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 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 owners' Visibility of the golf course area nor (iv) in 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. 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 shall upon publication, become binding upon all owners of Residential Sites located in the first Subdivision. Such requirements shall in every way be consistent with the twin 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.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to the Supplemental Declaration for the First Subdivision, the day and year first above written.

SOUTH SHORE HARBOUR DEVELOPMENT,

By: South Shore Harbour Investors,  
a Texas general partnership

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
JACK COOGAN,  
Managing General Partner

Anrem Corporation,  
a Texas corporation

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
MARC CUENOD,  
President

**STATE OF TEXAS**

**COUNTY OF HARRIS**

This Instrument was acknowledged before me on the 24<sup>th</sup> day of May, 1983, by Jack Coogan, partner on behalf of south shore Harbour Investors, a partnership.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Texas

Teresa L. Trimble  
Typed or Printed Name of Notary  
My Commission Expires: 6-7-86

**STATE OF TEXAS**

**COUNTY OF GALVESTON**

This instrument was acknowledged before me on the 23<sup>rd</sup> day of May, 1983, by Marc Cuenod, President of Anrem Corporation, a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Texas

Teresa L. Trimble  
Typed or Printed Name of Notary  
My Commission Expires: 6-7-86