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SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
 FOR
 ATASCOCCITA SHORES, SECTION SIX
 (A RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF HARRIS §

THAT THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by CIBRALTA SAVINGS ASSOCIATION, a savings and loan association chartered under the laws of the State of Texas, hereinafter referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, JOHNSON-LOGGINS, INC., a Delaware Corporation, has as a predecessor-declarant to Declarant heretofore executed that certain Declaration of Covenants, Conditions and Restrictions filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. E-093167, and recorded under Film Code No. 175-21-0710 of the Official Real Property Records of Harris County, Texas, imposing on ATASCOCITA SHORES, SECTIONS ONE AND TWO, a subdivision in Harris County, Texas,

~~according to the plats thereof recorded in Volume 205, Page 127~~
 and in Volume 212, Page 57 of the Map Records of Harris County, Texas, respectively, (or any subsequently recorded plat thereof), all those certain covenants, conditions, restrictions, easements, charges and liens therein set forth for the benefit of said property, and each owner thereof (the Declaration of Covenants, ~~Conditions~~ and Restrictions for Atascocita Shores, Sections One and Two being hereafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration contains provisions granting to such predecessor-declarant, its successors and assigns, ~~the right to bring within the sphere of such Original Declaration,~~ additional properties upon the terms set forth therein, including the approval of the Board of Trustees of the Atascocita Community Improvement Association of such annexation; and

WHEREAS, the Declarant is the owner of that certain real property formerly owned by Flro-Atascocita, Inc., known as ATASCOCITA SHORES, SECTION SIX, a subdivision in Harris County, Texas being 32.196 acres out of John Hams Survey, Abstract No. 479, Harris County, Texas, and desires as successor-Declarant to Johnson-Peddins, Inc., to add to the properties now comprising the Subdivision (as hereinafter defined) by subjecting such property to the covenants, conditions, restrictions, easements, charges and liens for the benefit of such property and each owner in the Subdivision; and

WHEREAS, Declarant has obtained the required approval for the addition of the real property described hereinabove as Atascocita Shores, Section Six to the properties now comprising the Subdivision, in accordance with the requirements of the Original Declaration and as subjected to the covenants, conditions, restrictions, easements, charges and liens set forth herein; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase property in Atascocita Shores, ~~Section Six that there be established and maintained a~~ uniform plan for the improvement and development of Atascocita Shores, Section Six, as a highly restricted and modern subdivision of the highest quality so that, among other things, the values and amenities in such property can be preserved; and

WHEREAS, there has heretofore been created an agency for the establishment and maintenance of a uniform plan for the improvement and development of the Subdivision, to which has been and will be delegated and assigned the powers of maintaining, administering and enforcing said uniform plan and the assessments and charges created in the Original Declaration and all Supplemental Declarations; and

WHEREAS, such predecessor-declarant has caused said ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION to be incorporated under the

laws of the State of Texas, as a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above as Atascocita Shores, Section Six, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of, and be a burden on, each Owner thereof.

ARTICLE I

Definitions

(a) "Association" shall mean and refer to ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, its successors and assigns, which corporation governs Atascocita Shores, Sections One, Two, Three, Four, Five and Six as set forth respectively, in the Declaration and Supplemental Declarations therefor.

(b) "Shores Six Association" shall mean and refer to the SHORES SIX COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, which Declarant shall cause to be incorporated, its successors and assigns, as provided in Article V hereof.

(c) "The Subdivision" shall mean and refer to Atascocita Shores, Sections One and Two, as defined in the Original Declaration; Atascocita Shores, Sections Three, Four and Five, as defined in the Supplemental Declarations therefor; Atascocita Shores, Section Six as defined herein, which is brought within the scheme of the Original Declaration by this Supplemental Declaration; all subsequent sections of Atascocita Shores Subdivision brought

by Declarant or its successors or assigns within the scheme of the Original Declaration; and any additional properties which may hereafter be brought by Declarant or its successors or assigns within the scheme of the Original Declaration pursuant to the provisions set forth herein.

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

~~(e) "Subdivision Plat" shall mean and refer to the map or~~
plat of Atascocita Shores, Section Six, as recorded in the Map Records of Harris County, Texas.

~~(f) "Lot" and/or "Lots" shall mean and refer to each of the~~
lots shown upon the Subdivision Plat. References herein to "the Lots (each Lot) in The Subdivision" shall mean and refer to Lots as defined respectively in this Supplemental Declaration and all subsequent Supplemental Declarations.

(g) "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots and the streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plats, and/or by virtue of prior grants
-- or dedications by Declarant or Declarant's predecessors in title.

References herein to "the Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in this Supplemental Declaration and all subsequent Supplemental Declarations.

~~(h) "Common Facilities" shall mean and refer to all existing~~
and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein.

Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners constructed on portions of one or more lots or on acreage owned by Declarant (or Declarant and others) which is not a part of the Properties. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; swimming pools; tennis courts; boat ramps and other similar and appurtenant improvements.

References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in this Supplemental Declaration and all subsequent Supplemental Declarations.

(i) "Limited Common Facilities" shall mean and refer to those facilities as specifically defined in Article V, Section 6, herein. Such Limited Common Facilities shall be primarily reserved for the use and benefit of the Owners of Lots as therein enumerated.

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

(k) "Owner" shall mean and refer to the record owner, or if such Lot is subject to a term purchase contract with Declarant, to the contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in

lied of foreclosure. References herein to "the Owners in The Subdivision" shall mean and refer to Owners as defined in this Supplemental Declaration and all subsequent Supplemental Declarations.

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

(m) "Shores Six Member" shall mean and refer to all those Owners who are members of the Shores Six Association as provided in Article V, Section 4 hereof.

(n) "Declarant" shall mean and refer to Gibraltar Savings Association, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat further establishes dedications, limitations, certain minimum setback lines, reservations and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, setback lines, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Supplemental Declaration for all purposes, as if fully set forth herein.

— and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the ~~improvements.~~ Further, Declarant reserves the right, ~~without the necessity of the joinder of any Owner or other person or entity,~~ to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes, (including, without limitation, gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, along and on either or both sides of any side Lot line, which such easements shall have a maximum width of five (5) feet on each side of such side Lot line.

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

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including,

but not limited to, water, sewer, telephone, electricity, gas and appurtenances thereto but shall not include cable television lines. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, cable television lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant or the Association's Board of Trustees. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on any portion of the Properties abutting such easements.

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

Section 6. Underground Electric Service. An underground electric distribution system will be installed within the Properties, which will be designated an Underground Residential Subdivision, and which underground service area shall embrace all Lots in The Properties. It is understood that the entry of the main power lines may be by an overhead line rather than an underground line. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and

maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company, at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For as long as underground service is maintained in the Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase 120/240 volt, three (3) wire, sixty (60) cycle alternating current.

Section 7. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE III

Property Subject to this Declaration

Section 1. Description. The real property which is, and

shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the following:

(a) All of Atascocita Shores, Section Six, being 32.186 acres out of the John Iiams Survey, Abstract No. A-479, Houston, Harris County, Texas, according to the Plat thereof recorded in Volume 316, Page 144, of the Map Records of Harris County, Texas (or any

~~subsequent recorded replat thereof,~~
all of which real property is sometimes hereinafter referred to as the "Existing Property".

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

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

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of the Declaration additional properties in future stages of the development (including, without limitations, subsequent sections of Atascocita Shores Subdivision and all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities), upon the approval of the Board of Trustees of the Association, in its sole discretion. Any additions authorized under this and the succeeding subsection, shall be made by filing

of record a Subsequent Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to the additional property which shall extend the scheme of the covenants, conditions and restrictions of the Original Declaration to such property and the execution thereof by members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Subsequent Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by the Original Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in the Original Declaration as may be applicable to the additional lands.

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

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving

corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Original Declaration or any Supplemental Declaration.

ARTICLE IV

The Association

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

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

Section 3. Trustees. The Association shall act through a five (5) member Board of Trustees, which shall manage the affairs of the Association as provided by the By-laws of the Association.

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

ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

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

Class A. Class A Members shall be all the Members of the Association, with the exception of the Declarant.

Class A Members shall be entitled to one vote for each Lot in The Subdivision in which they hold the interest required for membership by the Original Declaration or any Supplemental Declaration. When more than one person holds such interest or interests in any such Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event, shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant.

The Class B Member shall be entitled to eight (8) votes for each Lot in The Subdivision in which it holds the interest required for membership by the Original Declaration or any Supplemental Declaration; provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) on January 1, 1983.

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in The

Subdivision in which it holds the interest required for membership by the Original Declaration or any Supplemental Declaration.

Section 6. Title to Common Properties. The Declarant may retain the legal title to the Common Properties and Common Facilities in The Subdivision until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. ~~Until title to such Common Properties and Facilities~~ has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Properties and Common Facilities granted to the Association in the Original Declaration and all Supplemental Declarations.

ARTICLE V

Shores Six Association

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

Section 2. Purpose. The purpose of the Shores Six Association in general shall be to provide for and promote the health, safety, and welfare of the Shores Six Members, to collect the annual Shores Six maintenance charges and special assessments, to provide for the maintenance, repair, preservation, upkeep, and protection of the Shores Six Limited Common Facilities and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Supplemental Declaration.

Section 3. Trustees. The Shores Six Association shall act through a five (5) member Board of Trustees, which shall manage the affairs of the Shores Six Association as provided by the By-laws of the Shores Six Association.

Section 4. Shores Six Members. Each Owner, whether one or more persons or entities, of the Lots listed hereinbelow, shall,

upon and by virtue of becoming such Owner, automatically become a Member of Shores Six Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Shores Six Association shall automatically cease. Membership in the Shores Six Association shall be expressly limited to Owners of the following Lots:

Lots 1 through 50, both inclusive, Lot 66,
Lots 69 through 83, both inclusive, all in
Block One (1).

Membership in the Shores Six Association shall be appurtenant to and shall automatically follow the legal ownership of each of the above-described Lots and may not be separated from such ownership. Whenever the legal ownership of any such Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Shores Six Association, and no certificate of membership will be issued.

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

Class A. Class A Shores Six Members shall be all the Members of the Shores Six Association, with the exception of the Declarant. Class A Shores Six Members shall be entitled to one vote for each such Lot in which they hold the interest required for membership by this Supplemental Declaration. When more than one person holds such interest or interests in any such

Lot, all such persons shall be Shores Six Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event, shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Shores Six Member shall be the Declarant. The Class B Shores Six Member shall be entitled to eight (8) votes for each such Lot in which it holds the interest required for membership by this --

Supplemental Declaration; provided that the Class B Shores Six membership shall cease and become converted to Class A Shores Six membership on the happening of whichever of the following events occurs earlier:

(a) when the total votes outstanding in the Class A Shores Six membership equal the total votes outstanding in the Class B Shores Six membership;

(b) on January 1, 1993.

From and after the happening of whichever of said events occurs earlier, the Class B Shores Six Member shall be deemed to be a Class A Shores Six Member entitled to one (1) vote for each such Lot in which it holds the interest required for membership by this Supplemental Declaration.

Section 6. Title to Shores Six Limited Common Facilities.

The Limited Common Facilities shall be the boat canals, connecting certain Lots in the subdivision to Lake Houston as shown on the Subdivision Plat, which lots are more particularly identified as Lots 1 through 50, both inclusive, 66, and 69 through 83, both inclusive, all in Block One of the subdivision. The Declarant may retain legal title to the Shores Six Limited Common Facilities, subject to the Harris County Flood Control District Drainage Easements as shown on the Subdivision Plat, until such time, as

~~in the sole opinion of Declarant, the Shores Six Association~~

is able to operate and maintain said Limited Common Facilities. Until title to the Shores Six Limited Common Facilities has been conveyed to the Shores Six Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to the Shores Six Limited Common Facilities granted to the Shores Six Association in this Supplemental Declaration and any subsequent Supplemental Declarations.

ARTICLE VI

Property Rights in the Common Properties and Common Facilities

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

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

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

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

(c) The right of the Association to enter into management and/or operating contracts or agreements relative

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

Facilities in such instances and on such terms as its Board of Trustees may deem appropriate; and

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

(e) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II hereof and in the Original Declaration and subsequent Supplemental Declarations; and

(f) The restrictions as to use of the Common Properties provided for in Article X hereof.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Common

Facilities in The Subdivision, together with all easement rights granted to Members in the Original Declaration and all Supplemental Declarations, to the members of his family, his tenants, or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

ARTICLE VII

Annual Assessments for the Association

Section 1. The Maintenance Fund. All funds collected by the Association from the regular maintenance charges provided for in this Article, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in The Subdivision by the Original Declaration and by all Supplemental Declarations, shall constitute and be known as the "Association Maintenance Fund". The Association Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members for the following purposes, to-wit: to promote the health, safety, recreation, and welfare of the Members, including, without limitation, the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Properties and Common Facilities in The Subdivision, and any other areas provided by the Original Declaration, this Supplemental Declaration, and any Subsequent Supplemental Declaration, to be developed or maintained by the Association, such as shrubbery, trees, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of The Subdivision by the Members.

In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in the Subdivision which are situated on property owned by Declarant (or affiliated or subsidiary entities) but which then has not been brought within the scheme of the Declaration under the authority provided in Article III hereof, the Association shall have the right and authority to allocate and expend such amounts from the Association Maintenance

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

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

In the event Declarant shall operate any Common Facility in the Subdivision, or such Common Facility shall be operated by

others on behalf of Declarant under agreement authorized hereby,
and the actual proceeds realized by Declarant from such operation
shall be less than the actual costs incurred by Declarant in con-

~~nection with operating and maintaining any such Common Facility,~~

Declarant shall be entitled to be reimbursed from the Association
Maintenance Fund for all costs actually incurred by Declarant in
maintaining and operating such Common Facility in excess of the

~~actual proceeds realized by Declarant from such operation, as~~

such costs are incurred, to the extent that the balance of the
Association Maintenance Fund from time to time existing exceeds the
amount then designated by the Board of Trustees of the Association
in good faith to be the minimum amount necessary to accomplish

the maintenance functions of the Association. Further, Declarant
shall be entitled to be reimbursed from the Association Maintenance
Fund for all ad valorem taxes and other assessments in the nature
of property taxes fairly allocable to the Common Properties and
Facilities and accrued subsequent to the recordation hereof, and
prior to the date on which title to such Common Properties and
Common Facilities is conveyed to the Association by Declarant,
which have been actually paid by Declarant.

Section 2. Covenant for Assessments. Subject to the provi-
sions set forth below in Sections 3 and 4 relating to the rate at

which the maintenance charge and assessment imposed herein shall
be paid on unimproved Lots, each and every Lot in the Properties

~~is hereby severally subjected to and impressed with a regular~~

annual maintenance charge or assessment in the amount of TWO

HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$228.00) per annum per

Lot (herein sometimes referred to as the "full maintenance charge")

which shall run with the land, subject to increase and decrease

and payable as provided in Section 5 of Article VII hereof.

Each Owner of a Lot, by his claim or assertion of ownership
or by accepting a deed to any such Lot, whether or not it shall be

so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, ~~together with all improvements thereon, as hereinafter more particularly stated.~~ Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use of enjoyment of the Common Properties or Common Facilities, or any part thereof, or by abandonment of his Lot or his interest therein.

Section 3. Unimproved Lots Owned by Declarant or Builders.

Declarant and builders shall pay fifty percent (50%) of the then existing full maintenance charge assessment for each Lot owned by them, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been permitted to be occupied, ~~whichever occurs first. Thereafter, commencing on the first day of~~ the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. If the annual maintenance charge on such Lot has been prepaid at fifty percent (50%) of the full maintenance charge then assessed for the portion of the calendar year remaining after the full maintenance charge becomes applicable to such Lot, as herein provided, the then Owner of such Lot shall be obligated to pay to the Association, on the date the full maintenance charge

becomes applicable, as herein provided, that pro rata portion of fifty percent (50%) of the full maintenance charge then assessed, which shall bear the same ratio to fifty percent (50%) of such full maintenance charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each builder to notify the Association at the time a residence has been substantially completed or permitted to be occupied. ~~The term "substantial completion" as used herein~~

shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. The term "builder" for the purposes of this Supplemental Declaration is defined as any person, firm, corporation, or other entity who is engaged in the business of building residential structures for sale or rental purposes, and not for his or its personal use or occupancy.

Section 4. Unimproved Lots Owned by Owners Other Than Declarant and Builders. Owners of unimproved Lots other than Declarant and builders shall pay fifty percent (50%) of the then existing full maintenance charge assessment for each Lot owned by them, until a residential structure has been completed thereon and has been occupied. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. If the annual maintenance charge on such Lot has been prepaid at fifty percent (50%) of the full maintenance charge then assessed for the portion of the calendar year remaining after the full maintenance charge becomes applicable as herein provided, then the Owner of such Lot shall be obligated to pay to the Association, on the date the full maintenance charge becomes applicable, as herein provided, that pro rata portion of fifty percent (50%) of the full maintenance charge then assessed, which shall bear the same ratio to fifty percent (50%) of such full maintenance charge as the number of full calendar

months remaining in such calendar year bears to twelve (12). It shall be the duty of each such Owner to notify the Association at the time such residential structure has been completed and occupied.

Section 5. The Annual Maintenance Charge. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year in which it is made and shall be payable on the day fixed for commencement, or in equal monthly installments over the balance of the year, at the election of the Association. The assessments for each calendar year after the first year shall be due and payable to the Association in advance on January 1st each year, or in twelve (12) equal monthly installments over such year, at the election of the Board of Trustees of the Association. Provided, however, that, upon the purchase of his Lot (as evidenced by the date of his term, Contract of Sale or Deed, or his occupancy, whichever is earlier), each Member shall be obligated to pay to the Association a pro rata part of the applicable percentage (as determined pursuant to the terms hereof) of the regular annual maintenance charge assessed on such Lot, which shall bear the same ratio to the applicable percentage of the full annual maintenance charge as the number of full calendar months remaining in the year of purchase to twelve (12), and which shall be payable in full upon such purchase or in equal monthly installments over the balance of the year of purchase, as the Board of Trustees of the Association may elect.

The Board of Trustees of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution ~~increasing the annual~~ maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each lot shall, within thirty

(30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Trustees which fixes the amount of the regular annual maintenance charge or assessment in excess of TWO HUNDRED TWENTY EIGHT AND NO/100 DOLLARS (\$228.00) per year, or in excess of the annual maintenance charge or assessment last ratified by the Members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the Lots in the Subdivision if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one percent (51%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charge or assessment shall take effect retroactively.

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

Section 6. Quorum for any Action Authorized Under Section 5.

The Quorum required for any action authorized by Section 5 hereof shall be as follows:

At the first meeting called, as provided in Section 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum.

If the required quorum is not forthcoming at any meet-

ing, another meeting may be called and the required

quorum at any such subsequent meeting shall be one-

half (1/2) the required quorum at the preceding meet-

ing, provided that such reduced quorum requirement

shall not be applicable to any such subsequent meet-

ing held more than sixty (60) days following the pre-

ceding meeting.

Section 7. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Owner for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Liens to Secure Assessments. The regular annual maintenance charges or assessments, as hereinabove provided for, shall constitute and be secured by a separate and valid and sub-sisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members. Subject to the condition

that the Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to the following:

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

political subdivision or special district thereof, and

(b) all liens securing amounts due or to become due

under any term Contract of Sale dated, or any mortgage,

vendor's lien, or deed of trust filed for record, prior

to the date payment of any such charges or assessments

become due and payable, and

(c) all liens, including, but not limited to, vendor's

liens, deeds of trust, and other security instruments

which secure any loan made by any lender to an Owner

for any part of the purchase price of any Lot when

the same is purchased from a builder or for any part

of the cost of constructing, repairing, adding to,

or remodeling the residence and appurtenances situated

on any Lot to be utilized for residential purposes.

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

Section 9. Effect of Non-Payment of Assessment. If any annual charge or assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the

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

Section 10. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE VIII

Annual Assessments and Special Assessments for Shores Six Community Improvement Association

Section 1. The Maintenance and Special Assessment Fund.

All funds collected by the Shores Six Association from the regular maintenance charges provided for in this Article, shall constitute and be known as the "Shores Six Association Maintenance Fund". Additionally, all funds collected by the Shores Six Association from special assessments, if any, which are authorized pursuant to the terms and conditions of Section 4 of Article

VIII hereof shall constitute the proceeds of a separate fund known as the "Special Assessment Fund", each such Special Assessment Fund to be used for the purposes set forth in Section 4 of Article VIII.

The Shores Six Association Maintenance Fund shall be held, used, and expended by the Shores Six Association for the common benefit of all Shores Six Members for the following purposes, to-wit: to promote the health, safety, recreation, and welfare of the Shores Six Members, including, without limitation, the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Limited Common Facilities in The Subdivision, and any other areas provided by this Supplemental Declaration, and any subsequent Supplemental Declaration to be developed or maintained by the Shores Six Association, including the dredging of the boat canals as necessary from time to time, and the construction, repair, maintenance and replacement of such Limited Common Facilities devoted to such purposes and related to the use and enjoyment of The Subdivision by the Shores Six Members.

The Shores Six Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1 preference over other purposes, or give one or more purposes set forth in Section 4 with respect to any special assessments, and it is agreed that all expenses incurred and expenditures and decisions made by the Shores Six Association in good faith shall be binding and conclusive on all Shores Six Members.

In the event Declarant shall operate any Limited Common Facility in The Subdivision, or such Limited Common Facility shall be operated by others on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant in connection with operating and maintaining any such

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

Section 2. Covenant for Assessments. Subject to the provisions set forth below in Sections 3 relating to the rate at which the maintenance charge imposed herein shall be paid on unimproved Lots owned by Declarant or builders, each Lot in the Properties as specified herein below is hereby severally subjected to and impressed with a regular annual maintenance charge in an amount equal to Sixty and No/100 Dollars (\$60.00) per year (herein sometimes referred to as the "full maintenance charge" or "regular maintenance charge"), which Lots are more particularly described as follows, to-wit:

Lots 1 through 50, both inclusive, Lot 66,
and Lots 69 through 83, both inclusive,
all in Block One (1).

Each regular maintenance charge levied and imposed against the Lots specified herein shall run with the land, subject to increase and decrease and payable as provided in Section 5 below. Additionally,

if any special assessments are levied or imposed under the terms and conditions of ~~Section 4 of Article VIII hereof~~, each Shores Six Member shall be deemed to covenant and agree to pay to the Shores Six Association any such special assessments as provided ~~in Section 4 of this Article VIII~~, which assessments shall also run with the land and shall be levied and imposed against all Shores Six Members on an equal basis as set forth herein for the purposes more particularly described in ~~Section 4 of Article VIII hereof~~.

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

Section 3. Unimproved Lots Owned by Declarant or Builders.

Declarant and builders shall pay fifty percent (50%) of the then existing full maintenance charge assessment for each Lot owned by them, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month,

the full maintenance charge then assessed shall become applicable.

If the annual maintenance charge on such Lot has been prepaid at fifty percent (50%) of the full maintenance charge then assessed for the portion of the calendar year remaining after the full maintenance charge becomes applicable to such Lot, as herein provided, the then Owner of such Lot shall be obligated to pay to the Association, on the date the full maintenance charge becomes applicable, as herein provided, that prorata portion of fifty percent (50%) of the full maintenance charge then assessed, which shall bear the same ratio to fifty percent (50%) of such

full maintenance charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each builder to notify the Shores Six Association at the time a residence has been substantially completed or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. The term "builder" for the purposes of this Declaration is defined as any person, firm, corporation, or other entity who is engaged in the business of building residential structures for sale or rental purposes, and not for his or its personal use or occupancy.

Section 4. Special Assessments. The Board of Trustees of the Shores Six Association, from time to time by the adoption of

a resolution for such purpose, subject to ratification by the Members of the Shores Six Association as hereinafter provided, may levy and impose, against those Lots specified in Section 2 of Article VIII hereof, a special assessment for a specific amount, which shall be determined as provided in Section 2 hereof, to create the Special Assessment Fund to be used for purchasing equipment or facilities for the Limited Common Facilities, consisting of the boat canals as shown on the Subdivision Plat, and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such Limited Common Facilities, including without limitation the dredging of the boat canals as may be necessary from time to time, and to pay any ad valorem taxes assessed against such Limited Common Facilities by local taxing authorities; provided, however, that before any such resolution shall become effective, it shall be ratified either (i) by the assent in writing of the Shores Six Members who in the aggregate then own at least two-thirds (2/3) of the Lots which are subject to membership in the Shores Six Association if no meeting of the membership is held for ratification, or (ii) by the assent of two-thirds (2/3) of the votes of the Shores Six Members who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum is present. The Owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided in such resolution.

Section 5. The Annual Maintenance Charge. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Shores Six Association to be the date of commencement. The first annual assessment shall be made for the balance of the calendar

~~year in which it is made and shall be payable on the day fixed for~~
~~commencement, or in equal monthly installments over the balance of~~
~~the year, at the election of the Board of Trustees of the Shores~~
~~Six Association. The assessments for each calendar year after the~~
~~first year shall be due and payable to the Shores Six Association~~
~~in advance on January 1st each year, or in twelve (12) equal~~
~~monthly installments over such year, at the election of the Board~~
~~of Trustees of the Shores Six Association. Provided, however,~~

~~that, upon the purchase of his Lot (as evidenced by the date of~~
his term Contract of Sale or Deed, or his occupancy, whichever is
earlier), each Shores Six Member shall be obligated to pay to the
Association a pro rata part of the applicable percentage (as deter-
mined pursuant to the terms hereof) of the regular annual mainte-
nance charge assessed on such Lot, which shall bear the same ratio
to the applicable percentage of the full annual maintenance charge
as the number of full calendar months remaining in the year of
purchase bear to twelve (12), and which shall be payable in full
~~upon such purchase or in equal monthly installments over the~~
balance of the year of purchase, as the Board of Trustees of the
Shores Six Association may elect.

The Board of Trustees of the Shores Six Association may
decrease or increase the amount of the regular annual maintenance
charge provided for herein at any time and from time to time by
the adoption of a resolution for such purpose, but no resolution
increasing the annual maintenance charge assessment shall become
effective prior to the expiration of ninety (90) days from date
of its adoption, and the Owner of each lot shall, within thirty
(30) days from such effective date, pay to the Shores Six Associa-
tion the proportionate part of such increase for the balance of
the year in which such resolution is adopted; provided, however,
that no resolution of the Board of Trustees which fixes the amount
of the regular annual maintenance charge in excess of Sixty and

No/100 Dollars (\$60.00) per year against those Lots which are subject to such maintenance charge as set forth in Section 2 of Article VIII hereof, or in excess of the annual maintenance charge last ratified by the Shores Six Members of the Shores Six Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of the Shores Six ~~Members of the Shores Six Association who in the aggregate then~~ own at least fifty-one percent (51%) of the Lots subject to membership in the Shores Six Association if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one percent (51%) of the votes of the Shores Six Members of the Shores Six Association who are present and voting in person or by proxy at a special meeting of the membership of the Shores Six Association called for this purpose and at which a quorum is present. The written assent or the vote of the Shores Six Members ~~must be given prior to the effective date of the resolution of the~~ Board of Trustees. No increase in the annual maintenance charge shall take effect retroactively.

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

Section 6. Quorum for any Action Authorized Under Section 5.

The Quorum required for any action authorized by Section 5 hereof ~~shall be as follows:~~

At the first meeting called, as provided in Section 5 hereof, the presence at the meeting of Shores Six

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

Section 7. Duties of the Board of Trustees. The Board of Trustees of the Shores Six Association shall fix the date of commencement and the amount of the assessment against each Lot or Owner for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Shores Six Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Shores Six Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Shores Six Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Liens to Secure Assessments. The regular annual maintenance charges or any special assessments authorized as herein provided in Section 4 of Article VIII hereof shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Shores Six Association and all Shores Six Members. Subject to

the condition that the Shores Six Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to the following:

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

~~(b) all liens securing amounts due or to become due~~

~~under any term Contract of Sale dated, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable, and~~

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

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

Section 9. Effect of Non-Payment of Assessment. If any annual charge or special assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Shores Six Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorney's fees. Shores Six Association, as a common expense of all Shores Six Members, may institute and maintain an action at law or in equity against any defaulting Shores Six Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Shores Six Association and may be maintained and prosecuted by the Shores Six Association in a like manner ~~of an action to foreclose the lien of a mortgage or deed of trust on real property.~~

Section 10. Collection and Enforcement. Each Shores Six Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Shores Six Association, and in its officers and agents, the right, power and authority to take all action which the Shores Six Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE IX

Architectural Control Committee

~~Section 1.~~ Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall

any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any building with respect to the Lot lines), by the Architectural Control Committee constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures with respect to garage access and major entry and frontage. The Architectural Control Committee also shall have full power and authority to

reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

Section 2. Slab Elevation Certification. Each Owner shall submit to the Architectural Control Committee, prior to commencement of construction or erection of any residential structure, attached garage or other attached appurtenance thereto on any Lot, together with the plans and specifications and other data herein required, a certificate from a registered professional engineer (or such other authority as shall be acceptable to the Architectural Control Committee) certifying, in such form as may be required by the Architectural Control Committee, the elevation above mean sea level of the top of the finished slab (or finished beam, if a pier and beam foundation is utilized) for all portions of such residential structure, attached garage or other attached appurtenance relative to and based on such submitted plans and specifications and the proposed location of such structure on the Lot.

Section 3. Committee Membership. The Architectural Control Committee ("Committee") is currently composed of Charles R. Ackerman, Stanton W. Gedvillas, and David F. Foster, who, by a majority vote may designate a representative or representatives to act for them. The Committee shall remain independent of both the Association and Shores Six Association. That is, the Committee shall in no way be controlled by, or obligated to approve any recommendations or requests of the membership of either Association.

The term Committee as used herein shall refer to the individuals named above, their assignee(s) as permitted herein, or the Committee's designated representatives.

In the event of death or resignation of any member or members of the Committee, the remaining member or members shall appoint a successor member or members. Until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Committee as provided herein, or to designate representatives with like right, authority and power.

Section 4. Transfer of Authority to the Association. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the Committee, to the Board of Trustees of the Association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the Board of Trustees of the Association shall have full right, authority and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 5. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation a limited number of acceptable exterior materials and/or finishes), which shall constitute guidelines only and shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 6. Minimum Slab Elevation. Based upon an independent engineering flood study prepared by engineers retained by Declarant and historical and other data available to Declarant, Declarant has determined that the orderly development of The Subdivision and the safety and well-being of the Owners and their

property would be served best by further restricting construction in the Properties as follows:

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

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

Section 7. Construction Requirements.

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot, and all residential structures situated on any Lot.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appendances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction.

For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) A concrete sidewalk four (4) feet wide shall be constructed from the street adjacent to the front of each Lot to the front of the residential structure to be situated thereon. No other sidewalks shall be permitted on any Lot without the express written consent of the Architectural Control Committee. The plans for each residential building on each of said Lots shall include plans and specifications for such required sidewalk and any other proposed sidewalks, and such required sidewalk and other approved sidewalks, if any, shall be constructed and completed before the main residence is occupied.

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

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

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

~~(g) No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building setback lines as shown on the Subdivision Plat.~~

(h) All structures situated on any Lot shall have three hundred twenty-five (325) pound composition shingle roofs or better, subject to the prior written approval of the Architectural Control Committee.

(i) No radio or television aerial wires or antenna shall be maintained on any portion of any lot forward of the front building line of said lot; nor shall any antenna of any style be permitted to extend above the roof of the main residential structure on said lot.

(j) No device or structure, which is designed or intended to be used for the purpose of bringing in cable television, such as a microwave dish or other similar device, shall be installed, placed on or permitted to remain, on any portion of a Lot within the Subdivision, without the prior written approval of the Architectural Control Committee.

Section 8. Size of Residence. No residential structure erected on any Lot shall have more than two (2) stories, nor ~~exceed thirty-five feet (35')~~ in height. No residential structure with an exterior area of less than the applicable minimum number of square feet set forth below, exclusive of the area of

attached garages, porches, servant's quarters, or other appurtenances or appendages, shall be erected on any Lot:

<u>Type of Structure</u>	<u>Minimum Exterior Area</u>
(a) One (1) story residence	2,000 square feet
(b) One and one-half (1-1/2) story and two (2) story residence	2,200 square feet
(c) Residences situated on corner lots (without regard to number of stories)	2,200 square feet

For the purposes hereof, the term "corner Lots" shall mean and refer to Lots 1, 24, 25, 41, 42, 57, 58, 68, and 84, all in Block One (1) and Lots 1, 8 and 16, all in Block Two (2).

Section 9. Building Location. No structure shall be located on any Lot between the building setback lines shown on the Subdivision Plat and the street. No building shall be located nearer than five (5) feet to any interior Lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front Lot line may be located within three (3) feet of an interior Lot line. No building or garage or other permitted accessory building shall be located:

(a) nearer than twenty-five (25) feet to any Lot line of Lots 9 through 19, both inclusive, Lots 32, 33, 75 and 76, all in Block One (1), which abuts or is coincident with Lake Houston; or

(b) within the several Harris County Flood Control District Drainage Easements and Boat Canals, the boundary of which is coincident with certain Lot lines of Lots 1 through 8, both inclusive, Lots 19 through 50, both inclusive, Lot 66, Lots 69 through 83, both inclusive, all in Block One (1), according to the Subdivision Plat.

No main residence building nor any part thereof shall be located on any Lot, other than those described in (a) and (b) immediately above, nearer than fifteen (15) feet to the rear Lot line.

Without limiting the authority granted in Section 1 of Article IX hereof, the Architectural Control Committee shall have absolute discretion to determine the orientation and location of the front elevation of the residential structure with respect to the front building setback line, and may require, in its sole discretion, that such front elevation be situated on or a specific distance behind such front building setback line.

~~For the purposes of this Section, eaves, steps, air conditioning units and open porches shall not be considered as a part~~ of the building; provided, however, that the foregoing shall not ~~be~~ construed to permit any portion of a building on any lot to encroach upon another lot. For the purposes of this Supplemental Declaration, the front line of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the lot, and each detached garage will be located at least sixtyfive (65) feet from the front of the lot on which it is situated and will be provided with a driveway access from the front of the lot; provided that such access may be from the front or side of corner lots (as defined herein), unless such side access would be from a major throughfare (defined, for the purposes hereof, as any street having a right-of-way 80 feet or more in width), in which event access to the garage must be from the front of the lot.

Section 10. Walls, Fences and Hedges. No walls, fences or hedges shall be erected or maintained nearer to the front lot line than the walls of the dwelling situated on such lot which are nearest to such front lot line. All permitted side or rear ~~fences and walls must be~~ at least six (6) feet in height, but not to exceed eight (8) feet, unless otherwise approved in writing by the Architectural Control Committee.

Fences must be of ornamental iron, wood, or masonry construction. No chain link fences shall be permitted, except to enclose swimming pools, and then only if they are not visible from the street or lake. Additionally, no fences shall be erected or maintained along any side or rear lot lines which abut or are coincident with the shore line of Lake Houston or which abut or are coincident with the Harris County Flood Control District Drainage Easements and boat canals according to the subdivision plat, unless otherwise approved in writing by the Architectural Control Committee.

Ownership of any wall, fence or hedge erected as a protective screening on a lot by Declarant shall pass with title to such lot and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of Owner or occupant of any lot in maintaining said protective screening and such failure continuing after ten (10) days' written notice thereof, Declarant or its successors or assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said lot and cause said protective screening to be repaired or maintained or to do any other thing necessary to secure compliance with this Supplemental Declaration, so as to place said protective screening in a satisfactory condition, and may charge the Owner or occupant of such lot for the cost of such work by submitting a statement setting forth the cost of such work to the Owner or occupant of such lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such lot, to pay such statement immediately upon receipt thereof. The amount of such charge, together with interest thereon at the maximum permissible rate under the laws of Texas and reasonable costs of collection, shall be a charge and continuing lien upon such lot, as well as

the continuing personal obligation of the Owner of such Lot at the time such charge is incurred. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or improvement of any such Lot.

Section 11. Variances. Article IX, Sections 1 through 10 of this Supplemental Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenants. Those restrictive covenants which do not expressly allow for the discretionary granting of variances by the Architectural Control Committee are mandatory and unalterable.

The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Lot Owner requesting such variance, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height or specific location approved, and signed by a majority of the

then members of the Architectural Control Committee (or their designated representatives) if one has been appointed under the authority contained in Section 3. above. Any request for a variance shall be deemed disapproved for the purposes hereof if (a) written notice of disapproval from the Architectural Control Committee has been forwarded; or (b) the Architectural Control Committee has failed to respond to the variance request. In the

~~event the Architectural Control Committee or any successor thereof~~
~~shall not then be functioning; and/or the term of the Architectural~~
Control Committee shall have expired and the Board of Trustees of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Trustees of the Association.

ARTICLE X.

Building and Use Restrictions

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family residence, with appurtenances, and no structure shall be occupied or used until the exterior construction thereof is completed. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than two (2) nor more than four (4) automobiles. No such detached garage shall have more than one (1) story without approval of Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the ~~garaging of automobiles.~~ All Owners, their families, tenants and

contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial, trade purposes or for professional purposes either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 3. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated, home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, and during the period of and in connection with the construction and sale of residences and other ~~improvements on the Properties.~~ Such facilities may include, but not necessarily be limited to, a temporary right of Declarant or any builder authorized by Declarant to use an unsold residence

situated on a Lot as a temporary office or model home during the period of and in connection with construction and sale of the Properties, but in no event, shall a builder have such right for a period in excess of one (1) year from the date of substantial completion as determined by the Declarant or the Board of Trustees of the Association of the last residence in the Properties.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage, or on any street, except passenger cars and trucks smaller than three-quarters of a ton may be parked on the street in front of the Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any Lot, street, driveway or garage which is open or exposed to the street or other portion of the Common Properties. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgment of the Board of Trustees of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

Section 5. Signs. Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant

or any successors or assigns of Declarant to whom the rights of Declarant under this Section 5 are expressly transferred, shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except:

(a) Builders may display on the street one (1) sign only of not more than four (4) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and

(b) Any Owner may display one (1) sign of not more than four (4) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Declarant or its agent shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or common household pets [not to exceed three (3) adult animals] may be kept, but they shall not be bred or kept for commercial purposes.

~~Section 7.~~ Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 8. Garbage and Refuse Storage and Disposal. All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot, street, or any part of the Common Properties shall be used or maintained as a dumping

ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street and lake, except that new building materials used by Builders in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, and such materials are incorporated into the improvements within sixty (60) days after delivery to the lot, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is whether it shall be through public authority or through private garbage disposal service. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. Neither shall any material whatsoever be dumped into any storm sewer, the lake, canal, or upon any common areas of the Properties.

Section 9. Septic Tanks. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot, or other portion of the Properties.

Section 10. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot or other portion of the Properties unless the express written consent of the Architectural Control Committee first shall have been obtained.

Section 11. Driveways and Culverts. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot

may be occupied or used. No Owner may block any drainage ditch (including road ditches). The specifications for and construction of all drain tiles or culverts in any drainage ditch, whether to be installed in connection with a driveway or otherwise, must be approved by the Association.

Section 12. Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line.

Section 13. Minimum Lot Area. No Lot shall be resubdivided unless such resubdivision results in each resubdivided Lot containing not less than eight thousand four hundred (8,400) square feet, nor shall any building be erected or placed on any Lot having an area of less than eight thousand four hundred (8,400) square feet.

Section 14. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 15. Lot Maintenance. The Owners or occupants of all Lots, including unimproved Lots owned by owners other than Declarant, shall at all times keep all weeds and grass thereon cut and edged in a sanitary, healthful and attractive manner. Additionally, the Owners of Lots which have certain lot lines abutting or coincident with Lake Houston or abutting the Harris County Flood Control District Drainage Easements as shown on the Subdivision Plat, such Lots being more particularly described in

~~Section 9, Article IX, hereof,~~ shall be responsible for and bear all costs and expenses in connection with maintaining, repairing, replacing, reconstructing or restoring that portion

of each such Owner's property, which constitutes the bulkheading located on the shore line of Lake Houston or abutting the Harris County Flood Control District Drainage Easements. No Lot shall be used for storage of materials and equipment, except such materials utilized for normal residential requirements or incident to construction of improvements thereon as herein permitted.

The Owners or occupants of all Lots shall not permit the accumulation of garbage, trash or rubbish of any kind on their Lots and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, waterfront or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

In the event of the default of the Owner or occupant of any Lot in the observance of any of the above maintenance requirements, such default continuing after ten (10) days written notice thereof, either the Board of Trustees of the Association, Declarant, or its respective successors and assigns, has the option, without incurring liability to the Owner or occupant in trespass or otherwise, of curing such default by entering upon said Lot, to accomplish and carry out one or more of the following: (i) causing weeds and grass to be cut and edged; (ii) causing any portion of the Lot Owner's property which constitutes the bulkheading as described in Section 15, Article X, hereof to be repaired, replaced, reconstructed or restored; (iii) garbage to be removed; (iv) storage piles to be screened; or (v) any other thing necessary to be done in order to place

said Lot in a neat, attractive, healthful and sanitary condition and in compliance with this Supplemental Declaration.

The Owner or occupant of any Lot upon which a maintenance violation has been cured as above provided shall be obligated to ~~pay all charges levied by the Association for all work performed.~~

The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such statement immediately upon receipt thereof. The amount of such charge, together with interest thereon at the maximum permissible rate under the laws of the State of Texas and reasonable costs of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time such charge is incurred. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or improvement of any such Lot.

Section 16. Exempt Property. Notwithstanding any provisions herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article X, except as to the extent same are made specifically applicable to the Common Properties.

ARTICLE XI

General Provisions

Section 1. Duration. The covenants and restrictions of this Supplemental Declaration and any subsequent Supplemental Declarations shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land or their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2012. During such initial term the covenants and restrictions of this Supplemental

Declaration may be changed or terminated only by an instrument signed by the then Owners of all Lots in the Subdivision and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Supplemental Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the Lots in The Subdivision and properly recorded in the appropriate records of Harris County, Texas.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Supplemental Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Supplemental Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Supplemental Declaration and shall not impair or affect the vested property or other rights

of any Owner or his mortgagee.

Section 4. Interpretation. If this Supplemental Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Supplemental Declaration shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Supplemental Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Supplemental Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Supplemental Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

ARTICLE XII

Consent of Board of Trustees of Association

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the Trustees of the ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION have executed this Supplemental Declaration to be effective the 10th day of November, 1982 *WFF*

ATTEST:

GIBRALTAR SAVINGS ASSOCIATION

[Signature]

By *Charles R. Ackerman*
CHARLES R. ACKERMAN
Senior Vice President

ATASCOCITA COMMUNITY IMPROVEMENT
ASSOCIATION

By *Charles R. Ackerman*
Trustee

By *William R. Tate*
Trustee

By *Sam E. Leile*
Trustee

By *Sam E. Leile*
Trustee

By *Barbara J. Lizzo*
Trustee

FILED

JUN 6 9 16 AM 1983

Paula Anderson
COUNTY CLERK
HARRIS COUNTY TEXAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

David E. Feille, Trustee for the ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, 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 considerations therein expressed, in the capacity therein stated and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of May, 1983.



Connie A. Graves

Notary Public in and for the
State of Texas

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LEWIS T. STINE, Trustee for the ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, 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 considerations therein expressed, in the capacity therein stated and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of May, 1983.

(Notary Seal)

CONNIE PROBST

My Commission Expires
September 20, 1984

Connie Probst

Notary Public in and for the
State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DAVID R. FOSTER, Trustee for the ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, 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 considerations therein expressed, in the capacity therein stated and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of September, 1983.



Susan Inman

Notary Public in and for the
State of Texas

SUSAN INMAN

My Commission Expires

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES R. ACKERMAN, Senior Vice President of GIBRALTAR SAVINGS ASSOCIATION, 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 considerations therein expressed, in the capacity therein stated and as the act and deed of said association.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of June, 1983.

Susan Inman
Notary Public in and for the

State of Texas

SUSAN INMAN

My Commission Expires

10/28 1985

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BARBARA J. Lepp, Trustee for the ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, 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 considerations therein expressed, in the capacity therein stated and as the act and deed of said association.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of June, 1983.

Susan Inman
Notary Public in and for the

State of Texas

SUSAN INMAN

My Commission Expires

10/28 1985

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES R. ACKERMAN, Trustee for the ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, 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 considerations therein expressed, in the capacity therein stated and as the act and deed of said association.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of JUNE, 1983.

Susan Inman
Notary Public in and for the

State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me and was duly RECORDED in the Official
Public Records of Real Property of Harris County Texas on

JUN 6 1983



Anta Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS