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SUPPLEMENTAL DECLARATION OF COVENANTS AND
RESTRICTIONS - PINEHURST OF ATASCOCITA, SECTION SIX
(A Residential Subdivision) *nee*

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS SUPPLEMENTAL DECLARATION, made on the date hereinafter set forth by JOHNSON-LOGGINS, INC., a Delaware corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants and Restrictions (hereinafter referred to as "The Declaration"), filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. E093167, and recorded under Film Code No. 175-21-0710, in the Official Public Records of Real Property of Harris County, Texas, imposing on Atascocita Shores Sections One and Two, subdivisions in Harris County, Texas, according to the respective plats thereof recorded in Volume 205, Page 127 and Volume 212, Page 57, of the Map Records of Harris County, Texas, all those certain covenants, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof; and

WHEREAS, The Declaration contains provisions granting to Declarant, its successors and assigns, the right to bring within the scheme of The Declaration additional properties upon the terms set forth therein; and

WHEREAS, Declarant has previously brought within the scheme of The Declaration portions of a subdivision known as Pinehurst of Atascocita, Sections One and Two; Pinehurst of Atascocita, Section Four; and the entirety of a subdivision known as Pines of Atascocita, Section One, as evidenced by Supplemental Declarations of Covenants and Restrictions relating thereto filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File Nos. E120206, E830984, and E545101, respectively; and

WHEREAS, Declarant is the owner of the real property described in Article III of this Supplemental Declaration, and desires to provide for the preservation of the values and amenities in such property, and, to this end, desires to bring such property within the scheme of The Declaration and add it to the properties now comprising The Subdivision (as such term is defined herein), by subjecting such property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner in The Subdivision; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in The Subdivision, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Properties and Common Facilities in The Subdivision (as such terms are defined herein) and administering and enforcing the assessments and charges created in The Declaration and all Supplemental Declarations; and

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

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

ARTICLE I

Definitions

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

- (a) "Association" shall mean and refer to ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION, INC., its successors and assigns.
- (b) "The Subdivision" shall mean and refer to Atascocita Shores, Sections One and Two; Pinehurst of Atascocita, Sections One (except Reserves A through C) and Section Two (except Reserves A through I); Pinehurst of Atascocita, Section Four; the entirety of a subdivision known as Pines of Atascocita, Section One; Pinehurst of Atascocita, Section Six (brought within the scheme of the Declaration by this Supplemental Declaration); all subsequent sections of Atascocita Shores Subdivision, Pinehurst of Atascocita Subdivision and Pines of Atascocita Subdivision brought within the scheme of The Declaration; and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities) brought within the scheme of The Declaration under the authority contained therein.
- (c) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Supplemental Declaration.
- (d) "Subdivision Plat" shall mean and refer to the map or plat of Pinehurst of Atascocita, Section Six, recorded in Volume 250, Page 132 of the Map Records of Harris County, Texas, or any subsequently recorded replat thereof. Whenever any of the provisions of The Declaration which are incorporated into this Supplemental Declaration shall refer to the "Subdivision Plats," for the purpose of this Supplemental Declaration, such reference shall be construed to mean and refer to the "Subdivision Plat" as that term is defined in this Subsection (d) of this Article I.
- (e) "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 The Declaration and all Supplemental Declarations.
- (f) "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 Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in The Declaration and all Supplemental Declarations.

(g) "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 in the Subdivision constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of The Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; swimming pools; tennis courts; boat ramps; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in The Declaration and all Supplemental Declarations.

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

(i) "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 mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in The Subdivision" shall mean and refer to Owners as defined respectively in The Declaration and all Supplemental Declarations.

(j) "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 The Declaration and all other Supplemental Declarations.

(k) "The Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. E093167, and recorded under Film Code No. 175-21-0710 in the Official Public Records of Real Property of Harris County, Texas, covering Atascocita Shores, Sections One and Two, subdivisions in Harris County, Texas, according to the respective plats thereof recorded in Volume 205, Page 127 and Volume 212, Page 57 of the Map Records of Harris County, Texas. In all instances, except in Article II, Section 3 of Article VI, and Section 1 of Article VIII of this Supplemental Declaration, whenever any of the provisions of The Declaration, which is incorporated into this Supplemental Declaration, shall refer to "this Declaration," for the purposes

of this Supplemental Declaration, such reference shall be construed to mean and refer to "The Declaration," as that term is defined in this Article I of this Supplemental Declaration. For the purposes of Article II, Section 3 of Article VI, and Section 1 of Article VIII of this Supplemental Declaration, whenever the corresponding Article and Sections of The Declaration, as incorporated into this Supplemental Declaration, shall refer to "this Declaration," such reference shall be construed to mean and refer to this Supplemental Declaration.

ARTICLE II

Easements

Subject to the Definitions set out in Article I hereof, the entirety of Article II, with appropriate Section designation, of The Declaration is hereby expressly incorporated herein by reference and shall be deemed to be Sections 1, 2, 3, 4, 5, 6, and 7 of this Article II of this Supplemental Declaration, as if fully set forth herein, and it is expressly provided that the easements provided for therein are hereby expressly created herein and the Properties shall be subject thereto.

ARTICLE III

Property Subject To This Supplemental Declaration

Section 1. Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the following:

All of Pinehurst of Atascocita, Section Six, a subdivision out of the J. W. Singleton Survey, Abstract No. 701, Harris County, Texas, according to the Plat thereof, recorded in Volume 250, Page 132 of the Map or Plat Records of Harris County, Texas, (or any subsequently recorded Plat or Replat thereof);

all of which real property is sometimes hereinafter referred to as the "Existing Property."

Section 1.1. Incorporation of The Declaration. Subject to the Definitions set out in Article I hereof, Sections 2 and 3, and all subsections thereof, of Article III of The Declaration are hereby expressly incorporated herein by reference and shall be deemed to be Sections 2 and 3 of this Article III of this Supplemental Declaration, as if fully set forth herein, and it is expressly provided that the mineral exception provided for therein is hereby expressly created, and the Properties shall be subject thereto.

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.

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Section 1.1. Incorporation of The Declaration. Subject to the Definitions set out in Article I hereof, Sections 2 through 6, and all subsections thereof, of Article IV of The Declaration are hereby expressly incorporated herein by reference and shall be deemed to be Sections 2 through 6 of this Article IV of this Supplemental Declaration, as if fully set forth herein.

ARTICLE V

Property Rights in the Common Properties and Common Facilities

Subject to the Definitions set out in Article I hereof, Sections 1, 2, and 3, and all subsections thereof except Subsection (h) of Section 2., of Article V of The Declaration are hereby expressly incorporated herein by reference and shall be deemed to be Sections 1, 2, and 3 of this Article V of this Supplemental Declaration, as if fully set forth herein. Subsection (h) of Section 2. of Article V of this Supplemental Declaration shall read as follows: "The restrictions as to the use of the Common Properties provided for in Article IX hereof."

ARTICLE VI

Annual Assessments

Subject to the Definitions set out in Article I hereof, Sections 1 through 10 of Article VI of The Declaration are hereby expressly incorporated herein by reference, and shall be deemed to be Sections 1 through 10 of this Article VI of this Supplemental Declaration, as if fully set forth herein, and it is expressly provided that the lien created in The Declaration to secure the payment of the annual maintenance charge is hereby expressly created herein, and each Lot, and all improvements thereon, shall be subject thereto.

ARTICLE VII

Utility Standby Charge

Each Lot is hereby subjected to a "standby charge" in the amount of Six and No/100 Dollars (\$6.00) per month, for the benefit of Harris County Municipal Utility District No. 151, which has been created to furnish water and sewer service to the Properties. Such charge shall be due and payable on the first day of the thirteenth (13th) month after the date upon which water and sewer service is available at the property line of each Lot then subject to such charge, and on the first day of each succeeding month thereafter, and ending on the first day of the month preceding the date upon which water and sewer use charges become due and payable for water and sewer service supplied to such Lot. To secure the payment of such "standby charge" established hereby, a lien upon each Lot is hereby granted to Harris County Municipal Utility District No. 151. Such liens shall be enforceable through appropriate proceedings in law by such beneficiary; provided, however, that each such lien shall be second, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that, as a condition precedent to any proceeding to enforce such lien upon any Lot on which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of

such first mortgage lien sixty (60) days written notice of such proposed action. Such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, shall contain the statement of the delinquent standby charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary will acknowledge in writing its obligation to give the foregoing notice to such holder with respect to the particular property covered by such first mortgage lien. The lien referred to herein shall be deemed to have been reserved in favor of the appropriate beneficiary in any deed to any Lot or any part thereof, whether or not the same shall be specifically reserved.

ARTICLE VIII

Architectural Control Committee

Section .1 Incorporation of The Declaration. Subject to the Definitions set out in Article I hereof, Sections 1, 2, 4, 5, 7, and 10, and all subsections thereof, of Article VIII of The Declaration are hereby expressly incorporated herein by reference, and shall be deemed to be Sections 1, 2, 4, 5, 7, and 10 of this Article VIII of this Supplemental Declaration, as if fully set forth herein.

Section 3. Committee Membership. The Architectural Control Committee is currently composed of Richard Therrien, Jack B. Miller and W. A. Sweitzer (who is Chairman of the Committee), and who, by a majority vote may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative or representatives). In the event of death or resignation of any member or members of Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority, and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority, and power.

Section 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 52.5 feet msl (1973 adjustment, USC&GS); or such other 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 8. Size of Residences. No residential structure erected on any Lot shall have more than two (2) stories, nor exceed thirty-five (35) feet 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) Residences situated on Lots other than corner Lots and Golf Course Lots	1800 square feet
(b) Residences situated on Golf Course Lots	2000 square feet
(c) Residences situated on corner Lots	2000 square feet

For the purposes hereof, the term "corner Lots" shall mean and refer to Lots 23, 24, 43, 44, 49 and 53, Block 17; Lots 16 and 29, Block 18; Lots 1, 6, 7 and 12, Block 19; Lots 1, 10, 11 and 23, Block 20; Lots 1, 17, 18, 24 and 37, Block 21; Lots 1, 13, 14 and 28, Block 22; Lots 3, 4, 11, 14 and 34, Block 23, according to the Subdivision Plat.

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; provided however, that no such garage or other permitted accessory building shall be located on any Lot:

(a) nearer than twenty-five (25) feet to the rear Lot lines of Lots One (1), Seven (7), Eight (8) and Seventeen (17) through Twenty-nine (29), all in Block Twenty-three (23) of Pinehurst Section Six, according to the Subdivision Plat; or

(b) within the Harris County Flood Control Easement which is coincident with portions of Lots Thirty-three (33), Thirty-four (34), Thirty-five (35), Fifty-two (52) and Fifty-three (53) in Block Seventeen (17) and Lots Sixteen (16) through Twenty-four (24) in Block Eighteen (18) of Pinehurst Section Six, according to the Subdivision Plat.

Notwithstanding the foregoing minimum side yard provision to the contrary, in no event shall the sum of the widths of the side yards of any Lot be less than fifteen percent (15%) of the width of the Lot measured (to the nearest foot) along the front setback line shown on the Subdivision Plat. For the purposes hereof, the term "side yard" shall mean and refer to that portion of the Lot lying between the side Lot line and a line coincident with the exterior wall of that structure (other than a garage or other permitted accessory building if same is set back at least 65 feet as above provided) situated on such Lot which is nearest such side Lot line. No main residence building nor any part thereof shall be located on any Lot nearer than fifteen (15) feet to the rear Lot line; provided however, that no main residential building shall be located:

(a) nearer than twenty-five (25) feet to the rear Lot lines of Lots One (1), Seven (7), Eight (8) and Seventeen (17) through Twenty-nine (29), all in Block Twenty-three (23) of Pinehurst Sect on Six, according to the Subdivision Plat; or

(b) within the Harris County Flood Control Easement which is coincident with portions of Lots Thirty-three (33), Thirty-Four (34), Thirty-five (35), Fifty-two (52) and Fifty-three (53) in Block Seventeen (17) and Lots Sixteen (16) through Twenty-four (24) in Block Eighteen (18) of Pinehurst Section Six, according to the Subdivision Plat.

For the purposes of this Section, eaves, steps 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 sixty-five (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 thoroughfare (defined, for the purposes hereof, as any street having a right-of-way 80 feet or more in width) or from any portion of Pinehurst Trail Drive or West Lake Houston Parkway, in which event access to the garage must be from the front of the Lot and the garage must open toward the front of the Lot.

Without limiting the authority granted in Section 1. of this Article VIII, 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 set back line, and may require, in its sole discretion, that such front elevation be situated on or a specified distance behind such front building set back line.

ARTICLE IX

Building and Use Restrictions

Section .1 Incorporation of The Declaration. Subject to the Definitions set out in Article I hereof, Sections 1 through 12 and Sections 14 and 15 of Article IX of The Declaration are hereby expressly incorporated herein by reference, and shall be deemed

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to be Sections 1 through 12 and Sections 14 and 15 of this Article IX of this Supplemental Declaration as if fully set forth herein, and it is expressly provided that the lien created therein to secure the payment of assessments for Lot Maintenance is hereby expressly created herein, and each Lot and all improvements thereon shall be subject thereto.

Section 13. Minimum Lot Area. No Lot shall be resubdivided unless such subdivision results in each resubdivided Lot containing not less than 9600 square feet of land. Provided, however, Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities and the Board of Trustees of the Association, but without the joinder and consent of any other party, to file a replat of the Subdivision Plat to effect a resubdivision or reconfiguration of any Lots in the Properties then owned by Declarant, so long as such replat results in each resubdivided Lot containing not less than 7800 square feet of land. The privilege to replat Lots in the Properties owned by Declarant reserved in this Section 13 shall be exercisable only by Declarant or any successor to Declarant's ownership of such Lots who acquires such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant, of any Lot in the Properties.

Section 16. Use of Common Properties. There shall be no obstruction of any part of the Common Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, nor shall any Owner do anything which would violate the easements, rights, and privileges of any Owner in regard to any portion of the Common Properties which is intended for the Common use and benefit of all Owners. Except as may be herein permitted, no member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure, or improvements or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible.

Section 17. Exempt Property. Notwithstanding any provision 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 IX, except as to the extent same are made specifically applicable to the Common Properties.

ARTICLE X

General Provisions

Section 1. Duration. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to The Declaration or any Supplemental Declaration (except as may be provided to the contrary in The Declaration or any Supplemental Declaration), their respective legal representatives, heirs, successors, and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2014. During such initial term, (a) the covenants and restrictions contained in all Articles

hereof other than Articles VIII and IX 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, and (b) the covenants and restrictions contained in Articles VIII and IX hereof may be changed or terminated only by an instrument signed by the then Owners of all Lots in the Properties and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, all of the covenants and restrictions of this Supplemental Declaration (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, (a) the covenants and restrictions contained in all Articles hereof other than Articles VIII and IX 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 and (b) the covenants and restrictions contained in Articles VIII and IX hereof 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 Properties 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 The Declaration and this Supplemental Declaration 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 provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Supplemental Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and 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.

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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 XI

Ratification: Lienholder:

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

ARTICLE XII

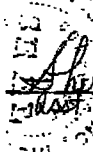
Consent of Board of Trustees of Association

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, the Lienholder, and the members of the Board of Trustees of the Association, have executed this Supplemental Declaration to be effective, this the 28th day of July, 1977.

JOHNSON-LOGGINS, INC. 302

ATTEST:


Sherrill H. Noble
Secretary

By Wallace H. Chappell
VICE President
DECLARANT

ATTEST:

GIBRALTAR SAVINGS ASSOCIATION

Don L. Hecsher
Assistant Secretary

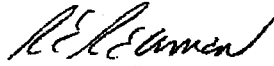
By Wyle R. Wisely
Executive President
LIENHOLDER

Wyle R. Wisely
Wyle R. Wisely, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

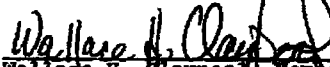
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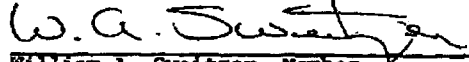
Dan D. Peterson, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.



R. E. Reamer, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.



Wallace H. Claypool, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.



William A. Sweltzer, Member,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of July, 1977.

Pat Oberpriller
Notary Public in and for
Harris County, T e x a s

PAT OBERPRILLER
My Commission Expires May 18, 1979

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BEFORE ME, the undersigned authority, on this day personally appeared Wylie R. Wisely, Jr. President of GIBALTAR 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 consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 1977.

Jean Simick
NOTARY PUBLIC in and for
Harris County, T E X A S

THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 1977.

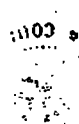
Jean Simick
NOTARY PUBLIC in and for
Harris County, T E X A S

171-16-0548

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 1977.

 James L. Jones
NOTARY PUBLIC in and for
Harris County, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of July, 1977.

Pat Oberpoller
NOTARY PUBLIC in and for
Harris County, T E X A S

PAT OBERPOLLER
My Commission Expires May 18, 1979

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of July, 1977.

Pat Oberpoller
NOTARY PUBLIC in and for
Harris County, T E X A S

PAT OBERPOLLER
My Commission Expires May 18, 1979

171-16-0549

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day
of July, 1977.

PAT OBERPRILLER
My Commission Expires May 18, 1979

Pat Oberpriller
NOTARY PUBLIC in and for
Harris County, T E X A S

Return to: Shirley Heller
Johnson Longins, Inc
1600 First City East
Houston, Texas 77002

171-16-0550

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

AUG - 2 1977



Peter Montoya
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
AUG 2 3 22 PM 1977
Peter Montoya
COUNTY CLERK
HARRIS COUNTY, TEXAS