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Golf Villas

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SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS
GOLF VILLAS OF ATASCOCITA
(A RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS I

COUNTY OF HARRIS I

THIS SUPPLEMENTAL DECLARATION, made on the date hereinafter set forth by ELRO-ATASCOCITA, INC., a Michigan corporation, (successor in interest to Johnson-Loggins, Inc.), hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Johnson-Loggins, Inc. 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. E-093167, 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 such Declaration additional properties upon the terms set forth therein; and

WHEREAS, Declarant has previously brought within the scheme of the Declaration, Atascocita Shores, Section Three; Atascocita Shores, Section Four; portions of a subdivision known as Pinehurst of Atascocita, Sections One and Two; Reserve "I" out of Pinehurst of Atascocita, Section Three; Pinehurst of Atascocita, Section Four; Pinehurst of Atascocita, Section Five; Pinehurst of Atascocita, Section Six; Pinehurst of Atascocita, Section Nine; 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. F658178, F938658, E120206, F679197, E830984, F685099, E240267, F676271 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

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

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;

WHEREAS, Declarant also has deemed it desirable, for the efficient preservation of the values and amenities in the properties made the subject of this Supplemental Declaration, to create an additional agency to which will be delegated and assigned the powers of maintaining and administering the Golf Villas Common Properties and Golf Villas Common Facilities (as such terms are defined in this Supplemental Declaration), and administering and enforcing the assessments and charges created in favor of such agency in this Supplemental Declaration; and Declarant shall cause a non-profit corporation (herein referred to as the Golf Villas Association"), to be incorporated under the laws of the State of Texas 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, easements, 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) "Golf Villas Association" shall mean and refer to the non-profit corporation which Declarant shall cause to be incorporated as provided in Article V hereof, its successors and assigns.
- (c) "The Subdivision" shall mean and refer to Atascocita Shores, Sections One and Two; Atascocita Shores, Section Four; Pines of Atascocita, Section One; Pinehurst of Atascocita, Section One (except Reserves A through C) and Section Two (except Reserves A through I); Pinehurst of Atascocita, Section Four; Pinehurst of Atascocita, Section Five; Pinehurst of Atascocita, Section Six; Golf Villas of Atascocita (brought within the scheme of The Declaration by this Supplemental Declaration); all subsequent sections of Atascocita Shores Subdivision, Pinehurst of Atascocita Subdivision, Golf Villas 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.
- (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 Golf Villas of Atascocita recorded in Volume 284, Page 126 of the Map Records of Harris County, Texas, or any subsequently recorded plat thereof.

(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 The Declaration and all 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 shown thereon and the "Golf Villas Common Properties" (as defined below), 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 (any Common Property) in The Subdivision" shall mean and refer to Common Properties as defined respectively in The Declaration and all Supplemental Declarations. "Common Properties" shall not mean nor include the properties composing "Golf Villas Common Properties", as defined below, and except as contemplated by Article XI, Section 4. and Article XII, Section 4. of this Supplemental Declaration, the Golf Villas Common Properties shall not be subject to the authority or jurisdiction of the Association for any purpose.

(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 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. "Common Facilities" shall not mean nor include the facilities encompassed within the definition of "Golf Villas Common Facilities", as defined below, and, except as contemplated by Article XI, Section 4. and Article XII, Section 4. of this Supplemental Declaration, the "Golf Villas Common Facilities" shall not be subject to the authority or jurisdiction of the Association for any purpose.

(i) "Golf Villas Common Properties" shall mean and refer to all those areas of land within the Properties except the Lots shown and depicted on the Subdivision Plat, together with such other property as the Golf Villas 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 of this Supplemental Declaration, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title.

(j) "Golf Villas Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Golf Villas Common Properties, except those as may be expressly excluded herein. By way of illustration, Golf Villas Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; private streets;

driveways and parking facilities; landscaping; swimming pools, tennis courts and other similar and appurtenant improvements.

(k) "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.

(l) "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 (any Owner) in The Subdivision" shall mean and refer to Owners as defined respectively in The Declaration and all Supplemental Declaration.

(m) "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.

(n) "Golf Villas Member(s)" shall mean and refer to all those owners who are members of the Golf Villas Association as provided in Article V, Section 4. hereof.

ARTICLE II

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, easements shown thereon, and such Subdivision Plat further establishes dedications, limitations, 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, 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 inside the "Opposite Lot Line" (as that term is defined in Section 9. of Article XI hereof) of each Lot, each of which such easements shall have a maximum width of five (5) feet.

Section 3. Title to Certain 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, telephones, electricity, gas and appurtenances thereto. 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 the paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant or the Golf Villas 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 portions 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, to garbage and trash collection vehicles, to postal service vehicles, and other service vehicles to enter upon any part of the Properties in the performance of their duties. Further, an easement is hereby granted to the Association and to Golf Villas Association, their respective 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. 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 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.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single family dwellings and/or townhouses of the usual and customary type, constructed upon the Lots, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers, (such category of dwellings and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). The term "sale to bona fide purchasers" means an outright sale to a resident at the time such resident first occupies the dwelling and/or townhouse and not a lease, a delayed sale by means of a contract for deed, a sale with provisions calculated to subsequently relieve such resident from the obligation to pay for the residence, or similar devices. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Declarant has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot in the case of single family dwelling or \$2.50 per front Lot foot in the case of a townhouse, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the electric company to be necessary.

No provision of this Section 6. (the text of which is prescribed by the Electric Company) shall in any manner operate or be construed to permit the construction on any Lot of any type of residential structure other than a single family residence as provided for hereinafter.

Section 7. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers, and the erection and construction of fences (as provided for in Section 10. of Article XI of this Supplemental Declaration). 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 Golf Villas 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 or fencing 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 is all of Golf Villas of Atascocita, being 10.696 acres out of the J. W. Singleton Survey, A-701 and the John Iiams Survey, A-479, Harris County, Texas, according to the Plat thereof recorded in Volume 284, Page 126 of the Map Records of Harris County, Texas (or any subsequently recorded plat thereof), which real property is sometimes hereinafter referred to as the "Existing Property".

Section 2. Mineral Exception. 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 Golf Villas of Atascocita 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 scheme of The 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 limitation, subsequent sections of Atascocita Shores Subdivision, Pinehurst of Atascocita Subdivision, Golf Villas of Atascocita Subdivision and Pines of Atascocita 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 Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of The 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 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 Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in The 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 it to the scheme of The Declaration and to subject it to the jurisdiction of the Association may file of record a 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 merging or consolidating associations as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by The Declaration or any Supplemental Declaration.

Section 4. Additions to Golf Villas Association. Additional lands may be brought within the jurisdiction of the Golf Villas Association in the following manner:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the jurisdiction of the Golf Villas Association additional properties in future stages of the development (including, without limitation, subsequent sections of Atascocita Shores Subdivision, Pinehurst of Atascocita Subdivision and Pines of Atascocita 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 Golf Villas Association, in its sole discretion. Any additions authorized under this and the succeeding subsection, shall be made by filing of record an instrument executed by the owners of the additional property, which shall subject such property to the jurisdiction of the Golf Villas Association and, subject to the further provisions of this subparagraph (a), impose an annual maintenance charge assessment in favor of the Golf Villas Association on the property covered thereby, on a

uniform basis, substantially equivalent to the maintenance charge and assessment in favor of the Golf Villas Association imposed by this Supplemental Declaration and shall provide for special assessments on substantially the same basis as is provided in this Supplemental Declaration. Execution of such instrument by the members of the Board of Trustees of the Golf Villas Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Depending on the manner in which such additional lands are developed ultimately, the services provided by the Golf Villas Association which relate to the Properties and to all or portions of such additional lands and/or the extent to which Owners in the Properties and in all or portions of such additional lands make use of the Golf Villas Common Properties and Golf Villas Common Facilities, may vary in value or in kind. Therefore, the Board of Trustees of the Golf Villas Association, in its discretion and considering such facts as it deems pertinent relative to the relationship of the Golf Villas Association and the Golf Villas Common Properties and Golf Villas Common Facilities to such additional lands and the Owners therein, may approve instruments providing for regular and special maintenance charges and assessments on such additional lands which differ in amount, basis or method of computation from that provided for in this Supplemental Declaration.

(b) Other Additions. Upon the approval of the Board of Trustees of the Golf Villas Association, in its sole discretion, the owner of any property who desires to subject it to the jurisdiction of the Golf Villas Association may file of record an instrument upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of the Golf Villas Association with another association, the Golf Villas 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 Golf Villas Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to its properties and/or the properties of the merging or consolidating associations as one plan. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this 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, and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and Common Facilities in The Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of The 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. The initial Trustees of the Association have been selected by Declarant. Each initial Trustee shall serve for an initial term of ten (10) years and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Trustees, the Members shall elect a Board of Trustees as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial ten (10) year term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining Trustee or Trustees to fill such vacancy shall serve for the remainder of the initial ten (10) year term and until his successor is duly elected and qualified. The Trustees shall have the power to select one or more advisory trustees from the residents of The Subdivision to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf 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. When ever 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 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 Declaration or any Supplemental Declaration; provided that the Class B Membership shall cease and become converted to Class A Membership on the happening of whichever of the following events 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 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 Common 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 Declaration and all Supplemental Declarations.

ARTICLE V

Golf Villas of Atascocita Association

Section 1. Organization. The Declarant shall cause the Golf Villas 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 shall be to provide for and promote the health, safety, and welfare of the Golf Villas Members, to collect the annual Golf Villas maintenance charges and special assessments, to administer the Golf Villas Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Golf Villas Common Properties and Golf Villas 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 Golf Villas Association shall act through a five (5) member Board of Trustees, which shall manage the affairs of the Golf Villas Association. The initial Trustees of the Golf Villas Association shall be selected by Declarant. Each initial Trustee shall serve for an initial term of ten (10) years and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Trustees, the Golf Villas Members shall elect a Board of Trustees as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial ten (10) year term shall be filled by appointment made by the remaining Trustee or Trustees. The person appointed by the remaining trustee or trustees to fill such vacancy shall serve for the remainder of the initial ten (10) year term and until his successor is duly elected and qualified. The Trustees shall have the power to select one or more advisory trustees from the residents of Golf Villas of Atascocita, to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf of the Golf Villas Association.

Section 4. Golf Villas Members. Each Owner, whether one or more persons or entities, of a Lot in the Properties or a Lot situated within any property brought within the jurisdiction of the Golf Villas Association under the authority provided in Article III., Section 4. of this Supplemental Declaration, shall, upon and by virtue of becoming such Owner, automatically become a Member of Golf Villas Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Golf Villas Association shall automatically cease. Membership in the Golf Villas Association shall be appurtenant to and shall automatically follow the legal ownership of each such Lot 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 Golf Villas Association, and no certificate of membership will be issued.

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

Class A. Class A Golf Villas Members shall be all the Members of the Golf Villas Association, with the exception of the Declarant. Class A Golf Villas 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 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 Golf Villas Member shall be the Declarant. The Class B Golf Villas 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 Golf Villas membership shall cease and become converted to Class A Golf Villas membership on the happening of whichever of the following events occurs earlier:

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

(b) on January 1, 1983.

From and after the happening of whichever of said events occurs earlier, the Class B Golf Villas Member shall be deemed to be a Class A Golf Villas 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 Golf Villas Common Properties. The Declarant may retain the legal title to the Golf Villas Common Properties and the Golf Villas Common Facilities until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Golf Villas Association is able to operate and maintain the same. Until title to the Golf Villas Common Properties and Golf Villas Facilities has been conveyed to the Golf Villas Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to the Golf Villas Common Properties and Golf Villas Facilities granted to the Golf Villas Association in this Supplemental Declaration and any other Supplemental Declarations.

ARTICLE VI

Property Rights in the Common Properties and Common Facilities

Section 1. Member's 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 rights and easements shall be appurtenant to and shall pass with the title to each Lot in The Subdivision.

Section 2. Extent of Member's 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 Common 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 Common Facilities by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties and Common 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 rights of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to The Subdivision or any part thereof; and

(d) The right of the Association to convey or dedicate such portions of such Common Properties as its Board of Trustees may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as the location of schools, churches, and hospitals, or for other similar purposes related to the health, safety, and welfare of the Members; and

(e) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties and Common 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

(f) 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 Declaration and Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction; and

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

(h) The restrictions as to use of the Common Properties provided for in Article XII 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 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 the operation of law, or in any other legal manner.

ARTICLE VII

Property Rights in the Golf Villas Common Properties and Golf Villas Common Facilities

Section 1. Golf Villas Member's Easements of Enjoyment. Subject to the provisions of Article II above, and Section 2. of this Article VII, every Golf Villas Member shall have a common right and easement of enjoyment in and to the Golf Villas Common Properties and Golf Villas Common Facilities, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in the Properties, and to each Lot within property brought within the jurisdiction of the Golf Villas Association.

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

- (a) The right of the Golf Villas Association in its discretion, to charge reasonable admission and other fees (including, without limitation, guest fees) for the use of the recreational facilities, if any, located on Golf Villas Common Properties and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Golf Villas Common Properties and Golf Villas Common Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Golf Villas Member. These rules and regulations may include provisions to govern and control the use of Golf Villas Common Properties and Golf Villas Common Facilities by guests or invitees of the Golf Villas Members, including, without limitation, the number of guests or invitees who may use Golf Villas Common Properties and Golf Villas Common Facilities or any part thereof at the same time; and
- (b) The right of the Golf Villas Association to grant or dedicate easements in, on, under or above the Golf Villas Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Properties or any part thereof; and
- (c) The rights of the Golf Villas Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of the Golf Villas Common Properties and owned by the Golf Villas Association to any public or political authority or agency or to any utility company rendering or to render service to the Properties or any part thereof; and
- (d) The right of the Golf Villas Association to convey or dedicate such portions of the Golf Villas Common Properties as its Board of Trustees may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as the location of schools, churches, and hospitals, or for other similar purposes related to the health, safety, and welfare of the Golf Villas Members; and
- (e) The right of the Golf Villas Association to enter management and/or operating contracts or agreements relative to the maintenance and

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

(f) The right of the Golf Villas Association to suspend the voting rights of a Golf Villas Member or his right to use any recreational facility located on the Golf Villas Common Properties during the period he is in default in excess of thirty (30) days in the payment of any Golf Villas regular maintenance charge or special 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 Golf Villas Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Golf Villas Association may have in this Supplemental Declaration or in its Bylaws or at law or in equity on account of any such default or infraction; and

(g) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II of this Supplemental Declaration; and

(h) The restrictions as to use of the Golf Villas Common Properties provided for in Article XII hereof.

Section 3. Delegation of Use. Any Golf Villas Member may delegate his right of use and enjoyment of the Golf Villas Common Properties and Golf Villas Common Facilities, together with all easement rights granted to Golf Villas Members in this Supplemental Declaration, to the members of his family, his tenants, contract purchasers who reside on his Lot, or subject to the terms of Section 2. (a). of this Article VII, to guests temporarily occupying a residence situated on a Lot. The term "Golf Villas Member" is further defined to include and refer to the executors, personal representatives and administrators of any Golf Villas Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Golf Villas Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

ARTICLE VIII

Annual Assessments

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 Declaration and all other Supplemental Declarations, shall constitute and be known as the "Maintenance Fund". The 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 Declaration or any 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, the Association shall have the right and authority to allocate and expend such amounts from the 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 The 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 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 connection with operating and maintaining any such Common Facility, Declarant shall be entitled to be reimbursed from the 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 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 Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes fairly allocable to the Common Properties and Common Facilities and accrued subsequent to the recordation of The Declaration, 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.

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Section 2. Covenant for Assessments. Subject to the provisions 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 ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$180.00) 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. below.

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 attorney's 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 or 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 this 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 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 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 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 maintenance charge 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 Board of Trustees 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 prorata 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 bears 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 Three Hundred and No/100 Dollars (\$300.00) 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 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 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 annual maintenance charges or assessments, as hereinabove provided for, 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 Association and all Members. Subject to the conditions 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:

- (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 maintenance 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 same.

ARTICLE IX

Golf Villas Annual Maintenance Charge and Special Assessments

Section 1. The Golf Villas Maintenance Fund. All funds collected by the Golf Villas Association from the regular annual maintenance charges and special assessments provided for in this Article, shall constitute and be known as the "Golf Villas Maintenance Fund." The Golf Villas Maintenance Fund shall be held, used, and expended by the Golf Villas Association for the common benefit of all Golf Villas Members for the following purposes, to-wit: to promote the health, safety, recreation, and welfare of the Golf Villas Members, including, without limitation, performing of and installation, construction, erection, and relocation of services, properties, facilities and other improvements related to the enhancement and beautification of the Golf Villas Common Properties and Golf Villas Common Facilities and any other areas provided by this Supplemental Declaration to be developed or maintained by the Golf Villas Association, such as shrubbery, trees, walkways and street lights; the repair, maintenance and replacement of the private streets and driveways in the Properties; and the construction, repair, maintenance and replacement of all other properties, services, improvements and facilities related to the use and enjoyment of the Properties by the Golf Villas Members. The Golf Villas Association shall indemnify and save harmless Harris County from all claims, damages and losses arising out of or resulting from the performance by Golf Villas Association of the private street maintenance functions contemplated herein.

The Golf Villas 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 Golf Villas Association in good faith shall be binding and conclusive on all Golf Villas Members.

In the event Declarant shall operate any Golf Villas Common Facility or such Golf Villas Common Facility shall be operated by another 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 or such other party in connection with operating and maintaining any such Golf Villas Common Facility, Declarant shall be entitled to be reimbursed from the Golf Villas Maintenance Fund for all costs actually incurred by Declarant or such other party in maintaining and operating such Golf Villas Common Facility in excess of the actual gross proceeds realized from such

operation, as such costs are incurred, to the extent that the balance of the Golf Villas Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Trustees of the Golf Villas Association in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Golf Villas Association. Further, Declarant shall be entitled to be reimbursed from the Golf Villas Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes allocable to the Golf Villas Common Properties and Golf Villas Common Facilities and accrued subsequent to the recordation of the Subdivision Plat, and prior to the date on which title to the Golf Villas Common Properties and Golf Villas Common Facilities is conveyed to the Golf Villas Association by Declarant, which have been actually paid by Declarant.

Section 2. Covenant for Maintenance Charge Assessments. Subject to the provisions set forth below in Sections 3. and 4. relating to the rate at which the regular maintenance charge imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with the following charges and assessments:

A regular annual maintenance charge or assessment (hereinafter sometimes referred to as the "full maintenance charge") in an amount per annum to be established by the Board of Trustees of the Golf Villas Association under the terms of Section 5. below, also subject to increase or decrease and payable as provided in Section 5. below; and

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 Golf Villas Association, its successors or assigns, each and all of the charges and assessments provided for in this Article, which are assessed against his Lot and/or assessed against him by virtue of his ownership, as the same shall become due and payable, without demand. The regular maintenance charge and special 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. Such maintenance charges and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the Lot at the time of the obligation to pay such maintenance charge and/or assessment accrued, but no Owner shall be personally liable for the payment of any charge or assessment made or becoming due and payable after his ownership ceases. No Owner shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Golf Villas Common Properties or Golf Villas 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 assessed 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 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 Golf Villas Association, on the date the full maintenance charge becomes applicable, as herein provided, that prorata portion of 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 Golf Villas Association at the time a residence has been substantially completed or permitted to be occupied. The term "substantial completion" as used in this Supplemental Declaration 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 or builders shall pay one hundred percent (100%) of any ~~assessment~~ levied and imposed against each such Lot owned under the terms of Section 6. of this Article IX. Owners, other than Declarant and builders, of unimproved Lots shall pay fifty percent (50%) of the then existing full maintenance charge assessed 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, the then Owner of such Lot shall be obligated to pay to the Golf Villas 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 Golf Villas Association at the time such residential structure has been completed and occupied.

Section 5. The Regular Annual Maintenance Charge. The Board of Trustees of the Golf Villas Association, in its sole discretion and by adoption of a resolution for such purpose, shall fix the amount of the first regular annual maintenance charge provided for herein, which charge shall not be in excess of TWO HUNDRED FORTY AND NO/100 DOLLARS (\$240.00), and commence on the date (which shall be the first day of a month) fixed by the Board of Trustees in such resolution 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, quarterly or semi-annual installments over the balance of the year, at the election of the Board of Trustees of the Golf Villas Association. The regular maintenance charge assessments for each calendar year after the first year shall be due and payable to the Golf Villas Association in advance on January 1st of each year, or in equal monthly, quarterly or semi-annual installments over such year, at the election of the Board of Trustees of the Golf Villas 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 Golf Villas Member shall be obligated to pay to the Golf Villas Association that prorata 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 bears to twelve (12), and which shall be payable in full upon such purchase or in equal monthly, quarterly or semi-annual installments over the balance of the year of purchase, as the Board of Trustees of the Golf Villas Association may elect.

The Board of Trustees of the Golf Villas 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 shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each Lot subject to such assessment, shall, within thirty (30) days from such effective date, pay to the Golf Villas 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 in excess of THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$360.00) per Lot per year, or in excess of the annual maintenance charge for such Lots last ratified by the Members of the Golf Villas 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 Golf Villas Association who in the aggregate then own at least fifty-one percent (51%) of the Lots in the Properties, 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 Golf Villas Association who are present and voting in person or by proxy at a special meeting of the membership of the Golf Villas Association called for this purpose and at which a quorum is present. The written assent or the vote of the Golf Villas Members, if required, 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 Members of the Golf Villas 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 regular annual maintenance charge without ratification by or assent of the Members of the Golf Villas 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 written 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 such 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 Golf Villas Association shall fix the date of commencement of each regular assessment period, 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 and shall, at that time, prepare a roster of the properties and assessments, regular and special, applicable thereto which shall be kept in the office of the Golf Villas Association and shall be open to inspection by any Owner. Written notice of assessment shall thereupon be sent to every Owner subject thereto. The Golf Villas Association shall within sixty (60) days following the date of payment thereof, furnish to any Owner liable for any assessment a certificate acknowledging payment of said assessment. Further, upon demand at any time, the Golf Villas Association shall furnish to any Owner a certificate setting forth the date to which any such assessment has been paid and stating the amount of any delinquency. Such certificates shall be in writing and signed by an officer of Golf Villas Association, and 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 charge, and the special assessments, as hereinabove provided for, shall each 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 Golf Villas Association and all Golf Villas Members. Subject to the conditions 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:

(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 and the improvements thereon, if improved, when the same is purchased, or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot.

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 Golf Villas Association has been made a party, shall cut off and extinguish the liens securing maintenance charges and special assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any

Lot from the liens securing charges and assessments thereafter becoming due and payable, nor shall the liability of any Golf Villas Member personally obligated to pay such charge or assessment which becomes due prior to such foreclosure, be extinguished by any foreclosure.

Section 9. Effect of Non-Payment of Assessment. If any annual charge, or any 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 Golf Villas Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorney's fees. The Golf Villas Association, as a common expense of all Golf Villas Members, may institute and maintain an action at law or in equity against any defaulting Golf Villas Member to enforce collection of such charges and assessments and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Golf Villas Association and may be maintained and prosecuted by the Golf Villas 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 Golf Villas 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 Golf Villas Association, and in its officers and agents, the right, power and authority to take all action which the Golf Villas Association shall deem proper for the collection of assessments, regular or special, and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE X

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. 132 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. 132. 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 beneficiary in any deed to any Lot or any part thereof, whether or not the same shall be specifically reserved.

ARTICLE XI

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, easements, grades, surrounding structures, walks, driveways and topography (including the orientation of the front and rear of any such 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 nor be construed 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 Supplemental 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 is currently composed of A. L. Williams, Walt Overby and J. M. Tipps (who is chairman of the committee) 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(s)). In the event of death or resignation of any member or members of the 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 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 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 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. All residential structures situated on any Lot shall have not less than 25% masonry construction, or its equivalent at the discretion of the Architectural Control Committee, on the exterior wall area, except that detached garages may have wood siding of a type and design expressly approved by the Architectural Control Committee.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character (including but without limitation, the driveway) 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 three (3) feet wide may be constructed from the street adjacent to the front of each Lot to the front of the residential structure to be situated thereon upon approval by the Architectural Control Committee. 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 Lot shall include plans and specifications for such permitted sidewalk, any other proposed sidewalk, and the driveway, and such permitted sidewalk, other approved sidewalks, if any, and the driveway 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 an operative condition.

(f) Before any landscaping shall be done on any Lot 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 on the front of the Lot at the time the residential structure is being completed and before occupancy.

(g) All structures situated on any Lot shall have wood shingle roofs unless other roofing materials are expressly approved in writing by the Architectural Control Committee.

(h) No external television antennae will be placed or permitted to be maintained on any structure on any Lot from and after the earliest date on which cable television service is available to such Lot.

Section 8. Size of Residence. No residential structure erected on any Lot shall have more than two (2) stories. No residential structure with an exterior area of less than one thousand four hundred (1,400) square feet, exclusive of atriums, the area of attached garages, porches, servant's quarters, or other appurtenances or appendages, shall be erected on any Lot.

Section 9. Building Location. The location of the main residential structure in relation to the Lot lines of each Lot must comply with the following requirements (for the purpose of this Section the "left" shall be to the left-hand side when facing the rear Lot line from the front Lot line of each Lot; the "right" shall be to the right-hand side when facing the rear Lot line from the Front Lot line of each Lot; the "left Lot line" shall be the Lot line on the left side of the Lot which intersects the front Lot line of each Lot; the "right Lot line" shall be the Lot line on the right side of the Lot which intersects the front Lot line of each Lot;

- (a) "Right Hand Lots" shall mean and refer to Lots One (1) through Twenty-three (23), Block One (1), inclusive; and
- (b) "Left Hand Lots" shall mean and refer to Lots Twenty-four (24) through Thirty-eight (38), Block One (1), and Lots One (1) through Thirteen (13), Block Three(3) and Lots One (1) through Seven (7), Block Two (2), inclusive;

(1) At least ten percent (10%) of the length of the side of the residential structure constructed on each Right Hand Lot must be built on the right Lot Line of each such Lot. At least ten percent (10%) of the length of the side of the residential structure constructed on each Left Hand Lot must be built on the left Lot line of each such Lot. For purposes of this Section 9, the Lot line herein designated as the line on which at least ten percent (10%) of the residential structure on each Lot must be built, is sometimes hereinafter referred to as the "Designated Line"; the Owner of any Lot for which the Designated Line is a Lot line common with a Lot line of an adjoining Lot, is sometimes hereinafter referred to as the "Designated Owner"; the Owner of the Lot having a Lot line common with the Designated Line of such Designated Owner, is sometimes hereinafter referred to as the "Adjoining Owner"; the Lot owned by such Adjoining Owner and abutting such Designated Line is sometimes hereinafter referred to as the "Adjoining Lot"; and the term "Opposite Lot Line" shall refer to the Lot line on the opposite side of the Lot from the Designated Line. Where any portion of the residential structure is built on a Designated Line which is common with a Lot line of an Adjoining Lot, as required or permitted herein, an aerial easement for overhanging eaves, eighteen (18) inches in width, is hereby created along and above that portion of such Adjoining Lot which abuts such Designated Line, for the use and enjoyment of the Designated Owner. Eaves overhanging any Lot line shall be no more than eighteen (18) inches wide and shall be guttered. The main residential structure and garage shall be no closer than five (5) feet from the Opposite Lot Line. The exterior wall of any house or garage (except those exterior walls of houses and/or garages located on the Designated Line of Lots One (1), Four (4) and Thirty (30) in Block One (1)), that is parallel to and within five (5) feet of either the Designated Line or the Opposite Lot Line shall have no window, door or other opening in it, without the express approval of the Architectural Control Committee.

(2) An easement five (5) feet in width for access for construction, maintenance and repair purposes, is hereby created on, over and across each Adjoining Lot, along, inside and parallel to the Opposite Lot Line of each such Adjoining Lot to be used by the Designated Owner, his agents, contractors, employees, licensees and family, only for the construction, maintenance or repair of the eaves and the side wall of his residence situated on the Designated Line which is common with the Opposite Lot Line of the Adjoining Lot. During construction of his residence, the Designated Owner must replace any existing fence on the Designated Line with his residence wall, but shall not disturb any part of the fence not replaced by his residence wall. When used, this easement area must be left clean and neat and any grass and other plantings removed must be replaced. The Designated Owner must notify the Adjoining Owner of his intention to perform any construction, repair or maintenance along the Designated Line and easement at least fifteen (15) days before work is started in order that the Adjoining Owner(s) may protect his landscaping. The Adjoining Owner shall provide access to such easement by the placing of a gate in any wall or fence constructed along his front Lot line.

(3) There is hereby created a front building set-back line of ten (10) feet in width.

No portion of any structure or improvement situated on any Lot shall be permitted to encroach onto another Lot or any portion of the Common Properties or the Golf Villas Common Properties or the golf course (as defined hereinafter), except the eaves provided for hereinabove overhanging the Designated Line. For the purposes of this Supplemental Declaration, the front Lot Line of each Lot shall be the Lot line, having the smallest or shortest dimension, which is nearest and parallel to a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front Lot line, and each detached garage will have its driveway access from and open toward the front Lot line. (For the purposes of this Supplemental Declaration, the term "golf course" shall mean and refer to the golf course adjoining portions of the Properties.)

Without limiting the authority granted in Section 1. of this Article XI, 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 Lot line.

Section 10. Walls, Fences and Hedges. Each Owner must construct, maintain and keep in a good state of repair at all times (including replacing same if necessary) a masonry and/or wood fence at least six (6) feet in height (a) upon and along all portions of the Designated Line of his Lot which are not occupied with the wall of his residential structure and/or garage, from the rear Lot line to the front Building Line for such Lot. Except as provided in Section 9. (2) of this Article for access to the maintenance easement created therein, neither such fence shall have any gate or other opening in it unless expressly approved in writing by the Architectural Control Committee. All Lots with rear Lot lines adjoining the Golf Course shall have no fencing along the rear Lot line and any fence parallel to such rear Lot line shall have a sixteen (16) foot set-back and be of wrought iron construction. Fences erected along the rear Lot line of each interior Lot must be constructed of masonry and/or wood or its equivalent at the discretion of the Architectural Control Committee and shall be at least six (6) feet in height, unless otherwise approved in writing by the Architectural Control Committee. Further, the Architectural Control Committee shall have the authority to require the construction and/or installation on the Lots of such other fences or other screening devices as it shall determine, in its sole discretion, are appropriate to maintain the beauty and aesthetics of the Properties.

Ownership of any wall, fence or hedge erected as a protective screening on a Lot by Declarant (and the right to erect any such wall, fence or hedge for such purpose is hereby reserved in favor of Declarant, its successors and assigns) shall pass with title to such Lot and it shall be the Owner's responsibility thereafter to maintain said protective screening together with fences required to be maintained by Owner under other provisions of this Section 10. In the event of default on the part of Owner or occupant of any Lot in maintaining said fences and/or 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 fences and/or protective screening to be repaired or maintained or to take any other action necessary to secure compliance with this Supplemental Declaration, and place said fences and/or protective screening in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work by rendering to such Owner or occupant a statement setting forth such cost. 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 rate of six percent (6%) per annum 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 or to be advanced on account of the purchase price and/or improvement of any such Lot.

Section 11. Screening of Boxes and Transformers. The Golf Villas Association shall cause to be planted or installed, and thereafter maintained except as provided in Section 10. immediately above, shrubbery or other screening devices around boxes, transformers and other above-ground utility equipment situated on Lots or the Golf Villas Common Properties and which are visible from the Golf Course, or which, in the discretion of the Board of Trustees of the Golf Villas Association, shall be screened from view to preserve the beauty of the Properties. There is hereby reserved in favor of the Golf Villas Association the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices as required hereinabove.

ARTICLE XII

Building and Use Restrictions

Section 1. Residence Building 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 incident to single family use, including, without limitation, bona fide servants' quarters, 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 a carport or an enclosed, attached or detached garage for not less than two (2) nor more than four (4) automobiles. No detached garage shall have more than one (1) story. No carport or 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 and domestic servants employed on the premises. 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 or professional purpose, 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, no 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, construction and selling of residences and constructing other improvements in the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations in 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 of his 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 Golf Villas 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 an 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, on any Common Property or on Golf Villas Common Property (including the Driveway Easements), except that two (2) passenger cars or trucks smaller than three-quarters of a ton may be parked in the Driveway Easement appurtenant to the Lot. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, on any Lot (except inside a closed garage), or on any portion of the Common Properties or Golf Villas 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 judgement 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. The Board of Trustees of the Golf Villas Association may, in its sole discretion, determine what constitutes an annoyance or nuisance so long as such determination is more stringent than those determinations, relative to same, of the Board of Trustees of the Association.

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, the Common Properties of the Golf Villas Common Properties, except:

- (a) Builders may display one (1) sign of not more than five (5) 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 five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

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 or the Golf Villas Properties, except that dogs, cats, or other 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 or the Golf Villas 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, the Common Properties and the Golf Villas Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties or the Golf Villas 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, any portion of the Common Properties or the Golf Villas Common Properties or from the Golf Course, except that new building materials used 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, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. The Association shall have the right and obligation to determine whether garbage disposal in the Subdivision shall be through public authority or through private garbage disposal service.

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 (except within the Driveway Easement created herein), 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 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 Architectural Control Committee.

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

Section 13. Combining Lots. Any person owning two or more adjoining Lots may, with the prior approval of the Board of Trustees of the Association, consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as hereinabove set forth) and such other improvements as are permitted herein.

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

Section 15. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything thereon (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 the Golf Course, 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 drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles and/or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner or occupant of such Lot for the cost of such work by rendering to such Owner or occupant a statement setting forth such cost. 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. Each such assessment, together with interest thereon at the rate of six percent (6%) per annum 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 or occupant of such Lot at the time of such assessment. The lien securing such assessment 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 improvement of any such Lot.

Section 16. Use of Common Properties and Golf Villas Common Properties. There shall be no obstruction of any part of the Common Properties or the Golf Villas 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

or the Golf Villas Common Properties to his exclusive use, nor shall any Owner do anything which would violate the easements, rights, and privileges of any Member or Golf Villas Member in regard to any portion of the Common Properties or the Golf Villas Common Properties which is intended for the common use and benefit of all Members or Golf Villas Members. Except as may be herein permitted, no Owner 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 the Golf Villas Common Properties or any part thereof without the written consent of the Association or the Golf Villas Association, as applicable, first obtained. The Association or the Golf Villas Association, as applicable, shall have the right to remove anything placed on the Common Properties or the Golf Villas Common Properties, as applicable, 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 and the Golf Villas Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article XII, except to the extent same are made specifically applicable to the Common Properties and the Golf Villas Common Properties.

ARTICLE XIII

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, the Golf Villas Association or the Owner of any land subject to 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 Section 4. of Article III, Article V, Article VII, Article IX, Article XI, and Article XII 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 Section 4. of Article III, Article V, Article VII, Article IX, Article XI and Article XII 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 Section 4. of Article III, Article V, Article VII, Article IX, Article XI and Article XII 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) covenants and restrictions contained in Section 4. of Article III, Article V, Article VII, Article IX, Article XI, and Article XII hereof may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one (51%) percent 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, the Golf Villas Association, as a common expense to be paid out of the Golf Villas 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, the Golf Villas Association or 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 constituted with and in furtherance of the general plan and scheme of development as evidenced by The Declaration and Supplemental Declarations 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 hereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of The Declaration and all Supplemental Declarations 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, Golf Villas 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 on the records of the Association or Golf Villas Member on the records of the Golf Villas 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 XIV

Ratification: Lienholders

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 XV

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 18th day of JANUARY, 1979.

ATTEST:

ELRO-ATASCOCITA, INC.

Mary L Molandes
Assistant Secretary

J. M. Tipps
President
"DECLARANT"

ATTEST:

GIBRALTAR SAVINGS ASSOCIATION

Michael P. D'Amico
Assistant Secretary

Charles R. Akerman
Vice President
"LIENHOLDER"

J. M. Tipps
J. M. TIPPS, MEMBER,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

Sam Calleri
SAM CALLERI, MEMBER,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

Olin L. Harn
OLIN L. HARN, MEMBER,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

Andrew L. Williams III
ANDREW L. WILLIAMS, III, MEMBER,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

Mary L Molandes
MARY L. MOLANDES, MEMBER,
Board of Trustees, ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

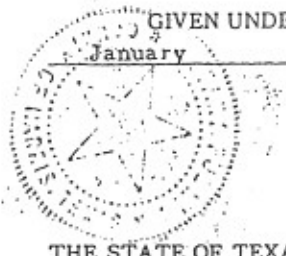
"TRUSTEES"

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared
J. M. Tipps, President of ELRO-ATASCOCITA, INC., known
 to me to be the person and officer whose name is subscribed to the foregoing instru-
 ment and acknowledged to me that he executed the same for the purposes and consid-
 eration 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 18th day of
January, 1979.



Leigh Ann Murff
 Notary Public in and for Harris
 County, T E X A S.

LEIGH ANN MURFF
 Notary Public in Harris County, Texas
 My Commission Expires March 23, 1980
 Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared
Charles E. Acherman, Vice President of GIBRALTAR SAVINGS
 ASSOCIATION, 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 18th day of
January, 1979.

Carmen Wallis
 Notary Public in and for Harris
 County, T E X A S.

CARMEN WALLIS
 Notary Public in and for Harris County, Texas
 My Commission Expires June 22, 1980

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared
J. M. Tipps, Member of the 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of
January, 1979.



Leigh Ann Murff
 Notary Public in and for Harris
 County, T E X A S.

LEIGH ANN MURFF
 Notary Public in Harris County, Texas
 My Commission Expires March 23, 1980
 Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Sam Calleri, Member of the 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of January, 1979.



Leigh Ann Murff
Notary Public in and for Harris
County, T E X A S.

THE STATE OF TEXAS I

COUNTY OF HARRIS I

LEIGH ANN MURFF
Notary Public in Harris County, Texas
My Commission Expires March 23, 1980
Bonded by Alexander Lovett, Lawyers Surety Corp.

BEFORE ME, the undersigned authority, on this day personally appeared Olin L. Harn, Member of the 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of January, 1979.



Leigh Ann Murff
Notary Public in and for Harris
County, T E X A S.

THE STATE OF TEXAS I

COUNTY OF HARRIS I

LEIGH ANN MURFF
Notary Public in Harris County, Texas
My Commission Expires March 23, 1980
Bonded by Alexander Lovett, Lawyers Surety Corp.

BEFORE ME, the undersigned authority, on this day personally appeared Andrew L. Williams, III, Member of the 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of January, 1979.



Leigh Ann Murff
Notary Public in and for Harris
County, T E X A S.

LEIGH ANN MURFF
Notary Public in Harris County, Texas
My Commission Expires March 23, 1980
Bonded by Alexander Lovett, Lawyers Surety Corp.

118-95-1022

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared
Mary L. Molandes _____, Member of the 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of
January, 1979.



Leigh Ann Murff
Notary Public in and for Harris
County, T E X A S.

LEIGH ANN MURFF
Notary Public in Harris County, Texas
My Commission Expires March 23, 1980
Bonded by Alexander Lovett, Lawyers Surety Corp.

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