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**SUPPLEMENTAL DECLARATION OF
ANNEXATION AND SUPPLEMENTAL RESTRICTIONS
FOR
GREEN TRAILS FOREST**

03/26/96 100203529 R 043859

for
\$38.00

THIS SUPPLEMENTAL DECLARATION OF ANNEXATION AND SUPPLEMENTAL RESTRICTIONS (the "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by GREEN TRAILS, LTD., a Texas limited partnership, herein referred to and acting as Declarant.

WHEREAS, on June 11, 1990, Declarant executed a Declaration of Covenants, Conditions and Restrictions for GREEN TRAILS, PHASE II (the "Original Declaration"), and the same was filed for record on August 13, 1990, under Clerk's File No. M-770871 in the Real Property Records of Harris County, Texas;

WHEREAS, as evidenced by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Green Trails, Phase II, executed April 22, 1994, to reflect action taken on April 7, 1994 (the "First Amendment"), filed for record under Clerk's File No. P-858658 in the Real Property Records of Harris County, Texas, the requisite Members of the Association of Green Trails Phase II Homeowners, Inc., including Declarant, adopted certain amendments to the Original Declaration being more particularly described therein (the Original Declaration, as amended, is hereinafter referred to as the "Declaration");

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WHEREAS, CENTENNIAL HOMES, INC., a Texas corporation ("Centennial"), is the owner of a portion of the real property described as the Annexable Land in the Declaration, such portion being all of the residential lots, landscape and open-space reserves and all other lands within the final plat of GREEN TRAILS FOREST, a subdivision of approximately 18.5414 acres of land in Harris County, Texas, according to the map or plat thereof (the "Plat") recorded under Film Code No. 372086 of the Map Records of Harris County, Texas, and under Clerk's File No. R-639044 of the Official Public Records of Real Property of Harris County, Texas, save and except Restricted Reserve "C" referenced in the Plat which is excluded from this Declaration (such portion owned by Declarant being herein referred to as the "Property" or the "Neighborhood");

WHEREAS, Section 5 of Article XII of the Declaration grants Declarant the right and privilege, with the consent of the owner of such property, to annex and subject to the provisions of the Declaration and the jurisdiction of the "Association" (as defined in the Declaration) all or any portion of the Neighborhood, to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Declaration, and under Article I, Section 16 thereof to designate certain portions of such

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property as one or more "Neighborhoods" as defined in the Declaration;

WHEREAS, Declarant desires to annex and subject the Neighborhood to the provisions of the Declaration and the jurisdiction of the Association, to make the Neighborhood as defined herein subject to the additional covenants, conditions and restrictions and assessments set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Neighborhood and the Properties as defined in the Declaration, and to designate the land covered by the above Plat, save and except Restricted Reserve "C", as a "Neighborhood" as defined in the Declaration; and

WHEREAS, Centennial is willing to consent to and join in the annexation and subjection of the Property to the provisions of the Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

A. The Neighborhood shall be and is hereby annexed into and made subject to all of the terms, conditions, restrictions, stipulations, assessments, liens, and the provisions of the Declaration and the jurisdiction of the Association as if originally included therein as a part of the "Initial Property," except that the Neighborhood shall not be considered as part of any Neighborhood created within the Initial Property. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

B. The Neighborhood shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition to those contained in the Declaration.

C. The land subject to the Plat, save and except Restricted Reserve "C", shall hereafter be known as GREEN TRAILS FOREST, a "Neighborhood" within Green Trails, Phase II.

D. The Owners of Lots within the Neighborhood shall have the right and are hereby granted non-exclusive, common easements in and to the use and enjoyment of the Common Properties and Common Facilities now or at any time hereafter owned by the Association and subject to the Declaration (as amended and supplemented from time to time), and Declarant hereby grants to the Owners and Occupants of all Lots covered by the Declaration, now or hereafter, a non-exclusive easement to the use and enjoyment of all Common Properties dedicated to the Association in the Plat, or separately conveyed to the Association, if any, and all Common Facilities from time to time existing thereon, subject to the terms and provisions of both the Declaration and this Supplemental Declaration.

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E. The Declarant, for each Building Plot owned within the Neighborhood, hereby covenants, and each Owner of any Building Plot in the Neighborhood by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, that the Base Annual Assessments, applicable Neighborhood Assessments, if any, and Special Assessments, together with interest, collection costs, reasonable attorney's fees, and any fines, applicable to each such Building Plot as provided in the Declaration shall be a charge on the land and shall be secured by a continuing Vendor's Lien thereon herein and hereby reserved and retained in favor of, and hereby irrevocably assigned over to, the Association.

F. All lands and Lots within the Neighborhood shall be and are hereby made subject to the following use limitations and restrictions in addition to those set forth in the Declaration and the following use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within the Neighborhood:

Section 1. PRIVATE STREET AND SUBDIVISION ACCESS FACILITIES.

(a) Definitions. For purposes of this Supplemental Declaration, the following terms shall have the following meanings:

(i) "Private Street" shall mean the private street and any related curbs, gutters, lighting standards and fixtures and/or other facilities constructed by Declarant or the Association within the Private Street Easement Area, including without limitation, any Subdivision Access Facilities.

(ii) "Private Street Easement Area" shall mean and refer to the private street and private drive areas as shown on the Plat within the fifty foot (50') public utility easement shown on the Plat, being all of the Property within the Neighborhood other than the Lots and the Restricted Reserves "A" through "G" referenced in the Plat.

(iii) "Subdivision Access Facilities" shall mean (a) any controlled access gate and any other access limiting structure or device and (b) any fences, freestanding fence type walls, hedges, gates, gateposts, subdivision identification signs and related improvements which are constructed or maintained by Declarant or the Association within the Private Street Easement Area or Restricted Reserves "A" and "B" referenced in the Plat.

(b) Maintenance. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or

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elsewhere provided for in the Declaration, and without limiting the generality hereof, the Association shall, on behalf of the Owners of Lots within the Neighborhood, also discharge those functions necessary to the general upkeep, maintenance, repair and replacement of the Private Street and the Subdivision Access Facilities. The Association, as a common expense of all Owners of Lots within the Neighborhood, shall perpetually care for, maintain and keep in good repair the Private Street, the Subdivision Access Facilities, and all parts thereof, including but not limited to, landscaped lawns, esplanades, parking areas and improvements and facilities owned by the Association. An easement is hereby granted to Declarant and to the Association, and their respective officers, agents, employees and management personnel to enter in or cross over any Private Street and Subdivision Access Facilities and/or the Lots within the Neighborhood to render any service or to perform any maintenance which the Association is permitted or required to provide or perform under the Declaration or this Supplemental Declaration, including work permitted under this Section 1(b), and all work necessary to construct, maintain, repair, replace and operate the Private Street and Subdivision Access Facilities; and by virtue of said easement to do all things reasonably necessary to provide services or perform maintenance.

(c) Neighborhood Assessment. In order to defray the costs of the upkeep, maintenance, street lights, repair and replacement of the Private Street and the Subdivision Access Facilities, the Association shall, in accordance with the provisions of the Declaration, levy a Neighborhood Assessment on all Lots within the Neighborhood to be used exclusively to maintain, manage, operate, repair, replace and reconstruct the Private Street and the Subdivision Access Facilities and to pay utilities, taxes and insurance premiums and all other related costs as may be deemed appropriate by the Board of Directors of the Association. Except as expressly set forth above, no other specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within the Neighborhood may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment and the Neighborhood Assessment described above, only if levied by the Association's Board of Directors in accordance with a ninety percent (90%) vote of Neighborhood Members as provided in Article II, Section 6 of the Declaration.

(d) Easements. Subject to the provisions of the following paragraph, every Owner of a Lot within the Neighborhood shall have a non-exclusive common right and easement of enjoyment in the Private Street and Subdivision Access Facilities and such right and easement shall be

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appurtenant to and shall pass with the title to every Lot within the Neighborhood.

The rights and easements of enjoyment created hereby in favor of the Owners of Lots within the Neighborhood shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in the Declaration or this Supplemental Declaration, and shall also be subject to the following provisions:

(i) The Association shall have the right to establish and regulate a controlled access gate and such other limited access oriented systems and procedures as it may determine, to issue, charge for, and require as a condition of entry to the Private Street, such identification cards, passes, keys, or similar devices as the Board may from time to time determine, and to limit the number of guests of Owners of Lots within the Neighborhood and their Occupants who may use the Private Street and the Subdivision Access Facilities.

(e) Sanctions. Notwithstanding any provision of the Declaration or this Supplemental Declaration to the contrary, no Owner of a Lot within the Neighborhood or any of their Occupants shall be denied ingress and egress upon the Private Street as a sanction or penalty for the failure to pay any Assessment or other amount owed to the Association or for any other violation or breach of the Declaration or this Supplemental Declaration or any rule or regulation promulgated by the Association.

(f) Controlled Access Services. The Association may from time to time provide Subdivision Access Facilities, including devices or services, intended to or which may have the affect of limiting or controlling access to the Property, or providing patrol services or otherwise monitor activities within the Property (including the Private Street), and may from time to time provide information through newsletters or otherwise regarding same (all such Subdivision Access Facilities herein referred to as "Controlled Access Services"). **IN THIS REGARD, EACH OWNER OF A LOT WITHIN THE NEIGHBORHOOD AND THEIR OCCUPANTS, FAMILY, GUESTS AND INVITEES, COVENANT AND AGREE WITH RESPECT TO ANY AND ALL CONTROLLED ACCESS SERVICES PROVIDED DIRECTLY OR INDIRECTLY BY THE ASSOCIATION AS FOLLOWS:**

(i) SECURITY IS THE SOLE RESPONSIBILITY OF LOCAL LAW ENFORCEMENT AGENCIES AND INDIVIDUAL OWNERS OF LOTS WITHIN THE NEIGHBORHOOD, THEIR OCCUPANTS, AND THEIR RESPECTIVE GUESTS AND INVITEES. CONTROLLED ACCESS SERVICES SHALL BE PROVIDED AT THE SOLE DISCRETION OF THE BOARD OF DIRECTORS WITHOUT ANY LIABILITY TO THE BOARD OF DIRECTORS OR THE

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ASSOCIATION. THE PROVIDING OF ANY CONTROLLED ACCESS SERVICES AT ANY TIME SHALL IN NO WAY PREVENT THE BOARD FROM THEREAFTER DISCONTINUING OR TEMPORARILY OR PERMANENTLY REMOVING SAME.

(ii) ANY THIRD PARTY PROVIDERS OF CONTROLLED ACCESS SERVICES SHALL BE INDEPENDENT CONTRACTORS, THE ACTS OR OMISSIONS OF WHICH SHALL NOT BE IMPUTED TO THE ASSOCIATION OR ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS OR EMPLOYEES.

(iii) PROVIDING OF ANY CONTROLLED ACCESS SERVICES SHALL NEVER BE CONSTRUED AS AN UNDERTAKING BY THE ASSOCIATION TO PROVIDE PERSONAL SECURITY OR AS A GUARANTEE OR WARRANTY THAT THE PRESENCE OF ANY CONTROLLED ACCESS SERVICE WILL IN ANY WAY INCREASE PERSONAL SAFETY OR PREVENT PERSONAL INJURY OR PROPERTY DAMAGE DUE TO NEGLIGENCE, CRIMINAL CONDUCT OR ANY OTHER CAUSE.

(iv) EACH OWNER OF A LOT WITHIN THE NEIGHBORHOOD, BY HIS ACCEPTANCE OF A DEED TO A BUILDING PLOT, SHALL BE DEEMED TO WAIVED, ON BEHALF OF HIMSELF, HIS OCCUPANTS, AND THEIR RESPECTIVE GUESTS AND INVITEES, ANY AND ALL CLAIMS, NOW OR HEREAFTER ARISING AGAINST THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS AND EMPLOYEES ARISING OUT OF OR RELATING TO ANY INJURIES, LOSS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY INJURY OR DAMAGES CAUSED BY THEFT, BURGLARY, TRESPASS, ASSAULT, VANDALISM OR ANY OTHER CRIME, TO ANY PERSON OR PROPERTY ARISING, DIRECTLY OR INDIRECTLY, FROM THE PROVIDING OR FAILURE TO PROVIDE ANY CONTROLLED ACCESS SERVICES, OR THE DISCONTINUATION, DISRUPTION, DEFECT, MALFUNCTION, OPERATION, REPAIR, REPLACEMENT OR USE OF ANY CONTROLLED ACCESS SERVICES, WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE ASSOCIATION OR ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS AND EMPLOYEES.

(g) Dedication. In addition to the vote provided for in Article II, Section 7(g) of the Declaration, no dedication or conveyance of any portion of the Private Street Easement Area shall be made without the vote of the Owners of not less than two-thirds (2/3) of the Lots within the Neighborhood.

Section 2. WALLS AND FENCES.

(a) All fences or walls must be approved in writing by the New Construction Committee or the Modifications Committee, as the case may be. Each Lot must have Committee-approved fencing constructed thereon, not to exceed eight feet (8') feet in height, along and immediately adjacent to all rear and side property lines of such Lots, not to be constructed closer to

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the front boundary of such Lots than the building set-back along the front boundary of such Lots. However, with respect to corner Lots, such fencing will not be closer to the Lot boundary siding on the street than the applicable building set-back line established on the Plat. Specific guidelines for all fencing materials, locations and styles for use on all Lots in the Neighborhood will be established and enforced by the New Construction Committee or Modifications Committee, as the case may be.

Section 3. ROOFING MATERIALS. All roofs shall be composition shingles of a type and weight approved in writing by the New Construction Committee or the Modifications Committee, as the case may be. The permitted colors for composition shingles shall be as set forth in the builder guidelines established by the New Construction Committee or the Modifications Committee, as the case may be.

Section 4. GARAGES AND GARAGE ACCESS.

(a) All garages to be constructed within the Neighborhood must be approved in writing by the New Construction Committee. All detached garages shall be no more than one story in height, and attached garages may be up to two stories in height. All overhead garage doors must be constructed of real wood or metal approved as to style and appearance by the New Construction Committee or Modifications Committee, as the case may be. No masonite, plywood or glass shall be permitted in overhead garage doors.

(b) Minimum setback lines for garage structures facing (or up to a forty-five degree (45°) angle away from) the street on which such Lot fronts in the Neighborhood shall be as follows:

(i) Setbacks from each front Lot boundary shall be fifty feet (50'); and

(ii) Setbacks from side Lot boundaries shall be five feet (5') for attached garages and for detached garages less than seventy feet (70') from the front Lot boundary line, and shall be three feet (3') for detached garages if the garage is seventy feet (70') or more from the front Lot boundary. However, with respect to garages on corner Lots, the overhead garage doors of which face (or are up to a forty-five degree angle away from) the side boundary of such Lot siding on such street, the set-back for the garage shall be the applicable building set-back line set forth on the Plat. No garage structure may encroach onto any dedicated utility easement.

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(c) No attached garage in the Neighborhood shall have more than one (1) story of habitable space above the first story, and the first story shall be reserved and utilized solely for parking of motor vehicles.

Section 5. DRIVEWAYS. All driveways to be constructed within the Neighborhood must be approved in writing by the New Construction Committee or the Modifications Committee, as the case may be. The driveways must be at least ten feet (10') in width and be constructed of concrete or brick, but in all cases shall be in accordance with standards adopted and approved by the New Construction Committee and the portion thereof between the Lot boundary and the curb line of the adjacent street shall in all cases be in compliance with all standards and specifications of all governmental authorities having jurisdiction.

Section 6. SIDEWALKS. Prior to the completion of construction of a Living Unit on any Lot in the Neighborhood, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk five feet (5') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street at the front Lot boundary and/or the driveway constructed on such Lot, to be composed of materials and in a configuration approved by the New Construction Committee.

Section 7. MINIMUM SQUARE FOOTAGE. The living area of each Living Unit in Green Trails Forest (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand Five Hundred (2,500) square feet of living area, and no Living Unit of more than one story shall contain less than Two Thousand Eight Hundred (2,800) square feet of living area (exclusive of open or screened porches, terraces, garages and driveways).

Section 8. LANDSCAPING AND TREE PLANTING; IRRIGATION. All Landscaping Plans for Lots in the Neighborhood must be submitted to the New Construction Committee for approval. All corner Lots shall have a minimum of six (6) live trees at least five inches (5") in diameter planted and maintained in the front and side yard; all other Lots shall have a minimum of four (4) live trees at least five inches (5") in diameter planted and maintained in the front yard. All such trees that die shall promptly be replaced by the Owner of the Lot in question so as to be in compliance herewith.

Section 9. CHIMNEYS. All exterior chimneys on the perimeter of Living Units in the Neighborhood shall be constructed of masonry, stone or stucco. All interior chimney chases (i.e., protruding through the roof of a Living Unit) must be constructed of materials that match the Living Unit in style and color and which have been approved in writing by the New Construction Committee or the Modifications Committee, as the case may be.

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Section 10. REAR AND SIDE BUILDING SETBACKS. Except as provided in Section 4 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in the Neighborhood closer than the rear building lines as shown on the recorded Plat, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the Plat. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 11. DEVELOPMENT PERIOD. During the period of time that any Lots or Living Units located within the Neighborhood are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Properties owned by the Association in the Neighborhood in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Declaration).

Section 12. INTENT AND AMENDMENT. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood (i.e., Green Trails Forest). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Neighborhood only in and by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of both (i) seventy-four percent (74%) of the total votes of the Class A Members of the Association owning one or more Lots in Green Trails Forest, and (ii) Declarant, as long as Declarant owns any part of the Property subject to the Declaration (by annexation or otherwise) or any Annexable Land.

Section 14. AGREEMENT. Each Owner of a Lot in the Neighborhood by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in the Neighborhood, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Declaration.

This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Declaration.

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EXECUTED this the 20TH day of MARCH, 1996.

DECLARANT:

GREEN TRAILS, LTD., a Texas limited partnership acting herein by and through its sole General Partner, CENTENNIAL HOMES, INC., a Texas corporation

By: Joel M. Marshall

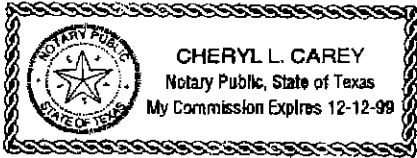
Name: Joel M. Marshall
(Print Name)

Title: Vice President

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20TH day of March, 1996, by JOEL M. MARSHALL, VICE PRESIDENT of CENTENNIAL HOMES, INC., a Texas corporation, on behalf of said corporation.



Cheryl L. Carey

NOTARY PUBLIC, STATE OF TEXAS
Notary's Name (printed):

Notary's Commission Expires:

AFTER RECORDING, RETURN TO:

~~Rob Bamford
Trendmaker Homes
933 Cypress Run, Suite 300
Houston, Texas 77094~~

Timothy Heinrich, Esq.
Bayer, Simon & Miller
4265 San Felipe, Suite 1200
Houston, TX 77027

FILED
1996 MAR 26 AM 8:53
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 26 1996



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS