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SUPPLEMENTAL DECLARATION OF
ANNEXATION AND SUPPLEMENTAL RESTRICTIONS
FOR
GREEN TRAILS PARK SECTION EIGHTEEN

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 (as amended, 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 dated April 22, 1994, filed for record in the Office of the County Clerk of Harris County, Texas under Clerk's File No. P-858658 of the Official Public Records of Real Property of Harris County, Texas (the "First Amendment"), the Original Declaration was amended by the vote of the members of the Association of Green Trails Homeowners, Inc., a Texas non-profit corporation (the "Association"), which amendments are more particularly set forth in the First Amendment;

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WHEREAS, WEST HOUSTON RESIDENTIAL DEVELOPMENT PARTNERS, a Texas general partnership ("West Houston"), is the owner of a portion of the real property described as the West Houston Land in the Original Declaration as amended by the First Amendment, such portion being all of the residential lots, landscape reserves and all other lands within the final plat of GREEN TRAILS PARK SECTION EIGHTEEN, a subdivision of approximately 23.0035 acres of land in Harris County, Texas, according to the map or plat thereof (the "Plat") recorded on October 29, 1997, under Film Code No. 393089 of the Map Records of Harris County, Texas, and under Clerk's File No. S707026 of the Official Public Records of Real Property of Harris County, Texas (herein referred to as the "Neighborhood");

WHEREAS, Section 4 of Article XI of the Original Declaration as amended by the First Amendment grants Declarant the right and privilege, with the consent of the owner of such property, to annex and subject to the provisions of the Original Declaration and the jurisdiction of the "Association" (as defined in the Original 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 Original Declaration, and under Article I, Section 16 thereof to designate certain portions of such property as one or more "Neighborhoods" as defined in the Original Declaration; and

WHEREAS, Declarant desires to annex and subject the Neighborhood to the provisions of the Original 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 Original Declaration, and to designate the land covered by the above Plat as a "Neighborhood" as defined in the Original 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 Original 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 Original 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 Original Declaration.

C. The land subject to the Plat shall hereafter be known as GREEN TRAILS PARK, SECTION EIGHTEEN, 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 Original Declaration (as amended and supplemented), and Declarant hereby grants to the Owners and

Occupants of all Lots covered by the Original 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.

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 and reasonable attorney's fees, applicable to each such Building Plot as provided in the Original 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 Original 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. 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 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 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.

(b) The following Lots in the Neighborhood shall have

constructed and maintained thereon, at all times, the typical developer fence, that being a uniform wood fence not to exceed seven feet (7') in height, that parallels and is immediately adjacent to (but does not encroach beyond) the rear or side boundary of such Lots:

Green Trails Park Section Eighteen:
Block 1, Lot 4 through 10 (west boundary only) inclusive.

(c) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, all fences at the rear boundary or side boundary, as the case may be, of the Lots referenced in Section 1(b) and 1(c) of this Supplemental Declaration shall be maintained in the original style and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

Section 2. 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, and shall be either weathered wood or gray in color.

Section 3. 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) Certain Lots in the Neighborhood shall be restricted in their driveway access to certain adjacent streets. The following Lots in the Neighborhood are specifically prohibited from having side load garage access:

Green Trails Park Section Eighteen:
Block 1, Lots 1, 15 and 58.
Block 2, Lots 1 and 16.

(c) 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) Setback from each front Lot boundary shall be fifty feet (50'); and

(ii) Minimum 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 (45°) 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.

(d) 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 4. 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 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 5. MINIMUM SQUARE FOOTAGE. The living area of each Living Unit in Green Trails Park Section Eighteen (exclusive of open or screened porches, terraces, garages and driveways) shall not be less than Two Thousand (2,000) square feet of living area.

Section 6. 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 either three (3) living hardwood trees at least four inches (4") in diameter or six (6) living pine trees at least