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**SUPPLEMENTAL DECLARATION OF PROTECTIVE  
COVENANTS FOR EAGLE SPRINGS RESIDENTIAL PROPERTY**

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

20080194736  
04/21/2008 RP2 \$32.00

**THIS SUPPLEMENTAL DECLARATION** (this "Supplemental Declaration") is made by TERRABROOK EAGLE SPRINGS, L.P., (hereinafter referred to as "**Declarant**").

**WITNESSETH**

**WHEREAS**, Declarant is the "Declarant" under that certain Declaration of Protective Covenants for Eagle Springs (the "**Declaration**") recorded on May 9, 2001, in file number V039773 in the Office of the County Clerk of Harris County, Texas; and

**WHEREAS**, Declarant is the owner of the real property described in Exhibit A attached hereto ("**Additional Property**"); and

**WHEREAS**, pursuant to the terms of the Declaration, the Declarant may subject certain additional property described on Exhibit C of the Declaration to the terms of the Declaration; and

**WHEREAS**, the Additional Property is a portion of that property described on Exhibit C to the Declaration; and

**WHEREAS**, the Declarant desires to subject the Additional Property to the terms of the Declaration;

**NOW, THEREFORE,**

1. Declarant hereby subjects the Additional Property to the provisions of the Declaration and this Supplemental Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied, mortgaged or otherwise encumbered pursuant to, and subject to the limitations of, the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such Additional Property and shall be binding upon each person or entity having any right, title, or interest in such Additional Property, and such person's or entity's heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Eagle Springs Community Association, Inc. in accordance with the Declaration.
2. The Additional Property described on Exhibit A attached hereto is hereby designated a Neighborhood under the name shown on Exhibit A.

3. This Supplemental Declaration may be amended as provided in the Declaration, or to the extent not specifically provided for in the Declaration, may be amended or supplemented in the same manner as the Declaration.
4. All capitalized terms used herein and not defined shall have the meaning as set forth in the Declaration.
5. The minimum square footage for each single family residence in the Neighborhood of **EAGLE SPRINGS, SECTION THIRTY-FOUR** shall be 1800 square feet of living space (air conditioned space).
6. Maintenance Responsibilities.
  - (a) The Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of all Units within the Additional Property identified on Exhibit "A," mowing, trimming, and fertilizing of lawns, fertilizing of shrubbery, and edging of shrub beds, on (1) that portion of each Unit lying between the street on which the dwelling fronts and the Unit and front fence line, and (2) side lot area between street and fence on Corner lots. The Association shall have no responsibility for irrigation, or for maintenance of lawns, shrubbery, or other landscaping installed by the Owner or located within any fenced area of the yard. The Association's maintenance responsibilities hereunder Paragraph 6(a) shall commence, as to each Unit, upon completion of construction of the dwelling and installation of all landscaping and related improvements thereon in accordance with the plans approved and conveyance of the Unit by the Builder for residential occupancy.
  - (b) It is contemplated that the Association will incur extraordinary expenses in respect to Eagle Springs, Section Thirty-Four not incurred with respect to other subdivisions under its jurisdiction. Such extraordinary expenses may include, but is not limited to, Paragraph 6(a) and maintenance of private streets and automated entry gates. In order to pay for such additional expenses and services contemplated under 6(a) and 6(b), an annual assessment called the Supplemental Section Thirty-Four Neighborhood Assessment is hereby fixed and established against Section Thirty-Four Owners described on Exhibit "A."
  - (c) Maintenance of all other portions of the Units, including driveways and sidewalks serving the dwellings on the Units and any landscaping or improvements installed by the Owners or occupants of any Units, shall be the responsibility of the respective Owners.
  - (d) Owners shall also be responsible for the installation, maintenance, repair and replacement of an irrigation system serving, at a minimum, the portions of the landscaping on the Owner's Unit that the Association is responsible for maintaining under Paragraph 6(a); the Builder constructing a home on a Unit shall be responsible for installing the initial

irrigation system prior to conveyance of the Unit for residential occupancy. Owners shall, at the Owner's expense, irrigate landscaped areas on their Units on such schedule as the Board may recommend in order to maintain the landscaped areas in a neat, attractive and healthy condition.

(e) All maintenance hereunder shall be performed in a manner and on a schedule consistent with the Community-Wide standard.

7. Easement for Maintenance. The Association shall have a perpetual, non-exclusive easement over the Units within the Additional Property for the purpose of performing its maintenance responsibilities hereunder, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass.
8. Common Area. The Association shall be responsible for maintenance, insurance, and operation of any General Common Area held for the benefit of the Association described in Exhibit "A".
9. Supplemental Neighborhood Assessment. The Association shall assess all costs incurred in connection with maintenance, insurance, operation of any Supplemental Section Thirty-Four Neighborhood Assessment held for the benefit of the Section Thirty-Four Owners described on Exhibit "A," including but not limited to all costs incurred in connection with the provision of maintenance to Units under Paragraph 6(a) and 6(b) pursuant to Article X, Section 10.3 of the Declaration. Supplemental Neighborhood Assessment for each Unit's share of such expenses pursuant to 6(a) shall not commence until conveyance of the Unit by the Builder for residential occupancy.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration effective as of April 9, 2008.

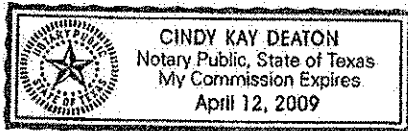
TERRABROOK EAGLE SPRINGS, L.P.  
a Delaware limited partnership

By: Terrabrook Eagle Springs GP, L.L.C.  
a Delaware limited liability company,  
its General Partner

By: Mark L. Hardy  
Name: Mark L. Hardy  
Title: Assistant Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 9, 2008, by Mark L. Hardy, Assistant Vice President of TERRABROOK EAGLE SPRINGS GP, L.L.C., a Delaware limited liability company, as General Partner of TERRABROOK EAGLE SPRINGS, L.P., a Delaware limited partnership, on behalf of said limited partnership.



Cindy Kay Deaton  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**EXHIBIT "A"**

The subdivision known as Eagle Springs Section Thirty-Four (34), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 621087 of the Map Records of Harris County, Texas. *lee*

**Neighborhood Name: Princeton Park**

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID 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

APR 21 2008



*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2008 APR 21 AM 9:23

FILED

**AFTER RECORDING PLEASE RETURN TO:**

Cindy Deaton  
Terrabrook Eagle Springs, L.P..  
10235 W. Little York, Suite 300  
Houston, Texas 77040 *W*