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SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
REMINGTON RANCH, SECTION EIGHT (8)

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THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

WHEREAS, KB Home Lone Star LP, a Texas limited partnership, and RR Houston Development, L.P., a Texas limited partnership ("Declarants"), caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Remington Ranch" (the "Declaration") to be recorded in the Official Public Records of Real Property of Harris County on September 17, 2004 under Clerk's File No. X927202, which Declaration imposes various covenants, conditions and restrictions upon the real property described in Exhibit "A" thereto; and

WHEREAS, a portion of the property described in Exhibit "A" to the Declaration was subsequently platted as follows:

Remington Ranch, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 591073 of the Map Records of Harris County, Texas

and,

WHEREAS, Article VIII, Section 8.5, of the Declaration provides that Declarants shall have the authority to adopt and record a Supplemental Declaration of Covenants, Conditions and Restrictions applicable to a particular portion of the property described in Exhibit "A" to the Declaration, which Supplemental Declaration may include additional covenants, conditions and restrictions applicable only to the property made subject to the provisions of the Supplemental Declaration; and

WHEREAS, Declarants desire to adopt and record a Supplemental Declaration applicable to Remington Ranch, Section Eight (8);

NOW, THEREFORE, pursuant to the authority granted in Article VIII, Section 8.5, of the Declaration, Declarants hereby adopt this Supplemental Declaration and subject all of Remington

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Ranch, Section Eight (8), to the provisions of this Supplemental Declaration. Remington Ranch, Section Eight (8), shall be developed, improved, sold, used and enjoyed in accordance with and subject to the provisions of the Declaration and this Supplemental Declaration. In the event of any conflict between the provisions of the Declaration and the provisions of this Supplemental Declaration, the provisions of this Supplemental Declaration shall control.

**ARTICLE I**  
**Definitions**

As used in this Supplemental Declaration, the term set forth below shall have the following meaning:

**K. HOVNANIAN** – K. Hovnanian of Houston, L.P., a Texas limited partnership, its successors and assigns that have been designated as such by K. Hovnanian pursuant to a written instrument duly executed by K. Hovnanian and recorded in the Official Public Records of Real Property of Harris County, Texas.

All other capitalized terms used in this Supplemental Declaration shall have the same meanings as provided in the definitions set forth in the Declaration.

**ARTICLE II**  
**Additional Architectural and Use Restrictions**

**A. LEASING.** With the exception of Lots and Improvements thereon owned by K. Hovnanian, no Lot or Residential Dwelling or other Improvement on a Lot in Remington Ranch, Section Eight (8), shall be leased.

If notice and an opportunity to appear before the Board of Directors are given as provided by law, the Association shall have the authority to levy fines against an Owner who leases his Lot or the Residential Dwelling or any other Improvement on the Lot in violation of the provisions of this paragraph. An initial fine in the amount of \$1,000.00 shall be levied against the Owner of a Lot for any unauthorized lease of the Lot or the Residential Dwelling or other Improvement on the Lot. The Association shall have the authority to levy an additional fine in the amount of \$1,000.00 every thirty (30) days thereafter during which the Lot or the Residential Dwelling or other Improvement on the Lot continues to be leased in violation of the provisions of this paragraph. Any fines levied in accordance with the provisions of this paragraph shall be added to the Annual Maintenance

Charge applicable to the Owner's Lot and secured by the lien against the Lot created for the benefit of the Association by the provisions of Article V of this Declaration. The authority to levy fines against an Owner for a violation of the provisions of this paragraph shall be in addition to, not in lieu of, all other remedies available to the Association under this Declaration or at law.

**B. SIGNS.** A standard "For Sale" sign is permitted on a Lot; provided that, only one (1) standard "For Sale" sign is permitted on a Lot in Remington Ranch, Section Eight (8), at any given time and the sign must be displayed on a stake in the front yard, not attached to the Residential Dwelling or other Improvement on the Lot or displayed in a window. With the exception of signs erected by K. Hovnanian prior to the date that K. Hovnanian ceases to own any Lot in Remington Ranch, Section Eight (8), a "For Lease" sign or similar type of sign marketing a Residential Dwelling for lease is prohibited either on a Lot or otherwise within Remington Ranch, Section Eight (8). No sign of any type shall be erected or installed on Common Area or in a public street or right-of-way maintained by the Association except traffic signs erected by the Association or, in the case of a public street or right-of-way, a governmental authority having jurisdiction. Any sign erected on a Lot in violation of this provision or any sign erected on Common Area or in a public street or right-of-way maintained by the Association may be removed and disposed of by or at the direction of the Association without liability to any party. Further, if notice and an opportunity to appear before the Board of Directors are given as provided by law, the Association shall have the authority to levy a fine in the amount of \$250.00 against the Owner of a Lot who, directly or indirectly through an agent or other authorized representative, erects or places an unauthorized sign on a Lot in Remington Ranch, Section Eight (8), on or in a Residential Dwelling or other Improvement on a Lot in Remington Ranch, Section Eight (8), on Common Area, or in a public street or right-of-way maintained by the Association. If the unauthorized sign is displayed in the window of a Residential Dwelling or other Improvement on a Lot in Remington Ranch, Section Eight (8), or otherwise in a manner that does not enable the Association to remove the sign, the Association shall have the authority, after notice and an opportunity to appear before the Board of Directors are given as provided by law to levy a fine against the Owner of the Lot in the amount of \$250.00 for each day that the unauthorized sign is displayed. Any fines levied in accordance with the provisions of this paragraph shall be added to the Annual Maintenance Charge applicable to the Owner's Lot and secured by the lien against the Lot created the benefit of the Association by the provisions of Article V of the Declaration.

**C. GARAGES.** A carport is not permitted on any Lot in Remington Ranch, Section Eight (8). No garage shall be constructed on any Lot without the prior written consent of the Architectural Review Committee. All garages must be constructed in strict accordance with uniform specifications therefor promulgated by K. Hovnanian and approved by the Architectural Review Committee. No garage shall be placed or maintained on any easement. No garage, whether constructed on a Lot at the time of original construction of the Residential Dwelling or thereafter may be modified so as to deviate from the uniform specifications therefor promulgated by K. Hovnanian and approved by the Architectural Review Committee. If a garage constructed on a Lot is substantially damaged or destroyed, it must be replaced using materials that meet or exceed the quality of materials used at the time of original construction, and in strict accordance with any uniform specifications therefor promulgated by K. Hovnanian and approved by the Architectural Review Committee.

**D. BURGLAR BARS.** Burglar bars are not permitted on the exterior of any windows or doors of any Residential Dwelling or other Improvement on a Lot in Remington Ranch, Section Eight (8); burglar bars in the interior of a Residential Dwelling or other Improvement must be installed so that they are not visible from a Common Area or neighboring Lot.

**E. REAR YARDS.** The rear yard of each Lot in Remington Ranch, Section Eight (8), will be enclosed by a fence at the time of original construction of the Residential Dwelling. The area enclosed by a fence for the use and benefit of the Owner or occupant of a particular Lot shall include a portion of an adjacent Lot. The portion of the adjacent Lot enclosed by a fence at the time of original construction shall be shown on a survey attached to the deed conveying the Lot to the Owner who is entitled to the use and benefit of such area. The area shall also be shown on a survey attached to the deed conveying the subject Lot. There is hereby established and dedicated for the use of the Owner of each Lot a limited perpetual easement over and upon that portion of the adjacent Lot enclosed by a fence and depicted in the surveys attached to the deeds. Each easement is for the purpose of planting grass, flowers and shrubbery, and maintaining and repairing the fence thereon. The Owner of the Lot subject to the easement shall not have the right to remove or relocate the fence or otherwise interfere with the adjacent Lot Owner's right to use the easement. In the event that the portion of the fence on a Lot which solely benefits the owner of the easement requires repair and/or replacement, it shall be the responsibility of the owner of the easement to repair and/or replace the fence at his sole cost and expense. The maintenance, repair and replacement of that portion of the fence enclosing the rear of a Lot which benefits not only the

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owner of the easement, but also the Owner of the Lot, shall be the responsibility of both Owners and the cost of repairing and replacing any such portion of the fence shall be shared equally. Notwithstanding the provisions of this paragraph, the Owner of a Lot shall at all times have access to the portion of his Lot enclosed by a fence for the use and benefit of the Owner of the adjacent Lot if reasonably necessary to enable the Owner to maintain and/or repair the Residential Dwelling or other Improvement on his Lot; provided that, except in the event of a bona fide emergency, access to the portion of the Owner's Lot enclosed by a fence for the use and benefit of the Owner of the adjacent Lot shall not be exercised without at least seventy-two (72) hours notice to the Owner or occupant of the adjacent Lot.

**F. LOT MAINTENANCE.** The Association shall, as a common expense paid out of the Maintenance Fund, be responsible for mowing and edging the grass in the front and side yards of each Lot in Remington Ranch, Section Eight (8), and the grass in the rear yard of each Lot in Remington Ranch, Section Eight (8), outside the fence enclosing the rear yard, but in all instances only to the face of any landscape bed on the Lot. The Association's Lot maintenance responsibility shall not include the obligation to water the grass; rather, the Owner of each Lot shall be responsible for watering the grass in the front, side and rear yards of the Lot as necessary to preserve growth. In the event that the Owner or occupant of a Lot fails to appropriately water the grass on his Lot, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and water the grass. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay all charges incurred by the Association to water the grass on Owner's Lot, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of an invoice for such costs. Payment of such costs shall be secured by the lien created in Article V of the Declaration.

The Owner or occupant of a Lot in Remington Ranch, Section Eight (8), shall at all times keep all landscape beds maintained in a reasonably attractive manner, free of weeds, debris and dead or diseased shrubs and trees. In addition, the Owner or occupant of each Lot in Remington Ranch, Section Eight (8), shall keep the grass in the portion of the rear yard enclosed by a fence cut in a sanitary, healthful and attractive manner. In the event that the Owner or occupant of a Lot fails to maintain his Lot in a sanitary, healthful and attractive manner, the Association may, after ten (10) days written notice to the Owner or occupant of the Lot, at its option, without liability to the Owner or occupant of the Lot in trespass or otherwise, enter upon said Lot and clean and weed the landscape beds, remove any dead or diseased shrubs or trees, mow and edge the grass, trim bushes

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and trees, remove any trash or debris, and do anything else necessary or desirable to secure compliance with this Supplemental Declaration and may charge the Owner and/or occupant of the Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charges, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration.

Declarant hereby reserves for the Association, its agents and contractors, an easement upon, across, and over all Lots in Remington Ranch, Section Eight (8), for the purpose of mowing, edging, trimming, and maintaining the front, side and rear yards of such Lots (not enclosed by a fence). By virtue of this easement, it shall be permissible for the Association, its agents and contractors, to enter upon each Lot for these purposes as frequently as the Board of Directors deems necessary to maintain the Lots in a neat and attractive condition. No Owner or occupant of a Lot in Remington Ranch, Section Eight (8), shall in any manner impair or impede the Association's maintenance of the front, side and rear yards of a Lot or otherwise adversely affect the objective of maintaining the lawns of all Lots in Remington Ranch, Section Eight (8), in a uniform manner.

**G. ROOFS.** The roofing material used on the Residential Dwelling or other Improvement on a Lot in Remington Ranch, Section Eight (8), must be an acceptable shade of red, green or black, as approved by the Architectural Review Committee. All other colors are prohibited.

**H. LOCATION OF IMPROVEMENTS.** No Residential Dwelling, garage or other Improvement other than approved fencing and/or landscaping on a Lot in Remington Ranch, Section Eight (8), shall be located nearer to the rear property line than four (4) feet.

### **ARTICLE III** **Neighborhood Assessment**

In addition to Annual Maintenance Charges, Special Assessments, and Reserve Assessments as provided in Article V of the Declaration, the Association shall have the authority to levy and collect a Neighborhood Assessment with respect to each Lot in Remington Ranch, Section Eight (8). A Neighborhood Assessment is a separate assessment levied equally against all Lots in Remington Ranch, Section Eight (8). The purpose of the Neighborhood Assessment is to provide funds to the Association to pay expenses incurred to provide special services for the

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exclusive benefit of the residents of Lots in Remington Ranch, Section Eight (8). The special services to be provided to the residents of Lots in Remington Ranch, Section Eight (8), include the maintenance of the front, side, and rear yards (outside the fence enclosing the rear yard) of each Lot in Remington Ranch, Section Eight (8), as provided in Article II, Section F, of this Supplemental Declaration. The Neighborhood Assessment may be levied by the Association for other special services provided to the residents of Lots in Remington Ranch, Section Eight (8); provided that, no Neighborhood Assessment shall be levied for any other special services or purposes than those specified above unless (a) a written request for services not regularly provided by the Association is submitted to the Board of Directors (b) the Board of Directors agrees, on behalf of the Association, to provide the requested special services, subject to the approval of a Neighborhood Assessment to cover the costs of the services, (c) a meeting is called among the Owners of the Lots in Remington Ranch, Section Eight (8), (d) all Owners in Remington Ranch, Section Eight (8), are notified in writing not less than ten (10) days or more than thirty (30) days before the meeting that a meeting will be held to discuss and vote upon the proposal to obtain special services and to approve a Neighborhood Assessment for that purpose, and (e) the special services and the Neighborhood Assessment are approved by Owners representing not less than a majority of the Lots in Remington Ranch, Section Eight (8). Neighborhood Assessments shall be due, in advance, on January 1<sup>st</sup> of each year in which the special services are to be provided. If special services provided to the residents of Lots in Remington Ranch, Section Eight (8), commence after the first day of a calendar year, the Neighborhood Assessment for that year shall be due on the date specified by the Board of Directors. The Board of Directors shall have the authority to set the rate of the Neighborhood Assessment each year based upon the anticipated cost to provide the special services specified above, and to provide any other special services approved by the Association and the requisite number of Owners of Lots in Remington Ranch, Section Eight (8), as provided herein. When adjusting the amount of the Neighborhood Assessment from year to year, the Board of Directors shall consider any surplus or deficit in the budget from the prior year, it being the intent that the Neighborhood Assessment shall be set at a rate to cover the costs for which the Neighborhood Assessment is levied, not to build any cash reserves. Payment of Neighborhood Assessments shall be secured by the continuing lien provided in Article V of the Declaration. A Neighborhood Assessment shall also be the personal obligation of the Owner(s) of the Lot at the time the Neighborhood Assessment became due. A Neighborhood Assessment shall be subject to the same provisions relating to non-payment that are applicable to Annual

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Maintenance Charges and Special Assessments pursuant to Article V of the Declaration. Notwithstanding any provision herein to the contrary, the Board of Directors of the Association shall have the authority to discontinue any special services which were previously requested and approved as the Board deems, in its reasonable, good faith judgment, to be necessary or appropriate. If the Owner of any Lot in Remington Ranch, Section Eight (8), proposes to discontinue any special services previously requested and approved, a petition signed by Owners representing not less than twenty percent (20%) of the Lots in Remington Ranch, Section Eight (8), must be submitted to the Board of Directors. A meeting of the Owners of Lots in Remington Ranch, Section Eight (8), shall be called in the manner set forth above. The special services shall be discontinued if the proposal is approved by Owners representing not less than a majority of the Lots in Remington Ranch, Section Eight (8). When special services are discontinued, either as the result of a decision of the Board of Directors or a vote of the Lot Owners, the portion of the total Neighborhood Assessment relating to those special services shall likewise be discontinued. Once discontinued, special services may not be renewed unless approved in the manner set forth herein. For the purpose of any vote under this paragraph, the approval of multiple Owners of a Lot in Remington Ranch, Section Eight (8), may be reflected by the vote of one (1) of the Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed this Supplemental Declaration on this the 5<sup>th</sup> day of December, 2005, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

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FILED  
2005 DEC -7 AM 9:18  
Remington Ranch Home  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**KB HOME LONE STAR LP**  
a Texas limited partnership  
By: KBSA, Inc. a Texas corporation  
its General Partner

By:   
Joe R. Zimmerman, Vice President  
Land Development



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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

RR HOUSTON DEVELOPMENT, L.P.

a Texas limited partnership  
By: RR Houston Developers, L.L.C,  
a Texas limited liability company  
its General Partner

DEC -7-2005



*Brenda L. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

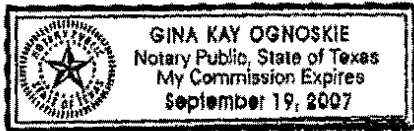
By: *J. Dickson Rogers*  
J. Dickson Rogers, President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Joe R. Zimmerman, Vice President, Land Development of KBSA, General Partner of KB Home Lone Star LP, 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 in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5<sup>th</sup> day of December, 2005.



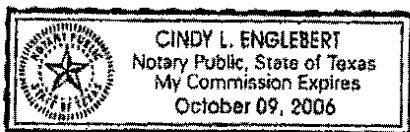
*Gina Kay Ognoskie*  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. Dickson Rogers, President of RR Houston Developers, L.L.C, 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 in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5<sup>th</sup> day of December, 2005.



*Cindy L. Englebert*  
Notary Public in and for the State of Texas