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SUPPLEMENTAL DECLARATION
FOR
FIRST SUBDIVISION
OF
WEST OAK CREEK HOMEOWNERS' ASSOCIATION, INC.

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**SUPPLEMENTAL DECLARATION
FOR
FIRST SUBDIVISION
OF
WEST OAK CREEK HOMEOWNERS' ASSOCIATION, INC.**

This Supplemental Declaration is made as of the 14th day of February, 1994, by West Oak Development, Ltd., a Texas limited partnership.

P R E A M B L E:

A. Declarant, as defined in Section 1.2, is the owner of certain real property described as the "Project Area" in that certain Declaration for West Oak Creek Homeowners' Association, Inc., dated February 14, 1994, recorded in the Official Public Records of Real Property of Galveston County, Texas, under Clerk's File No. 940797A the "Declaration").

B. That certain 40.5705 acre tract owned by Declarant and described as Oak Creek Section One out of the John Dickinson League, Abstract Number 9, League City, Galveston County, Texas, and further described on the "Plat" (as hereinafter defined), is part of the Project Area and Declarant intends to improve such real property (the "First Subdivision") as part of the planned community in accordance with the terms of the Declaration. In furtherance of the plan for the development of the Community Association Area described in the Declaration, Declarant intends to improve and sell the Sites in the First Subdivision as Residential Sites, with one Unrestricted Reserve (Reserve B shown on the Plat) and to maintain other portions of the First Subdivision as Common Area for the primary use and benefit of (a) all Owners of Sites in the First Subdivision; (b) other Owners of Sites which may be annexed into the First Subdivision and Community Association Area in accordance with the terms of this Supplemental Declaration and the Declaration, respectively; and (c) the general public. The Owners who own Residential Sites in the First Subdivision, their Residential Sites in the First Subdivision, the Owner of Reserve B, Reserve B, and the Common Area described in Section 2.4(b) herein shall be subject to the provisions of the Declaration and this Supplemental Declaration.

C. Pursuant to the Declaration, Declarant wishes to impose additional covenants, conditions, restrictions and reservations on the First Subdivision, as hereinafter described.

THEREFORE, DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1

DEFINITIONS

Unless otherwise expressly provided herein, the capitalized terms in this Supplemental Declaration shall have the same meaning as any similarly capitalized and defined terms within the Declaration. The following words and phrases when used in this Supplemental Declaration shall have the meanings hereinafter specified.

Section 1.1 Common Household Group. "Common Household Group" shall mean one or more natural Persons, each related to the other by blood, marriage or legal adoption, or a group of no more than four (4) such Persons not all so related, together with his or their domestic servants, all of whom maintain a common household in a Dwelling Unit on a Residential Site within the First Subdivision.

Section 1.2 Declarant. "Declarant" shall mean West Oak Development, Ltd., a Texas limited partnership, its successors and assigns. A Person shall be deemed a "successor and assign" of West Oak Development, Ltd., as Declarant only if such Person is specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in such written instrument. However, a successor to West Oak Development, Ltd., by consolidation or merger shall automatically be deemed a successor or assign of West Oak Development, Ltd., as Declarant under this Declaration.

Declarant shall also mean West Oak Homes, Ltd., a Texas limited partnership. It is currently contemplated that West Oak Development, Ltd., will transfer land covered hereunder for construction by West Oak Homes, Ltd. and other builders. Notwithstanding anything else contained herein to the contrary, such transfers shall not trigger any events hereunder, which events would otherwise be triggered by a transfer or sale of the underlying real property.

Section 1.3 Dwelling Unit. "Dwelling Unit" shall mean a residential building designed for, and limited and restricted to occupancy by a common household group, not including an accessory building or garage.

Section 1.4 First Subdivision. "First Subdivision" shall mean the property described on the Plat, not previously conveyed by Declarant, and any portion of the development land hereinafter annexed into the First Subdivision. The First Subdivision is a part of the Community Association Area and is subject to the provisions of the Declaration.

Section 1.5 Plat. "Plat" shall mean the plat of the First Subdivision entitled "Final Plat of Oak Creek Section One," recorded under Clerk's File No. 9312966, in the Official Public Records of Real Property of Galveston County, Texas.

Section 1.6 Related User. "Related User" shall mean any member of the Common Household Group of an Owner who resides with such Owner, guests and invitees of any Owner residing in a Dwelling Unit; employees of any Owner residing in a Dwelling Unit; and occupants, tenants and contract purchasers residing in a Dwelling Unit of an Owner who claim by, through or under such Owner.

ARTICLE 2

ESTABLISHMENT OF GENERAL PLAN

Section 2.1 General Plan and Declaration. This Supplemental Declaration is hereby established as a part of, pursuant to and in furtherance of, a common and general plan created in accordance with the Declaration for the improvement and sale of Residential Sites and Reserve B within the First Subdivision and for the purpose of enhancing and protecting the value, desirability and attractiveness of the First Subdivision and the Project Area. Declarant, for itself, its successors and assigns, hereby declares that the First Subdivision and each part thereof shall be owned, held transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in the Declaration and this Supplemental Declaration, for the duration thereof. The property covered by the Plat, not previously conveyed by Declarant, is hereby annexed into and made subject to the jurisdiction of the Association and the Declaration.

Section 2.2 Equitable Servitudes. The Covenants, Conditions and Restrictions of the Declaration and this Supplemental Declaration are hereby imposed as equitable servitudes upon the property within the First Subdivision, as a servient estate, for the benefit of each and every other Site and Community Association Properties within the Community Association Area, as the dominant estate.

Section 2.3 Covenants Appurtenant. The Covenants, Conditions and Restrictions of the Declaration and this Supplemental Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the First Subdivision, and each Site and the Common Area therein, and shall be binding upon and inure to the benefit of (a) the First Subdivision, (b) Declarant and its successors and assigns, (c) the Community Association and its successors and assigns, and (d) all Persons having, or hereafter acquiring,

any right, title or interest in all or any portion of the First Subdivision and their heirs, personal representatives, successors and assigns.

Section 2.4 Land Classifications.

a. Residential Sites. Those portions of the First Subdivision consisting of numbered Lots on the Plat, are hereby designated pursuant to Article 3 of the Declaration, to be Residential Sites. Each such lot shall constitute a Residential Site and a Site as defined in the Declaration. Reserve B may be a Residential Site.

b. Community Association Area. That certain real property hereafter improved by Declarant or the Community Association reserved per the Plat for the purpose of parks, landscaping and green areas, streets, tennis courts, clubhouses, fence and/or other amenities for the use and enjoyment of the Owners of Residential Sites and/or the general public within the First Subdivision, Related Users, and the public in general including, without limitation, Reserve A on the Plat and that portion of Reserve C on the Plat which was not conveyed by Declarant to West Oak Park Foundation by Special Warranty Deed recorded under Galveston County Clerk's File No. 9400320.

c. Commercial Site. Reserve B on the Plat may be used as either a Residential Site or as a Commercial Site. Only an office building or residential structure, and associated parking, may be constructed on Reserve B. Reserve B and any building or other improvement situated thereon shall not be used for manufacturing or any other industrial use except Light Manufacturing as that term is defined herein. As used in this subsection, "industrial use" refers to and shall mean any operation or enterprise for the production of goods, merchandise, materials, machines, vehicles and other manufactured items or things, or for the processing and/or refining of minerals, raw materials or manufactured products, except for Light Manufacturing. The term "Light Manufacturing" shall mean and refer to any industrial operation or use not otherwise specifically prohibited herein which is performed and carried out entirely within a building or buildings so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance or annoyance to the occupants of the Project Area such as, without limitation, noise, vibration, sound, electromechanical disturbance and radiation, electromagnetic disturbances, radiation, air or water pollution, dust, or emission of odorous toxic or nontoxic matter, and which operations and use are not hazardous on account of excessive danger of fire or explosion. In addition to the above restrictions Reserve B shall not be used for vehicle repair work, or any other activity which will in any way interfere with the use and enjoyment of any Residential Site. Adequate off-street parking shall be provided to accommodate all parking needs of

and for the occupants, employees, visitors and invitees of Reserve B, without regard to the use being made thereof. The intent of this provision is to eliminate the need for any on-street parking. Reserve B shall be subject to a Common Assessment in the same amount as a Residential Site.

ARTICLE 3

COMMUNITY ASSOCIATION PROPERTIES

Section 3.1 Member's Rights of Use and Enjoyment of Association Properties. Subject to the provisions of the Declaration, each Owner of a Site within the First Subdivision shall have a nonexclusive right and easement for use and enjoyment of services provided by the Association and of those Association Properties, if any, hereafter developed for the nonexclusive use and enjoyment of the Owners of Sites within the First Subdivision. Such right and easement shall be appurtenant to and pass with title to each Site of such Member.

Section 3.2 Delegation of Rights of Use. A Member who owns a Site in the First Subdivision may delegate his nonexclusive rights and easements for use and enjoyment of the services provided by the Association and the Common Area and Association Properties, if applicable, to: (a) any tenant who occupies a Dwelling Unit on the Site; (b) any contract purchaser who occupies a Dwelling Unit on the Residential Site; (c) any Person who is a part of the Common Household Group with an Owner, tenant, or contract purchaser who occupies a Dwelling Unit on the Residential Site; (d) if an Owner is a corporation, partnership or other such entity, up to four (4) officers, directors, partners, shareholders, members or other natural Persons with an interest in such Owner, which Persons will be specified in writing to the Association and cannot be changed more often than yearly other than by written permission from the Board; and (e) guests of any Owner, tenant, contract purchaser or member of a Common Household Group, of a Residential Site, to the extent permitted by the Rules and Regulations. In order to use the Association Properties and Common Areas, tenants, contract purchasers or subtenants, and any other Person, by acceptance of the right to use and occupy a Dwelling Unit, a Community Service or a Association Property, have agreed to assume, and, at the request of the Association, will accept in writing the assumption of all of the duties and obligations under the Declaration and this Supplemental Declaration, except for the obligation to pay Assessments.

ARTICLE 4

USE RESTRICTIONS

All of the First Subdivision shall be held, used and enjoyed subject to the restrictions in the Declaration

(including, without limitation, the provisions of Article 10 of the Declaration relating to architectural approval of improvements), as well as the following limitations and restrictions, except for the exemptions of Declarant set forth in the Declaration. To the extent that any of the following restrictions are more restrictive than any similar restrictions in the Declaration, the restrictions in this Supplemental Declaration shall control.

Section 4.1 Residential Use. Each Residential Site in the First Subdivision (and Reserve B, should it be used as a Residential Site) shall be improved with a Dwelling Unit and used solely for one (1) Common Household Group for residential living purposes and such purposes as are customarily incident thereto, and shall not be used at any time for business, commercial, educational, church or professional activities; provided, however, an Owner of a Residential Site in the First Subdivision may use his Dwelling Unit for professional or other home occupations such as the maintenance of a personal or professional library, the keeping of personal business or professional records or accounts, or for the handling of personal business or professional telephone calls or correspondence so long as there is no external evidence thereof (such as signs advertising a business or consultation in person with clients or customers at the Residential Site), and no unreasonable inconvenience to such Owner's neighbors is created. Notwithstanding the limit of one (1) Dwelling Unit per site contained herein, Lot 22 of Block 1 of Oak Creek Section One may have two (2) Dwelling Units constructed on it.

Section 4.2 No Hanging Articles. No clothing or household fabrics or other articles shall be hung, dried or aired on any Site in the First Subdivision in such a way as to be visible from any Site or from the Common Areas.

Section 4.3 No Further Subdivision. No Site, or Dwelling Unit thereon, in the First Subdivision may be further subdivided nor may any easement or other interest therein less than the whole (including any time share estate) be conveyed by the Owner thereof (including the Association but excluding Declarant and West Oak Homes, Ltd.), without the prior written approval of the Architectural Committee. Nothing in this Section shall be deemed to prevent an Owner from, or require the approval of the Architectural Committee for: (a) selling or leasing of an entire Site, or (b) transferring or selling any Site to more than one Person to be held by them as tenants in common, joint tenants or tenants by the entirety.

Section 4.4 View Restrictions. No vegetation, landscaping or other Improvements shall be planted, constructed or maintained by the Owners upon any Site in the First Subdivision in such location or of such heights as to create a hazardous condition for the users of the sidewalks or streets. In the event of a dispute between Owners in the First Subdivision as to the creation of a hazardous condition,

such dispute shall be submitted to the Board, whose decision in such matters shall be final and binding and not subject to appeal of any kind. The Board may request an Owner to remove or otherwise alter any hazardous condition. Any such hazardous condition shall, upon request of the Board, be removed or otherwise altered to the satisfaction of the Board, by the Owner of the Site upon which said obstruction is located at the Owner's sole cost; provided, however, in the event the Owner fails to remove or otherwise alter such hazardous condition, the Association shall remove such hazardous condition, charging the entire cost thereof to the Owner. Such costs shall be a Reimbursement Assessment and shall create a lien enforceable in the manner set forth in the Declaration.

Section 4.5 Landscaping. Within sixty (60) days after Recordation of a deed of a Site in the First Subdivision to an Owner, other than West Oak Homes, Ltd. or other initial builder, such Owner shall install and shall thereafter; maintain the landscaping on his site in a neat and attractive condition, including all necessary landscaping and gardening; and, properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation which may be originally placed on such site by Declarant or required by the Architectural Committee or the Rules and Regulations. The Board may adopt Rules and Regulations proposed by the Architectural Committee to regulate landscaping permitted and required in the Sites in the First Subdivision as provided in the Declaration and in the Bylaws. In the event that any Owner shall fail to install and maintain landscaping in conformance with the Rules and Regulations, or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon thirty (30) days prior written notice to such Owner, shall have the rights as hereinafter described. Provided, however, in the event that any Owner shall fail to mow and keep trimmed and neat the lawn and grass areas on his Site or otherwise permit any of said lawn and grass area to deteriorate to an unsightly or unattractive condition, the Board upon ten (10) days prior written notice to such Owner, shall have the rights as hereinafter described. The Board shall have the right, upon the appropriate above-described written notice to an Owner, either (a) to seek any remedies at law or in equity which it may have to correct such conditions, or (b) after Notice and Hearing, to enter upon such Owner's Site for the purpose of correcting such condition, and such Owner shall promptly reimburse the Association for the costs thereof, or (c) both of the foregoing, or (d) impose such fines and penalties as exist under the Rules and Regulations of the Association. Such cost shall be a Reimbursement Assessment and shall create a lien enforceable in the manner set forth in the Declaration.

Section 4.6 Vehicle Restriction. No recreation vehicle, camper, camper not on a truck, boat, mobile home,

horse trailer, or other trailer, tractor, motor home or truck (other than a pickup truck or van) shall be stored or shall be parked for longer than ten (10) hours anywhere within the First Subdivision (including driveways) or on any public or private road or street in such a manner as to be visible from any Site or from any portion of the Common Area. Any such vehicle may be kept only within a garage, an enclosed or partially enclosed structure approved by the Architectural Committee or within a parking area designated by the Association for the storage and parking of such vehicles. No inoperable vehicle or vehicle kept stationary for a period in excess of forty-eight (48) hours shall be allowed to remain on any portion of the First Subdivision or on any private or public street or in such a manner as to be visible from any Site other than the Site on which such vehicle is located or from any portion of the Common Area. No vehicle, including, but not limited to, motorcycles, motorbikes, bicycles, automobiles, trucks and trailers may be kept or used anywhere within the First Subdivision in violation of any applicable Rules and Regulations. Such Rules and Regulations, among other things, may prohibit the keeping or use of motorcycles, motorbikes, dune buggies, golf carts or other loud or offensive vehicles, or may limit their use, and may regulate places of parking of such vehicles. Any vehicle found to be in violation of any of the provisions of this Section may be towed away by or on behalf of the Association at the expense of the owner of such vehicle.

Section 4.7 Animals. No animals of any kind shall be raised, bred or kept in the First Subdivision except as hereinafter provided. A reasonable number of dogs, cats or other household pets may be kept on a Residential Site, provided that (a) they are not kept, bred or maintained for commercial purposes, (b) they do not make objectionable noises, create any odor, or otherwise constitute a nuisance to other Owners, (c) they are kept within an enclosed yard on the Residential Site occupied by the Owner of such pets or on a leash being held by a Person capable of controlling the animal, and (d) they are not in violation of any other provision of the Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section shall ordinarily mean no more than two (2) pets per Site; provided, however, that the Board (or the Architectural Committee or such other Person as the Board may from time to time designate) may from time to time determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit the keeping of any animal which, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner and/or Related User maintaining any animal shall be liable in accordance with the laws of the State of Texas to each and all remaining Owners and Related Users of such Owners for any damage to person or property caused by any such animal; and it shall be the absolute duty and responsibility

of each such Owner or Related User to clean up after such animals to the extent they have used any portion of the Site of another Owner or any Common Areas.

Section 4.8 Restriction on Exterior Lighting. Except as may be approved in advance in writing by the Architectural Committee, no exterior lighting shall be permitted on any Site, including lighting to accent landscaping features, lights at entrance doors to structures, lights at entrances to property, lights along paths or driveways and lights to illuminate permitted signs. Approval shall be given only if such lights shall be of attractive design and shall be as small in size as is reasonably practical and shall be placed or located as directed or approved in writing by the Architectural Committee, and shall not allow light reflection or glare to be discernible off the Site where such lighting exists. This paragraph is not intended to prohibit small, decorative lights during the month of December.

Section 4.9 Casualty Insurance for Improvements. Each Owner of a Site within the First Subdivision shall be obligated to obtain and keep in full force and effect at all times casualty insurance with respect to all insurable Improvements on the Site for the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief and, if reasonably available and if deemed appropriate by the Association as evidenced by resolution of the Board of Directors, flood, earthquake or war risk coverage. In the event of damage or destruction to any insured Improvements; the proceeds of such insurance shall be applied by the Owner thereof, to the extent necessary, to cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Committee; or, the Owner shall promptly cause the damaged or destroyed Improvement to be demolished and the Site to be suitably landscaped, subject to the approval of the Architectural Committee, so as to present a pleasing and attractive appearance, and to be well maintained, mowed, and edged to conform to occupied Residential Sites in the immediate vicinity.

Section 4.10 Solar Energy Installations. The Architectural Committee shall approve the plans and specifications for the installation of residential solar systems, provided that the Architectural Committee determines that such plans and specifications demonstrate the exercise of reasonable measures to minimize the potential adverse aesthetic impact of the installation on other portions of the Association Properties. Any such Architectural Committee approval shall have no effect upon the enforceability of any other use restriction in the Declaration or this Supplemental Declaration. The Committee may promulgate reasonable standards and guidelines against which to examine any such plans and specifications, in accordance with Article 10 of the

Declaration. Any such standards or guidelines restricting the installation or use of a solar energy system shall not significantly increase the cost of the system nor significantly decrease its efficiency.

Section 4.11 Drilling or Mining. No mineral drilling, development, refining or mining operations of any kind shall be permitted in the First Subdivision, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted in the First Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in the First Subdivision.

ARTICLE 5

CONSTRUCTION RELATED RESTRICTIONS

Section 5.1 Heights and Character of Unit. No Dwelling Unit shall be erected, altered or permitted to remain on any Site other than one Common Household Group Dwelling Unit, not in excess of three (3) stories in height or more than forty-five (45) feet in height measured from the finished grade of the Site. The height of any Improvement on Reserve B shall not exceed forty-five (45) feet in height measured from the finished grade of Reserve B nor shall it exceed three (3) stories in height. Only one Improvement, plus an associated four (4) car garage, shall be allowed on Reserve B.

Section 5.2 Minimum Square Footage. The living area of the main residential structure on each Site, exclusive of porches (whether open or screened), and the garage, terraces and driveways, shall not be less than two thousand (2,000) square feet. Measurements shall be to the face of the outside walls of the main residential structure.

Section 5.3 Masonry and Roof Requirements. Except as may be otherwise approved in advance in writing by the Architectural Committee, the exterior finish of each Dwelling Unit, and the Improvement on Reserve B, shall be at least fifty-one percent (51%) brick, stone or other masonry, however, in computing such percentage, the garage shall be excluded. All Dwelling Units, and the Improvements on Reserve B, shall be roofed with tile roof, composition shingles or built-up roof, and no roof shall be composed of wooden shingles. The color and quality of such roof materials shall be subject to the approval of the Architectural Committee, and the color and quality of such roof materials shall also comply with the terms of this Supplemental Declaration or any applicable Rules and Regulations.

Section 5.4 Building Set-Back Lines. No Improvements, other than paving on Reserve B, shall be located on any Site nearer to the front property line than the building lines shown on the Plat. Subject to the provisions of Section 5.5

hereof, no Improvements shall be located nearer to the rear property line or to any street side property line than the building lines shown on the Plat, or nearer than five (5) feet to an interior side property line. For purposes of this Section and other provisions of this Supplemental Declaration, the "front property line" is the common boundary of any Site with a street, and in the case of a corner lot (with a common boundary on two streets) the boundary from which the Improvement set-back distance is larger. All Dwelling Units built in the First Subdivision shall face the front line of the Site on which each such Dwelling Unit is built unless a deviation from this provision is provided by a specific provision of a Supplemental Declaration or unless the deviation is approved in advance in writing by the Architectural Committee. The term "Improvements" solely as used in this Article 5 shall not include concrete drives, walks, landscaping, air conditioning units, fences, eaves, ducts and unroofed terraces; provided, however, in no event shall any portion of any improvements encroach upon a Site.

The Architectural Committee shall have the right to grant exceptions or variances to the building set-back lines shown on the Plat when doing so will not be inconsistent with the overall plans for development of the First Subdivision and such exceptions or variances are permitted by law.

Section 5.5 Composite Building Sites Prohibited. Subject to Section 9.4 hereof, the size and configuration of Sites as reflected on the Plat shall not be modified. No Owner shall be permitted to consolidate one or more Sites into a single Site.

Section 5.6 Visual Obstruction at the Intersections of Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the streets in the First Subdivision within the triangular area formed by the intersecting street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

Section 5.7 Walls and Fences. Other than those fences and walls originally put in by Declarant or other initial builder, no fence or wall may be built on any Site except as may be expressly permitted from time to time by written approval of the Architectural Committee at its sole and absolute discretion. Provided, however, the Architectural Committee shall not permit nor approve (i) any fence or wall constructed of any material which is not, in the sole opinion of the Architectural Committee, aesthetically compatible with structures, fences or walls located on or adjacent to or visible from the particular Residential Site (notwithstanding this restriction, the Architectural Committee may allow chain link fences, or other types of fences which may be necessary to allow the flow of water within the 100 year flood plain);

nor (ii) any fence or wall to be located nearer to the front property line than the front building set back line which exceeds two (2) feet in height; nor (iii) any fence or wall which, in the sole opinion of the Architectural Committee, is, by design or construction, aesthetically or architecturally incompatible with any fence, wall or structure located on adjoining lots or visible from the particular Residential Site. No Owner shall construct a fence so as to enclose any portion of a Landscape Reserve as shown on the Plat. Authorization of the construction of any one or more fences or walls pursuant to this Section shall not in any way obligate the Architectural Committee to authorize the construction of any other fence or wall. The Architectural Committee is hereby authorized to draft, publish and amend, from time to time, at its sole and absolute discretion, fence and wall requirements which govern Residential Sites located in the First Subdivision. Such requirements shall in every way be consistent with the dual objectives of permitting high visibility of Common Areas from all Residential Sites and permitting only high quality architectural construction and design.

Section 5.8 Removal of Trash and Debris During Construction. During the construction, repair and/or restoration of Improvements, each Owner or party constructing Improvements for an Owner ("Builder") shall remove and haul all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Site to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted in the First Subdivision, and no materials or trash may be placed elsewhere within the Project Area, unless approved in writing by the Architectural Committee. Additionally, each Owner or Builder, during construction of Improvements, shall continuously keep the Site in a reasonably clean and organized condition. Papers, rubbish, trash, scrap and unusable building materials are to be kept, picked up and hauled from the Site on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials or dirt shall be placed in any street. Any such trash, materials or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay, not less frequently than daily.

Section 5.9 Access Easement for Owners. A nonexclusive easement is hereby granted to each Owner in and to Sites for the purpose of reasonable and necessary access to such Owner's Site for construction, maintenance and repair of Improvements thereon, provided that the Owner using an adjacent Site for access purposes (the "Easement Site") shall keep such Easement Site free of any trash, rubbish and/or any other materials at all times during or after construction. Prior to any exercise of the access easement granted in this Section, the Owner or Builder of the Site intending to exercise such easement upon, over or across the Easement Site

shall give notice of such intent to the Owner (or Occupant) of the Easement Site. Unless otherwise authorized in writing by the Owner of the Easement Site, such access easement may be utilized only between the hours, local time, of 8:00 A.M. to 8:00 P.M., Monday through Friday, and 9:00 A.M. to 6:00 P.M., Saturday, and may be utilized only if the Owner (or Occupant) intending to use such access easement gives at least twenty-four (24) hours notice (oral or written) to the Owner (or Occupant) of the Easement Site (except in the case of an emergency or in the event that no Improvements have been constructed on the Easement Site, in which case no notice need be given). In all events, the use of the Easement Site shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Easement Site by the Owner (or Occupant) of such Easement Site and the Easement Site shall be returned to its condition prior to the use by the adjacent owner.

ARTICLE 6

EASEMENT AND UTILITIES

Section 6.1 Utility Easements on Plat. The utility easements shown on the Plat or as granted by Declarant are dedicated with the reservation that such utility easements are for the use or benefit of any public or private utility operating within the Project Area in Galveston County, Texas, as well as for the benefit of the Association and the Owners to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, cable television lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Declarant or Association may find necessary or proper.

Section 6.2 Title of Utility Lines. The title conveyed to any Site within the First Subdivision shall not be held or construed to include the title to the water, gas, electricity, cable television, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Declarant or Association, or public or private utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Declarant or Association and their successors and assigns. The Owners of the respective Sites shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Sites, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of the Site.

Section 6.3 No Improvements to be Constructed Over Easements. No Improvements shall be located over, under, upon or across any portion of any utility easement, except as

otherwise provided herein. The Owner of each Site shall have the right, subject to other provisions of the Declaration and this Supplemental Declaration covering architectural approval of Improvements, to construct, keep and maintain landscaping, paving and drives across any utility easements across the front of the Site and shall be entitled to cross such utility easements at all times for the purpose of gaining access to the Site. The Owner of each Site shall also have the right, subject to other provisions of the Declaration and this Supplemental Declaration covering architectural approval of Improvements, to construct, keep and maintain landscaping, air conditioning units and equipment and similar equipment over, across or upon any utility easements along the side of such Site (other than along any side of a Site which is adjacent to a street right-of-way) and shall be entitled to cross such utility easements at all times for the purpose of gaining access to his Site.

Section 6.4 No Liability to Owners. Neither the Declarant, the Association, or their successors and assigns, shall be liable to the Owners for personal injury or for any damage done by any utility company or any of their agents or employees to shrubbery, trees, flowers or other property of any Owner situated on a portion of a Site covered by a utility easement.

ARTICLE 7

ANNEXATION OF DEVELOPMENT LAND

Section 7.1 Further Development. Reference is hereby made to the fact that Declarant, and/or certain affiliates of Declarant may own other tracts or parcels of land situated within the Project Area or may hereafter acquire other land within the vicinity of the Project Area (which land now owned by Declarant or hereafter acquired by Declarant is collectively herein referred to as the "Development Land"). It is currently contemplated by Declarant and the aforementioned affiliates that a portion of the Development Land will be developed in at least one stage or phase for residential and commercial purposes; however, the foregoing is only a current intention and is subject to change without notice. It is also the present intention of Declarant and such affiliates that if such development occurs, mutual easements (including utility easements), licenses and rights shall be granted for the benefit of the Association and Owners, and the present and future owners and tenants owning or leasing improvements in any developments now or hereafter constructed on the Development Land. In order to effectuate such intentions, certain easements are herein retained and granted, and provision is made for certain rights to be granted to the Association or the Owners to acquire easements and rights with respect to current and future development on the Development Land. From and after the date hereof until the expiration of the Appointment Period (as that term is

defined in section 2.3 of the Declaration), Declarant shall retain and have the power, without the consent of any other Owner or the Association, to annex portions of the Development Land into the First Subdivision.

Section 7.2 Easements and Rights Presently Reserved. Declarant hereby reserves unto itself, its successors and assigns, a nonexclusive easement and right-of-way for ingress, egress and parking over, across and through all streets and roadways (private or otherwise) shown on the Plat.

Section 7.3 Obligation to Grant Reciprocal Rights. Declarant may, from time to time, assign one or more of the easements set out in this Article 7 to such persons or entities as it desires, but in no event to any person or entity that does not have an interest in a tract or parcel of land situated within the Project Area, it being intended that the right to use such easements be limited to parties residing on or using the Development Land or the Project, their guests and invitees. No assignment of any such easement or easements shall be made unless concurrently therewith the parties, or representatives thereof, who are being granted such rights also grant to the Owners in the First Subdivision or the Association a reciprocal easement or easements with respect to any similar facilities, if any, owned by such parties and located on the Development Land, or any part thereof. Subject to all of the provisions of this Article 7, Declarant and its successors and assigns may make multiple nonexclusive assignments of the easements herein granted to it.

Section 7.4 Allocation of Expenses. If any of the easements and rights granted by this Article 7 are assigned to other entities or persons in connection with developments on the Development Land as set out in Section 7.1 above, all such assignments shall provide that the assignees thereunder shall bear their proportionate share of the costs of maintaining, using and operating the street, road, recreational facility or other facility, as the case may be, as to which such right is granted. Such sharing of costs and expenses shall be based upon the actual costs of ownership, operation and maintenance of the facility in question, and shall be borne pro rata by all persons having the right to make use thereof based upon the number of Sites owned by such assignee and the number of Sites having said rights. The time of payment of such costs, and the methodology of ascertaining same, shall be specified in the instrument from Declarant or its successors and assigns to its assignee and shall be binding upon the Owners and the Association and such assignees provided that the cost allocation shall be based upon the basis as hereinabove provided or some other equitable basis.

Section 7.5 Authority of Board. The Board shall have, and is hereby granted, the necessary and requisite authority to enter into such cross-easement and cross-use agreements, or

other agreements howsoever designated, as may be necessary to effectuate the intents and purposes of this Article 7.

Section 7.6 Development Land. This Supplemental Declaration, including without limitation this Article 7, shall have no force or effect and shall not constitute any encumbrance with respect to the Development Land or any part thereof. Reference is made herein in this Article 7 to the Development Land solely for purposes of describing certain reciprocal easements and other rights that may hereafter arise as between the First Subdivision and the Development Land and limiting the parties to whom the easements hereby reserved may be assigned. No easements or rights are hereby granted or reserved as to the Development Land, and no easement or other right referred to in this Article 7 with respect to the Development Land or any part thereof shall be of any force or effect unless set forth in a document executed by the Owner or Owners of the part of the Development Land to be subject to such right or easement, which document, or a memorandum thereof, is hereafter recorded in the office of the Clerk and Recorder of Galveston County, Texas.

ARTICLE 8

GAS SERVICE

Section 8.1 Gas Service. It has been agreed that natural gas service be provided to all Sites, provided certain minimum usage is made of such service. Pursuant to the contemplated contract providing such service, all Dwelling Units on Sites and other Improvements on Reserve B shall have a minimum of gas water heating, and gas central comfort heating, or pay a non-utilization fee. If, however, any such Improvement completed in the First Subdivision does not utilize both gas water heating and gas central comfort heating appliances, then the Owner of such Improvement at the time of constructing such Improvements shall pay to the entity providing gas service the non-utilization of gas facilities charge set by such entity for such Improvement. This non-utilization charge shall be due thirty (30) days from completion of such Improvement. In the event this non-utilizing charge is not timely paid by the Owner of such Improvement, after demand is made for such payment, the Declarant or the Association may, at their option, pay such charge and the payment so made, if any, shall subject such Improvement to a Reimbursement Assessment.

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.1 Amendment and Duration. This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Sections 11.2, 11.3 and 11.4 of the Declaration as if they applied to this

Supplemental Declaration; provided, however, that the approval under Section 11.3 of the Declaration shall require the approval of not less than seventy-five percent (75%) of the voting power, present in person or by proxy, of the Owners of Sites within the First Subdivision (inclusive of the voting power of Declarant). Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Declaration remains in effect, in accordance with Article 11, Section 11.1 of the Declaration. All or a portion of the First Supplemental Declaration may be withdrawn from the coverage of this First Supplemental Declaration by Declarant and/or the Owners, as applicable, by complying with the same procedure for withdrawing property from the coverage of the Declaration, as set forth in Section 3.4 of the Declaration. All references to "this Declaration" and to the "Association" in Sections 3.4, 11.1, 11.2, 11.3 and 11.4 of the Declaration shall be deemed to refer to this Supplemental Declaration.

Section 9.2 Enforcement and No Representations. Reference is hereby made to the provisions of Sections 11.11, 11.12, 11.13, 11.14, 11.15, 11.16, 11.17, 11.18, and 11.19 of the Declaration, which Sections are hereby incorporated in this Supplemental Declaration by such reference as though set forth fully herein, with all references to "this Declaration" in such Sections of the Declaration being deemed to refer to this Supplemental Declaration. The reference to "Annexable Area" in Section 11.15 of the Declaration shall be deemed to refer to the Development Land.

Section 9.3 Mortgage Protection. Reference is hereby made to the provisions of Sections 11.6, 11.7, 11.8, and 11.9 of the Declaration, which Sections are hereby incorporated in this Supplemental Declaration by such reference as though set forth fully herein, with all references to "this Declaration," "the Association Area," "the Association Properties," "the Association" and "Assessments" in such Sections of the Declaration being deemed to refer to this Supplemental Declaration, the First Subdivision, and the Common Areas, respectively.

Section 9.4 Vacating of Plat or Correction of Plat By Declarant and Owners. No provision of this Supplemental Declaration shall preclude the Declarant and/or Owners in the First Subdivision from filing a replat to correct any error in the original platting or replatting of a Site in the First Subdivision, provided that such vacating or replatting is done in accordance with applicable laws, such as an error in any course or distance shown on the prior plat, an error in the description of the real property shown on the prior plat or any other type of scrivener or clerical error or omission in the description of the real property on the prior plat or otherwise.

Section 9.5 Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the Declaration to promote and effectuate the fundamental concepts of the Association Area, as set forth in the Declaration.

Section 9.6 Severability. Each of the provisions of this Supplemental Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 9.7 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 9.8 Captions for Convenience. The titles, headings and captions used in this Supplemental Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Supplemental Declaration.

Section 9.9 Notices. Reference is hereby made to Section 11.10 of the Declaration, which Section is hereby incorporated in this Supplemental Declaration by such reference as though set forth fully herein, with all references to "this Declaration" and to the "Association" in such Section of the Declaration being deemed to refer to this Supplemental Declaration.

Section 9.10 Delay in Enforcement. No delay in enforcing the provisions of this Supplemental Declaration as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at a later time or times.

009-53-0465

EXECUTED as of this the 14th day of February, 1994.

WEST OAK DEVELOPMENT, LTD.,
a Texas limited partnership

BY: WOD, INC.,
a Texas corporation,
General Partner

BY: Travis B. Campbell, Jr.
Travis B. Campbell, Jr.
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Travis B. Campbell, Jr., President of WOD, Inc., which is a General Partner of West Oak Development, Ltd., a Texas limited partnership, 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, as the act and deed of said corporation and that he was authorized to do so.

GIVEN under my hand and seal of office this the 14th day of February, 1994.



Stephen A. Lee

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

FILED FOR RECORD
94 FEB 18 PM 3:59

Jessie G. Kirkendall
COUNTY CLERK
GALVESTON COUNTY TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the Official Public Records
of Real Property of Galveston County Texas, on

FEB 18 1994



Jessie G. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS