

AMENDED AND RESTATED
 SUPPLEMENTAL DECLARATION OF
 ANNEXATION AND SUPPLEMENTAL RESTRICTIONS
 FOR
 GREEN TRAILS PARK SECTION SEVENTEEN

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF ANNEXATION AND SUPPLEMENTAL RESTRICTIONS (the "Supplemental Declaration") is made as of January 8, 1997, by GREEN TRAILS, LTD., a Texas limited partnership, herein referred to and acting as Declarant, but effective as of November 18, 1996.

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;

WHEREAS, as of November 18, 1996, WEST HOUSTON RESIDENTIAL DEVELOPMENT PARTNERS, a Texas general partnership ("West Houston"), was 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 SEVENTEEN a subdivision of approximately 21.7 acres of land in Harris County, Texas, according to the map or plat thereof (the "Plat") recorded on September 12, 1996, under Film Code No. 380080 of the Map Records of Harris County, Texas, and under Clerk's File No. S112723 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;

WHEREAS, pursuant to that certain Supplemental Declaration of Annexation and Supplemental Restrictions for Green Trails Park Section Seventeen dated as of November 18, 1996, filed of record under Clerk's File No. S212261 of the Official Public Records of Real Property of Harris County, Texas (the "Prior Supplemental Declaration"), Declarant, with the consent of West Houston, annexed and subjected the Neighborhood to the provisions of the Original Declaration and the jurisdiction of the Association, made the Neighborhood as defined therein subject to the additional covenants, conditions and restrictions and assessments set forth in the Prior 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 designated the land covered by the above Plat as a "Neighborhood" as defined in the Original Declaration; and

WHEREAS, Declarant, with the consent of the current owners of the real property within the Neighborhood, desires to amend and restate the Prior Supplemental Declaration in its entirety and to have this Supplemental Declaration supersede the Prior Supplemental Declaration in its entirety.

NOW, THEREFORE, Declarant does hereby declare, effective as of November 18, 1996, 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 SEVENTEEN, 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 and/or side boundary of such Lots:

Green Trails Park Section Seventeen:

Block 1: Lot 35 (east rear boundary only); and 36 through 39 (inclusive).

Block 2: Lot 1 (side and north rear boundaries only).

(c) The following Lots in the Neighborhood shall have constructed and maintained thereon, at all times, a uniform wood fence eight feet (8') in height in the original style and location as originally constructed thereon, that parallels and is immediately adjacent to (but does not encroach beyond) the rear and/or side boundary of such Lots:

Green Trails Park Section Seventeen:

Block 1: Lots 1 through 3 (inclusive); and 4, 17, 18, 31 through 35 (inclusive) (north rear boundaries only).

Block 2: Lot 1 (east rear boundary only); and 2 through 25 (inclusive).

(d) 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 Seventeen:
Block 1, Lot 1; Block 2, Lot 25.

(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 degree angle away from) the side boundary of such Lot siding on such street, the setback for the garage shall be the applicable building setback 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. SIDEWALKS; SIDEWALK EASEMENT.

(a) Prior to the completion of construction of a Living Unit on any Lot in the Neighborhood, the Owner thereof shall construct (and at all times thereafter shall maintain) a sidewalk four feet (4') in width that shall (except in special circumstances approved in writing in the sole judgment and discretion of the New Construction Committee) extend from the front door of the Living Unit to the curb of the street at the front Lot boundary. All sidewalks shall be composed of materials and in a configuration approved by the New Construction Committee.

(b) There is hereby reserved to the Association, its successors and assigns, and to the public an easement along and within the ten foot (10') wide strip of land within the Lots hereinafter described that have a common boundary with Heather Brook Lane and Ember Trails Drive, immediately adjacent to and contiguous with the boundaries of such Lots that abut Heather Brook Lane and Ember Trails Drive (the "GTP 17 Walkway Easement") for the construction, installation, maintenance, and public use of such walkways, pathways and sidewalks (and, at Declarant's and/or the Association's election, lighting standards, fixtures and equipment) as Declarant or the Association may, from time to time, elect to install. The Lots on which the GTP 17 Walkway Easement is located are as follows:

Green Trails Park Section Seventeen:

Block 2, Lots 6 through 20 inclusive and Lots 23 through 25 inclusive.

No Owner shall interfere with, disturb, remove, destroy or damage any such improvements installed by Declarant and/or the Association on or upon such GTP 17 Walkway Easement. The Association shall not be liable to any Owner of a Lot encumbered by the GTP 17 Walkway Easement for any injury or damage to any person or any person's property upon any part of the GTP 17 Walkway Easement to the extent caused by dangerous, defective or injurious conditions created or permitted to exist by the Owner or Occupant of such Lot, or their guests, invitees, licensees, contractors or visitors. However, the Association shall keep up and maintain (except for Owner-caused damage or hazardous conditions) all improvements constructed by Declarant or the Association in the GTP 17 Walkway Easement and shall indemnify and hold harmless each Owner of a Lot encumbered thereby for any claims for injury to persons or property resulting solely from the defective design or construction, or inadequate maintenance, of any such improvements. The above easement shall not be construed to imply any right of public use of the Common Properties or improvements thereon owned by the Association.

Section 6. MINIMUM SQUARE FOOTAGE. The living area of each Living Unit in Green Trails Park Section Seventeen (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 7. 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 oak trees at least four inches (4") in diameter or six (6) living pine trees at least five inches (5") in diameter planted and maintained in the front yard; all other Lots shall have a minimum of either two (2) living oak trees at least four inches (4") in diameter or four (4) living pine

trees at least five inches (5") in diameter planted and maintained in the front yard. All such trees that die shall promptly be replaced by the Owner of the Lot in question so as to be in compliance herewith.

Section 8. REAR AND SIDE BUILDING SETBACKS. Except as provided in Section 3 hereof with respect to garages, no improvement (other than Committee-approved landscaping) may be constructed on any Lot in the Neighborhood closer than eight feet (8') from the rear property line of any Lot, or closer than five feet (5') from the side property line of any Lot, except that the building setback along any side Lot line of any corner Lot that is the common boundary with a street right-of-way shall be as provided on the Plat. Existence of dedicated utility easements on Lots may further restrict a Lot Owner from building as close to a Lot line as the setbacks established herein may permit.

Section 9. DEVELOPMENT PERIOD. During the period of time that any Lots or Living Units located within the Neighborhood are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Properties owned by the Association in the Neighborhood in connection with the promotion and marketing of land within the boundaries of the Property (as defined in the Original Declaration).

Section 10. INTENT AND AMENDMENT. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Neighborhood (i.e., Green Trails Park Section Seventeen). Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Neighborhood only in and by virtue of this Supplemental Declaration (other than those in the Original Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of all of (i) seventy-four percent (74%) of the total votes of the Class A Members of the Association owning one or more Lots in Green Trails Park Section Seventeen, (ii) Declarant, as long as Declarant owns any part of the Property subject to the Original Declaration (by annexation or otherwise) or any Annexable Land, and (iii) West Houston, as long as West Houston owns any part of the Property subject to the Original Declaration (by annexation or otherwise) or any West Houston Land.

Section 11. NEIGHBORHOOD ASSESSMENT. No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within the Neighborhood may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with a ninety percent (90%) vote of

WEST HOUSTON RESIDENTIAL DEVELOPMENT PARTNERS, a Texas general partnership ("West Houston"), MHI PARTNERSHIP, LIMITED, a Texas limited partnership ("MHI"), and CENTENNIAL HOMES, INC., a Texas corporation ("CHI"), are all of the owners of the real property comprising the "Neighborhood" described in the attached and foregoing Amended and Restated Supplemental Declaration of Annexation and Supplemental Restrictions for Green Trails Park Section Seventeen (the "Supplemental Declaration") executed by Green Trails, Ltd., as Declarant. West Houston, MHI and CHI by their execution hereof, hereby consent to and subject the Neighborhood to the Supplemental Declaration and all of the terms, covenants, conditions, and restrictions therein, and agree that any sale, conveyance or transfer of any part of such Neighborhood shall be subject to all terms, provisions, covenants, conditions and restrictions contained therein.

WEST HOUSTON:

WEST HOUSTON RESIDENTIAL DEVELOPMENT PARTNERS, a Texas general partnership

By: Centennial Homes, Inc.,
Administrative Partner

By: Joel M Marshall

Name: Joel M Marshall
(Print Name)

Title: Vice President

MHI:

MHI PARTNERSHIP, LIMITED, a Texas limited partnership

By: Michael K. Love

Name: MICHAEL K. LOVE
(Print Name)

Title: PRESIDENT

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CHI:

CENTENNIAL HOMES, INC., a Texas corporation

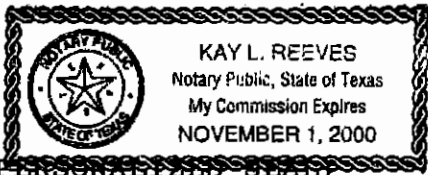
By: Joel M. Marshall

Name: Joel M. Marshall
(Print Name)

Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of January, 1997, by Joel M. Marshall, Vice President of Centennial Homes, Inc., a Texas corporation, Administrative Partner of WEST HOUSTON RESIDENTIAL DEVELOPMENT PARTNERS, a Texas general partnership, on behalf of said partnership.

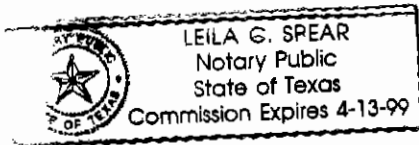


Kay L. Reeves
NOTARY PUBLIC

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15 day of January, 1997, by Michael K. Love, General Partner of MHI PARTNERSHIP, LIMITED, a Texas limited partnership, on behalf of said partnership.

(PERSONALIZED SEAL)

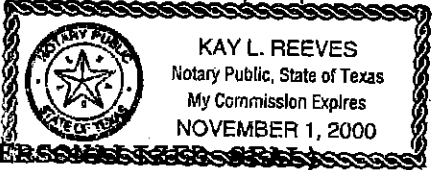


Leila G. Spear
NOTARY PUBLIC

511E-52-1905

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of January, 1997, by Joel M. Marshall, Vice President of CENTENNIAL HOMES, INC., a Texas corporation, on behalf of said corporation.



Kay L. Reeves
NOTARY PUBLIC

AFTER RECORDING, RETURN TO:

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

JAN 16 1997



Samuel B. Taylor
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
97 JAN 16 PM 4:30
COUNTY CLERK
HARRIS COUNTY TEXAS