

**LAKEs OF PINE FOREST, SECTION TWO
SUPPLEMENTAL DECLARATION OF RESTRICTIONS, COVENANTS and
CONDITIONS**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

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This Supplemental Declaration of Restrictions, Covenants and Conditions ("Supplemental Declaration") is made this the 26 of June, 2003, by PF LAKES DEVELOPMENT, LTD., a Texas Limited Partnership, of the County of Harris, State of Texas (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the property described as LAKES OF PINE FOREST, SECTION ONE, a subdivision, in Harris County, Texas, according to the map or plat thereof recorded under Film code No. 530256, Plat Records of Harris County, Texas (hereinafter referred to as the "Property" and/or the "Subdivision");

WHEREAS, the Property is subject to those certain restrictions, covenants and conditions set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Lakes of Pine Forest recorded under Document No. W-818777, Real Property Records, Harris County, Texas (the "Master Declaration");

WHEREAS, Declarant desires to modify the Master Declaration and encumber the Property with the covenants, conditions, restrictions, reservations and charges hereinafter set forth, which shall inure to the benefit and pass with the Property comprising the Subdivision, and each and every parcel or re-subdivision thereof, and shall apply to and shall bind all future owners of any portion thereof;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold and conveyed subject to the Master Declaration as modified or supplemented herein; and

FURTHER, Declarant hereby declares that all of the Property be held, transferred, sold and conveyed subject to the following covenants, conditions, restrictions, reservations and charges, hereby specifying and agreeing that this Supplemental Declaration and the provisions hereof shall be and do constitute covenants running with the land and shall be binding upon the Declarant its successors and assigns, and all subsequent owners of any portion of the Property, and the owners, by acceptance of their deeds, for themselves, their heirs, executors and assigns, covenant and agree to abide by the terms and conditions of the Master Declaration and this Supplemental Declaration.

I.

PROPERTY SUBJECT TO THE SUPPLEMENTAL DECLARATION

The Property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

LAKES OF PINE FOREST, SECTION TWO, a subdivision in Harris County, Texas, according to the map or plat of record under Film code No. 530256, Plat Records of Harris County, Texas as the same may be replatted by Declarant.

To the extent the covenants, conditions, restrictions, reservations, easements and charges set forth in this Supplemental Declaration conflict with the covenants, conditions and restrictions set forth in the Master Declaration, this Supplemental Declaration shall control. Defined terms not otherwise defined herein shall have the meanings set forth in the Master Declaration.

II.

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND CHARGES

The Property is encumbered by the covenants, conditions, restrictions, reservations, easements and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvements of each lot for residential purposes within said Subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of said Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate location; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

A. Land Use and Building Types. All construction of dwelling units or Lots in the Subdivision is subject to the following.

- (1) No Lots shall be used except for residential purposes. On each residential Lot no building shall be erected, altered, placed or permitted other than a detached, single family dwelling not to exceed thirty five (35) feet in height and shall not exceed two (2) stories.
- (2) No building shall remain uncompleted for more than one (1) year after construction has been commenced.
- (3) The minimum front, side and back yard setback for any Lot shall be as set forth on the recorded plat of the Subdivision.
- (4) The minimum street side yard setback for any corner Lot shall be as indicated on the recorded plat of the Subdivision.
- (5) Four (4) off-street parking spaces, two of which shall be covered in a garage, shall be required for each dwelling/unit. No carports are permitted.
- (6) Public utility easements may be established along the rear, front or side lot lines.
- (7) The maintenance of all public utility and access easements shall be the responsibility of the abutting property owners.

B. Dwelling Size.

(1) **Single Family Dwelling.** The minimum square footage area of any single family residence erected on the lots shall not be less than 1200 square feet of living area, exclusive of porches, garages and other living areas not climate controlled.

C. Masonry. The minimum masonry requirements shall be as set forth in the Builder Guidelines as adopted by the Architectural Review Committee.

D. Fences. All fences shall be constructed as set forth in the Builder Guidelines as adopted by the Architectural Review Committee.

E. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property within the Subdivision except that each lot owner may keep no more than two (2) dogs, two (2) cats, or two (2) other household pets, provided they are not kept, bred or maintained for any commercial purposes. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets will be allowed on any property within the Subdivision other than on the lot of its owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration within the Subdivision, and no kennels or breeding operation shall be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and wastes at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Subdivision.

III.

SIDEWALKS

The Owner of each lot shall construct, at his cost and expense and prior to his occupancy of the dwelling, four (4') foot sidewalks and handicap ramps (corner lots only), if any are required (i) by the City of Houston, or (ii) by any other political subdivision in the State of Texas in which the lot is located, or (iii) by the recorded subdivision plat, all in compliance with applicable laws relating to the Lot.

IV.

ENFORCEMENT

If the Owner of any Lot or his heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the covenants set forth in this Supplemental Declaration, it shall be lawful for any person or persons owning any Lot encumbered by this Supplemental Declaration or Declarant, or its successor entity, to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants. The failure of the Owner or tenant to perform his obligations hereunder would result in irreparable damage to the Declarant and other Owners of Lots in the Subdivision, thus the breach of any provisions of this Supplemental Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. Such action may be brought against any person, firm or corporation violating or

attempting to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction or either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to, one restraining construction of any improvements commenced, or about to be commenced, without the prior written approval of the Architectural Review Committee or for the removal of any improvement constructed without the prior written approval of the Architectural Review Committee. In the event enforcement actions are instituted and the party bringing such action is successful in obtaining any relief, then in addition to the remedies specified above, the party or parties against whom such relief was granted shall pay to the enforcing party costs and reasonable attorney's fees in such amount as the court may determine. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

VII.
SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations, easements or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If one of the foregoing is subject to more than one interpretation, the interpretation, which more clearly reflects the intent hereof, shall be enforced.

VIII.
NUMBER AND GENDER

The singular shall be treated as the plural and vice versa, if such treatment is necessary to interpret this Supplemental Declaration. Likewise, if either the feminine, masculine or neuter gender should be any of the other genders, it shall be so treated.

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IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration effective as of the date first set forth above.

EXECUTED this 26 day of June 2003

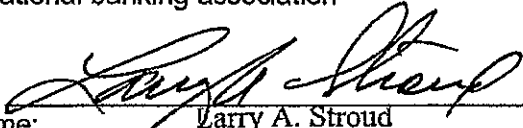
PF LAKES DEVELOPMENT, LTD.,
A Texas limited partnership

By: Land Development Management Corp.
A Texas corporation, General Partner

By: 
Name: Gary R. Tesch
Title: Vice President

Lienholder Consent:

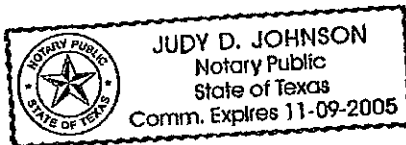
COMERICA BANK OF TEXAS.
A national banking association

By: 
Name: Larry A. Stroud
Title: Vice President

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on this 26 day of June, 2003, by Gary R. Tuck, Vice President of LAND DEVELOPMENT MANAGEMENT CORP., a Texas corporation, General Partner of PF LAKES DEVELOPMENT, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.



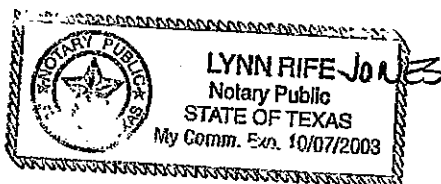
Judy D. Johnson
Notary Public in and for the
State of Texas

Printed Name: Judy D. Johnson
My Commission Expires: 11-9-05

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on this 2nd day of July, 2003, by Larry Stroud, V.P. of COMERICA BANK OF TEXAS, a national banking association, on behalf of said association.
-TEXAS DIV. TEXAS



Lynn Rife Jones
Notary Public in and for the
State of Texas

Printed Name: LYNN RIFE JONES
My Commission Expires: 10/7/03

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUL 10 2003



Brenda B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

After Recording Return To:
MHI Partnership, Ltd.
Attn: Nick Ozuna
7676 Woodway, Suite 104
Houston, Texas 77063
L:\Lakes of Pine\060703\2003\JUL10\Declaration_1.doc

FILED
2003 JUL 10 PM 2:57
Brenda B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO:
MILLENNIUM TITLE CO.
4700 W. Sam Houston Pkwy. North, Suite 100
Houston, TX 77041
ATTN: Kelly Ford