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Notice
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SUPPLEMENTAL MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.

DATED: Nov. 1, 2013.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Supplemental Master Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") is made this 1st of November, 2013, by PF Lakes Development, Ltd., a Texas Limited Partnership, of Harris County, Texas ("Declarant");

WITNESSETH:

WHEREAS, the Lakes of Pine Forest Homeowners Association, Inc. ("the Association") is a Texas non-profit corporation governed by the Texas Property Code, specifically Chapters 202-211;

WHEREAS the Lakes of Pine Forest subdivision is located in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 530249, Plat Records of Harris County, Texas ("the Property" and/or "the Subdivision");

WHEREAS, the Association is governed by the Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") adopted on June 26, 2003, and filed in the Real Property Records of Harris County, Texas on July 9, 2003, under Harris County, Texas Clerk's File No. W818777;

WHEREAS, Article X, Section 5 of the Master Declaration provides that the Master Declaration may be amended unilaterally by Declarant for "any [...] purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto" during the period of Declarant control;

WHEREAS the period of Declarant control of the Association has not expired;

WHEREAS the Association and the Barker Cypress Municipal Utility District desire to enter into the "Storm Water Quality and Detention Pond Maintenance Agreement" attached hereto as Exhibit "A", ("the Agreement") for the purposes stated therein, and to ensure the common maintenance, repair, and beautification, in addition to promoting the health, safety and welfare of the community and those residents living in proximity to the affected areas;

WHEREAS Declarant desires to modify the Master Declaration to in order to facilitate the implementation and funding of the Agreement;

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 subject to the Master Declaration of Covenants, Conditions, and Restrictions is hereby subject to 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 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, this Supplemental Master Declaration, and all amendments and supplements thereto;

THEREFORE, IT IS HEREBY RESOLVED that the following additions and modifications to the Master Declaration shall be adopted and implemented as of the date of filing of this document;

ADDITIONS

The following section shall be added to the Master Declaration as Article X, Section 12:

ACCESS EASEMENT. For the duration of the "Storm Water Quality and Detention Pond Maintenance Agreement" attached hereto as Exhibit "A", there is hereby granted to the Association, and to the Barker-Cypress Municipal Utility District an access easement upon, over, under, and across (i) the Common Area, and (ii) a five (5) foot easement from the property line to within five (5) feet inside the boundary of the back fence line for those Lots described in attached Exhibit "B", for the exclusive purposes of installing, replacing, repairing, and maintaining the wrought iron fence located on the rear boundary of said Lots. By virtue of any such easement and facilities, it shall be expressly permitted for the Association or the Barker-Cypress Municipal Utility District (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, replacement, repair, and maintenance of said fence.

The following provisions shall be appended to Article VII, Section 29, paragraph 5 of the Master Declaration:

[...]However, for the duration of the "Storm Water Quality and Detention Pond Maintenance Agreement" attached hereto as Exhibit "A", the wrought iron fence located at the rear of the those Lots described in attached Exhibit "B" shall be repaired and

maintained jointly by the Association and the Barker-Cypress Municipal Utility District, subject to the provisions of said Agreement.

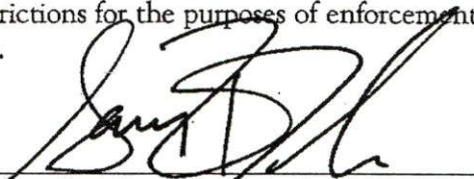
The following section shall be added to the Master Declaration as Article III, Section 2(d):

Fence Maintenance Assessment: For the duration of the "Storm Water Quality and Detention Pond Maintenance Agreement" attached hereto as Exhibit "A", the Owners of each of those Lots described in attached Exhibit "B", shall be required to pay an annual Fence Maintenance Assessment Fee of \$100.00 to the Association. This amount shall be subject to increase or decrease pursuant to Article X, Section 5 of these Declarations.

RP 009-89-0292

THEREFORE IT IS HEREBY RESOLVED that the Declarant of the Association, pursuant to Article X, Section 5 of the Master Declaration, unilaterally adopts this Supplemental Master Declaration Of Covenants, Conditions And Restrictions for the purposes of enforcement and for filing in the Harris County Real Property Records.

Dated: November 1, 2013


PF Lakes Development, Ltd., Declarant

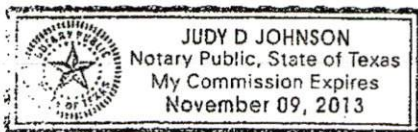
By: _____

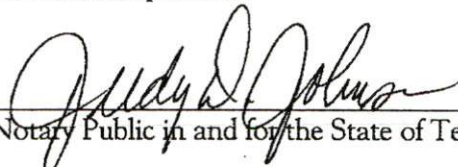
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 1st day of November, 2013, by PF Lakes Development, Ltd., Declarant, on behalf of **LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.**, on behalf of said corporation.

*for
her*




Notary Public in and for the State of Texas

After recording, please return to:

LAMBRIGHT & ASSOCIATES ✓
2603 Augusta, Suite 1100
Houston, TX 77057

6620-68-688 RP 089-89-0293

STORM WATER QUALITY AND DETENTION POND MAINTENANCE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS Storm Water Quality and Detention Pond Maintenance Agreement (this "Agreement") is made and entered into effective this 10th day of July, 2012, by and between BARKER-CYPRESS MUNICIPAL UTILITY DISTRICT, a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of Chapter 49 and Chapter 54, Texas Water Code, as amended, and Section 59 of Article XVI of the Texas Constitution ("District"), and LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the "Association").

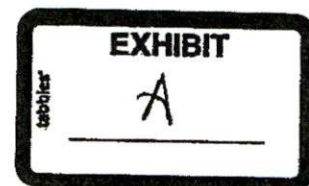
RECITALS

P.F. Lakes Development, Ltd. ("PFL") has conveyed to the District the sites described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Tracts"), on which are constructed four (4) static level ponds and a related drainage system. The ponds serve as storm water quality and detention facilities in the Lakes of Pine Forest Subdivision (collectively the "Detention Facilities"). The Detention Facilities are described in Exhibit "B" attached hereto and incorporated herein for all purposes (such Detention Facilities being identified as Ponds A-D on Exhibit "B").

In addition to the Detention Facilities, the Tracts contain certain facilities and/or improvements to serve residents within the District for amenity purposes which may now or hereafter include, but are not limited to, (i) an amenity lake feature to the ponds, (ii) fountains, (iii) sidewalks, walking and bicycle paths (iv) irrigation lines, (v) associated greenspace and landscaping and (vi) bridges and related facilities (collectively, the "Amenity Facilities").

The District and the Association desire for the Tracts, the Detention Facilities and the Amenity Facilities located in the Tracts, if, as and when constructed, to be maintained for purposes of promoting flood control and drainage within the District and enhancing and/or preserving the natural beauty and aesthetic quality of property located within the Lakes of Pine Forest development.

The Association has agreed to provide said maintenance for aesthetic purposes, subject to certain financial contributions by the District, and the District has agreed to provide maintenance of the hydraulic and operational features of the Detention Facilities and erosion prevention and repairs, as further described in Section 1 and Section 2 of this Agreement.



AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants set forth herein, and in consideration of the District's acceptance of the Tracts and the Detention Facilities for ownership, the District and the Association hereby agree as follows:

Section 1: Construction and Maintenance of Facilities.

A. Association Maintenance. In addition to their utilization for storm water quality, detention and drainage purposes, the Tracts and the Detention Facilities are also utilized as amenities and green space areas. Therefore, the Association, as set forth herein and subject to certain financial contributions by the District, will landscape and maintain the Tracts for the purposes of enhancing and/or preserving the natural beauty and aesthetic quality of the Tracts, and maintain and repair, as necessary, any and all Amenity Facilities located on the Tracts. The maintenance performed by the Association will consist of those items designated as "Association Maintenance" on Exhibit "C" attached hereto and incorporated for all purposes herein. If the Association fails to maintain the Tracts or the Amenity Facilities for aesthetic purposes as herein provided and such failure continues for sixty (60) days following written notice thereof by the District, the District may, at its option, perform said maintenance for aesthetic purposes and charge all costs and expenses of such maintenance for aesthetic purposes to the Association. In addition, if the Association fails to maintain the Amenity Facilities as herein provided and such failure continues for ninety (90) days following written notice thereof by the District, the District may, at its option, remove any portion or all of the Amenity Facilities from the Tracts and charge all costs and expenses of such removal to the Association.

Prior to the installation of any landscaping or Amenity Facilities within the Tracts not existing on the date of execution of this Agreement, the Association shall submit all design plans relating to same to the District for review and approval. The Association shall not install any such landscaping or other Amenity Facilities without prior written approval of the District, which approval shall not be unreasonably withheld or delayed, based upon the advice of its engineer that said landscaping or other Amenity Facilities will not adversely impact the hydraulics and designed detention capacity of the Tracts and Detention Facilities, or the District's ability to efficiently and economically maintain same. The Association further agrees to obtain the approval of the District for any material alterations to the landscaping or other Amenity Facilities which may be subsequently made other than routine maintenance, repairs and replacements, if necessary, in accordance with the plans previously approved by the District. Said approval by the District shall not be unreasonably withheld, conditioned, or delayed.

The Association agrees that the construction and maintenance of any landscaping or other Amenity Facilities will be performed and completed in compliance with all applicable laws, statutes, ordinances and governmental regulations now or hereafter in force. After completion of construction, the Association shall, at its sole cost and expense, (a) restore the ground surface of the Tracts to as nearly as practicable to substantially the original contour which existed immediately prior to commencement of work, (b) restore the hydraulic capacity of the Detention Facilities to design capacity as and if affected by such construction, and (c) repair and replace any landscaping, paving or other improvements located within the Tracts financed in whole or part by the District, to

substantially the condition which existed prior to construction.

B. District Maintenance. The maintenance of the hydraulic aspects and the designed storm water quality and detention capacity of the Detention Facilities, including repair of erosion, will be the obligation of the District and will take precedence over aesthetic considerations in the maintenance of the Tracts and the Detention Facilities. The maintenance performed by the District will consist of those items designated as "District Maintenance" on Exhibit "C". In consideration of the Association's providing irrigation and related features beneficial in the prevention of erosion of the Detention Facilities, and notwithstanding anything hereinabove to the contrary, the District shall pay all engineering and construction and/or maintenance costs for the repair of erosion of the District Facilities; *provided*, that the Association shall pay to the District all such costs relating to erosion that, in the sole reasonable determination of the District, has been caused by the actions of the Association; *provided, further*, that if the actions of the Association have contributed to, but have not been the sole cause of, erosion of the District Facilities, the Association shall pay to the District an amount equal to the construction and/or maintenance costs relating to such portion of erosion that is, in the sole reasonable determination of the District, attributable to the Association's actions. The parties understand and agree that any such determination made by the District pursuant to this paragraph shall be made solely by the District's Board of Directors in consultation with the District's engineer and any such determination shall be final. Any payment to be made by the Association pursuant to this paragraph shall be made to the District within forty-five (45) days after demand therefor.

C. Joint Maintenance Obligations. Notwithstanding anything hereinabove to the contrary, it is agreed that the District would incur certain mowing, fertilization, rye and bermuda grass overseeding and similar expenses with respect to the Tracts (the "Joint Maintenance Obligations") if same were not also being used as amenities and green space areas. Furthermore, the Association and District acknowledge that both parties may benefit from having one contractor perform the Joint Maintenance Obligations. Therefore, the Association and District have initially agreed upon an allocation of costs for performance of the Joint Maintenance Obligations for the Tracts as set forth in Exhibit "C", to be arranged and contracted for by the Association. For so long as the Joint Maintenance Obligations of the Detention Facilities and the Amenity Facilities are being performed on a combined maintenance schedule, no modification of the cost allocations set forth in Exhibit "C" may be made without prior written consent of both parties. The Association shall invoice the District for its share of maintenance costs on a monthly basis and the District shall pay said amount within thirty days (30) after its receipt of same. Either party shall have the option of terminating the combined maintenance schedule for the Joint Maintenance Obligations upon providing the other party with ninety (90) days prior written notice of its intent to do so, the result being that each party shall thereafter be responsible for arranging those aspects of the maintenance of its respective facilities in accordance with the terms of this Agreement. In such event, the parties shall amend this Agreement to memorialize the new maintenance arrangement.

Section 2. Title to the Tracts; Right of Entry by Association. Title to the Tracts and the Detention Facilities will remain in the District and the District, at its sole cost and expense, will have the obligation to maintain the hydraulic features of the Detention Facilities, including any related equipment, for so long as the District is in existence. Upon the termination of the existence

of the District (whether by annexation by a municipality or other means), the Association shall be obligated to maintain said hydraulic features of the Detention Facilities to the extent that responsibility for maintenance of such features is not assumed by an annexing municipality or other entity. Prior to the performance of any such maintenance by the District which is expected, in the reasonable opinion of the District's engineer, to potentially impact the landscaping or other Amenity Facilities within the Tracts, the District will notify the Association so that the Association can protect its facilities, as necessary. Except in the event of an emergency, such notice shall be given at least ten (10) days prior to the performance of the maintenance. Nothing herein shall be construed to prevent the District from, or require approval of the Association for, maintenance of the Tracts and/or Detention Facilities therein for the purpose of maintaining and/or restoring the hydraulic capacity of the Detention Facilities or maintaining, restoring, replacing, constructing, reconstructing, improving, or extending such capacity or related equipment and appurtenances, and the District shall be entitled to do so notwithstanding any resulting damage to the landscaping or other Amenity Facilities within the Tracts, for which the District shall not be liable.

Notwithstanding that title to the Tracts and the Detention Facilities remains in the District, the Association shall have the right to enter onto the Tracts and to use the Tracts, the Detention Facilities and Amenity Facilities as necessary in order to install the Amenity Facilities and carry out its obligations described herein; provided, however, that in no event shall the Association interfere with or impair in any way the hydraulic function and purpose of the Detention Facilities.

Section 3: Inspection by Parties; Budgeting for Joint Maintenance Obligations; Resolution of Disputes. In June of each year during the term hereof, commencing in June 2013, representatives of the District and the Association will meet at the Tracts in order to inspect the Tracts and the Detention Facilities to assure that same are being maintained properly and in accordance with the terms of this Agreement and so as to avoid extraordinary or expensive future repairs. The District's fiscal year runs from April 1 to March 31. By February 1 of each year, the Association shall provide District with the amount of its anticipated expense for the upcoming fiscal year concerning the Joint Maintenance Obligations, as well as supporting detail for such amount, so that the District may provide for same within its operating budget.

The District and the Association hereby agree to use their good faith efforts to resolve any dispute which may arise concerning whether a particular maintenance item relates to the Amenity Facilities or the hydraulics and designed detention capacity of the Tracts and Detention Facilities or whether any of the Amenity Facilities proposed to be constructed will adversely impact same as set forth in Section 1 above; provided, however, should the parties be unable to resolve any such dispute following the use of such good faith efforts, the District shall, in its sole discretion, make the final determination as to the nature of the particular item(s) in dispute.

Section 4. Future Expansions. This Agreement will apply to the Tracts, the Detention Facilities and the Amenity Facilities, including any future expansion, extension, improvement, enlargement or modification of the Detention Facilities and Amenity Facilities to be constructed in the future by or on behalf of the District or the Association.

Section 5. Assumption of Risks; Insurance. Each party assumes all risks, hazards and

liabilities with respect to the performance of its respective obligations under this Agreement. Each party shall obtain general liability insurance, together with such other insurance as it deems appropriate, in connection with its obligations hereunder. The general liability insurance shall provide a minimum coverage of \$1,000,000 per occurrence. Furthermore, the Association shall obtain and maintain property damage insurance coverage on all appropriate Amenity Facilities and, to the extent appropriate, automobile and workers compensation insurance, and shall name the District as an additional insured on all policies, except workers compensation coverage, if any. Simultaneously with the execution of this Agreement, each party shall provide the other party with certificates of insurance meeting the requirements stated herein. To the extent permitted by applicable law, each party shall give, or cause its insurance agent to give, the other party thirty (30) days prior written notice of any material change to, or cancellation of, said policies. Each party hereby releases and waives any and all rights of recovery from or against the other party, its directors, officers, employees and agents for any loss or damage, including consequential loss or damage, caused by any peril (including negligent acts) as may be stated in the form of insurance policy required to be maintained by the applicable party hereunder. Each such policy of insurance shall also contain an express waiver of any and all rights of subrogation thereunder whatsoever against the other party, its directors, officers, employees and agents and against any person, firm or corporation affiliated with said other party, its directors, officers, representatives or agents.

Section 6. INDEMNIFICATION. THE ASSOCIATION SHALL PROTECT, INDEMNIFY AND SAVE THE DISTRICT HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND AND CHARACTER INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES ON ACCOUNT OF INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY IN ANY WAY ARISING OUT OF OR RELATING TO THE OBLIGATIONS AND/OR WORK UNDER THIS AGREEMENT BY THE ASSOCIATION, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE ASSOCIATION, OR ANYONE FOR WHOSE ACTS THE ASSOCIATION MAY BE LIABLE, EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION 6 SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSSES, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY TO THE EXTENT THE SAME RESULTS FROM THE NEGLIGENCE OF THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES. PROVIDED, HOWEVER, EXCEPT FOR THOSE AMENITY FACILITIES CONSTRUCTED PURSUANT TO THAT LETTER AGREEMENT BETWEEN THE DISTRICT AND ASSOCIATION DATED 11/10/09, THE DISTRICT SHALL NOT BE LIABLE FOR DAMAGE TO THE AMENITY FACILITIES CAUSED BY THE DISTRICT'S EXERCISE OF ITS RIGHTS TO OPERATE AND MAINTAIN THE DETENTION FACILITIES AND RELATED EQUIPMENT AND APPURTENANCES LOCATED WITHIN THE TRACTS. THE ASSOCIATION SHALL BE RESPONSIBLE FOR ALL DAMAGES AND LOSSES SUSTAINED BY IT TO ITS TOOLS AND EQUIPMENT UTILIZED IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

Section 7. Liens and Encumbrances Prohibited. The Association shall not permit any lien, claim or other encumbrance arising from this Agreement to accrue or attach to the Tracts, including the Detention Facilities, and if such claim, lien or other encumbrance should so attach, the Association shall promptly remove same at its expense. If the Association desires to contest any

such claim, lien or other encumbrance, it will be authorized to provide a bond or other adequate collateral to insure around any such claim, lien or other encumbrance until same is finally determined.

Section 8. Parties. This Agreement is binding upon the parties hereto, their successors and assigns, and may not be amended or assigned except by written instrument executed by both parties. This Agreement is for the sole and exclusive benefit of the District and the Association and will not be construed to confer any benefit upon any other party. The Association shall have the right to contract with a management company to perform its obligations under this Agreement but such contract shall not relieve the Association of its obligations hereunder.

Section 9. Choice of Law; Venue. This Agreement is governed in accordance with the laws of the State of Texas and exclusive venue shall be in Harris County, Texas.

Section 10. Term. This Agreement will continue in force and effect from the date first herein set forth for a period of forty (40) years and thereafter may be renewed in successive forty (40) year terms by written agreement between the parties; provided, however, notwithstanding the foregoing, this Agreement shall automatically terminate upon the dissolution of the District, whether as a result of annexation by the City of Houston or otherwise.

Section 11. No Waiver. No waiver or waivers of any breach or default by either party hereto of any term, covenant, condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances. Nothing herein shall be construed as a waiver by the District of its governmental immunity.

Section 12. Adoption of Rules and Guidelines Regarding Amenity Facilities; Access. The Association shall have the right to set rules and guidelines regarding use of the Amenity Facilities; provided however said rules and guidelines must (i) be reasonable and non-discriminatory, (ii) comply with applicable laws and (iii) provide the Amenity Facilities shall be available for use by all people residing or owning land in the District, subject to their compliance with said rules and guidelines. Said rules and guidelines shall be provided to the District for review, comment and confirmation with applicable laws prior to adoption by the Association.

Section 13. Irrigation of Tracts. The District and the Association acknowledge that the irrigation of the Tracts serves to both enhance the aesthetic quality of the Amenity Facilities and to impede erosion of the Detention Facilities, and that the Association has previously installed, at its sole expense, an irrigation system to serve the Tracts. In light of the mutual benefits to be obtained, and the Association's prior financing of the irrigation system, the District and the Association shall share the cost of the water utilized to irrigate the Tracts as set forth in Exhibit "C" hereto. The Association's share of water costs shall be charged at the applicable rates for Park and Recreational Facilities and associated West Harris County Regional Water Authority fees pursuant to the District's then-current Rate Order, and the Association shall pay such expenses within thirty (30) days of its receiving an invoice from the District. The District shall meter all water use provided for

this purpose, the records for which shall be provided to the Association upon request. The Association shall monitor the irrigation system in order to observe for leaks, defects, damage and missing equipment, and shall promptly repair same so as to promote water conservation. The cost of repair constituting maintenance of the irrigation system shall be allocated in accordance with Exhibit "C".

Section 14. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby. Further, nothing herein shall be construed to be a waiver by the District of its governmental immunity under the provisions of the Texas Civil Practice and Remedies Code, Texas Local Government Code, Texas Water Code or common law.

Section 15. Notices. Any notice provided or permitted herein must be in writing and may be given or served by depositing the same in the United States mail postpaid, certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same via messenger service and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be effective on the date of receipt as reflected on the return receipt. Notice delivered via messenger shall be effective on the date of delivery as evidenced in writing by the messenger service. Notice given in any other manner shall be effective when received by the party to be notified. Notice to the parties shall be addressed as follows:

If to Association: Lakes of Pine Forest Homeowners Association, Inc.
c/o Principal Management Group of Houston
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

If non-invoice notice
to District: Barker-Cypress Municipal Utility District
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

If invoice to District: Barker-Cypress Municipal Utility District
c/o Municipal Accounts & Consulting, L.P.
1300 Post Oak Boulevard, Suite 1600
Houston, Texas 77056

Section 16. Merger. This Agreement embodies the entire Agreement between the parties relative to the subject matter hereof and no prior agreements, whether written or oral, shall be effective.

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, as of the date and year first written herein.

BARKER-CYPRESS MUNICIPAL
UTILITY DISTRICT

By: M.T. Marks
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 10th day of July, 2012, by M.T. Marks, President of the Board of Directors of Barker-Cypress Municipal Utility District, on behalf of said District.

(NOTARY SEAL)



Michelle Guild
Notary Public in and for
the State of Texas

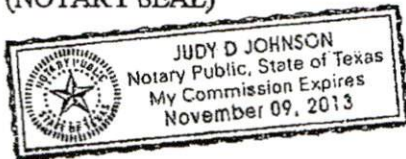
LAKES OF PINE FOREST
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Name: NICK OZUNA JR
Title: PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 15 day of August, 2012, by Nick Ozuna Jr., President of the Lakes of Pine Forest Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said entity.

(NOTARY SEAL)



[Signature]
Notary Public in and for
the State of Texas

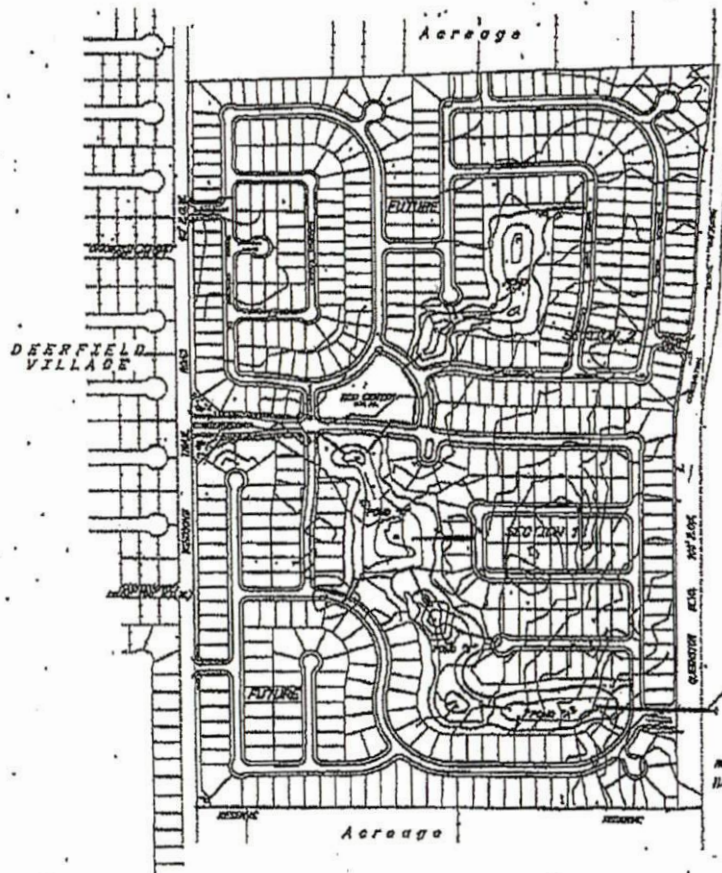
271207_1

EXHIBIT "A"

Restricted Reserve "E", containing 13.8093 acres, in the Lakes of Pine Forest Subdivision, Section 1, Houston, Harris County, Texas, a subdivision according to the map or plat thereof recorded under Clerk's Film No. 530249 of the Map Records of Harris County, Texas

Restricted Reserve "C", containing 5.2733 acres, in the Lakes of Pine Forest Subdivision, Section 2, Houston, Harris County, Texas, a subdivision according to the map or plat thereof recorded under Clerk's File No. 530256 of the Map Records of Harris County, Texas

Exhibit B



— FUTURE OUTFALLS
TO LAKE OF PINEFOREST
STORM WATER QUALITY PONDS

DRAINAGE AREA: 193 AC
SWQ VOLUME REQUIRED: 6.38 AC. FT.
SWQ VOLUME PROVIDED: 28.2 AC. FT.

PROP 9' X 7'
RGS OUTFALL
TO UT02-01-00

ROADWAY ALIGNMENT
BASED ON UT 11/27/01, NO. 100012

EXHIBIT B SITE DRAINAGE MAP

LAKES OF PINEFOREST
STORM WATER QUALITY PONDS
BARKER-CYPRESS MUNICIPAL
UTILITY DISTRICT

AUGUST 2002

EXHIBIT "C"

Association Maintenance

1. Application of pesticides and/or herbicides (both inside and outside of the ponds).
2. Operation and maintenance of fountains within ponds
3. Addition of dye to ponds
4. Pruning, re-planting, seeding, mulching and other landscaping maintenance other than mowing of the Tracts
5. Any items of a purely aesthetic nature not otherwise listed

District Maintenance

1. Periodic inspection and maintenance of minimum water levels within ponds to facilitate storm water quality function
2. Maintenance of pond outfalls and fencing
3. Annual inspection of storm water quality features and storm water quality permit renewals
4. Desilting of ponds as required
5. Maintenance of slope paving around perimeter of ponds and repair of erosion (other than erosion due to Association activities)
6. Any items of a purely hydraulic nature not otherwise listed

*Joint Maintenance Obligations

1. Mowing of Tracts
2. Trash collection around ponds
3. Fertilization and overseeding of Tracts (outside of the ponds) as needed, but not to exceed two (2) times per year unless otherwise agreed by the District
4. Maintenance of the concrete sidewalk, benches and boardwalks constructed pursuant to that letter agreement between the District and Association dated 11/10/09
5. Operation and maintenance of irrigation system
6. Maintenance of steel fencing around perimeter of the Tracts

*The expense of Joint Maintenance Obligations will be allocated 50% to the District and 50% to the Association.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

9060-68-680 PH

FILED

2013 DEC 17 AM 9:00

Stan Stansitt
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

DEC 17 2013



Stan Stansitt
COUNTY CLERK
HARRIS COUNTY, TEXAS

LAKES OF PINE FOREST, SECTION ONE
SUPPLEMENTAL DECLARATION OF RESTRICTIONS, COVENANTS and
CONDITIONS

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

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. 530249, 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 ONE, a subdivision in Harris County, Texas, according to the map or plat of record under Film code No. 530249, 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 1500 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.

[Remainder of Page Intentionally Left Blank]

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: [Signature]
Name: Gary R. Busch
Title: Vice President

Lienholder Consent:

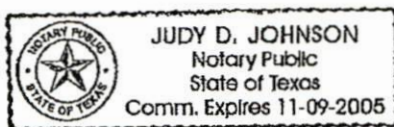
COMERICA BANK OF TEXAS.
A national banking association

By: [Signature]
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. Insch, 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.



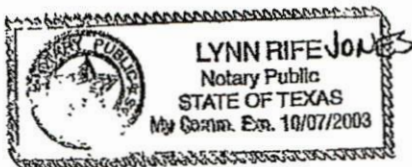
Judy D. Johnson
Notary Public in and for the
State of Texas

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 Larrya Stroud, V.P. of COMERICA BANK OF TEXAS, a national banking association, on behalf of said association.
TEXAS DW 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 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 herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUL 10 2003



Beverly 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 Forest\Submittal\Declaration_1.doc

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

**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

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.

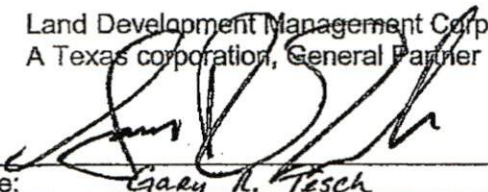
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IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration effective as of the date first set forth above.

EXECUTED this 26 day of June 2003

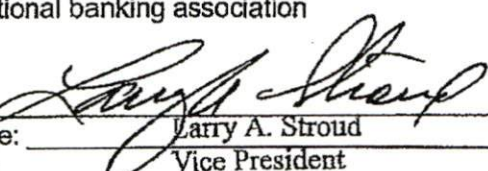
PF LAKES DEVELOPMENT, LTD.,
A Texas limited partnership

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

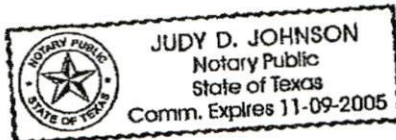
By: 
Name: Larry A. Stroud
Title: Vice President

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. Trench, 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

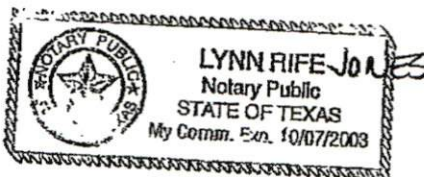
Printed Name: Judy D. Johnson
My Commission Expires: 11-9-05

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 D. 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

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

JUL 10 2003

Dorothy B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS



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

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

After Recording Return To:
MHI Partnership, Ltd.
Attn: Nick Ozuna

166 W. Wackerly, Suite 104
Houston, Texas 77063
L:\Lakes of America\Real Estate\2003\PF Lakes Declaration_1.doc

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

**LAKES OF PINE FOREST, SECTION THREE
SUPPLEMENTAL DECLARATION OF RESTRICTIONS, COVENANTS and
CONDITIONS**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

This Supplemental Declaration of Restrictions, Covenants and Conditions ("Supplemental Declaration") is made this the 6th of September, 2005, 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, a subdivision, in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 5890101, of the Harris County Map Records and under Clerk's File No. Y716312 of the Harris County Official Property Records of Real Property, 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. W818777, 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:

Ret
Singleton Cooksey & Hanson
6363 Woodway, Suite 610
Houston, TX 77057

LAKES OF PINE FOREST, SECTION THREE, a subdivision in Harris County, Texas, according to the map or plat recorded under Film Code No. 5890101, of the Harris County Map Records and under Clerk's File No. Y716312 of the Harris County Official Property Records of Real Property, 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 are 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 1,200 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.

[Remainder of Page Intentionally Left Blank]

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

EXECUTED this 6 day of September, 2005.

PF LAKES DEVELOPMENT, LTD.,
a Texas limited partnership

By: [Signature]
Name: Gary R. Tesch
Title: Vice President

Lienholder Consent:

COMERICA BANK OF TEXAS,
a national banking association

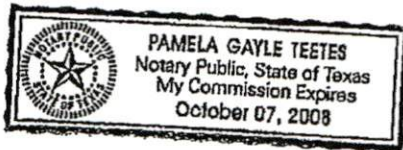
By: [Signature]
Name: Larry A. Stroud
Title: Vice President

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 16 day of September, 2005, by Gary R. Tesch, Vice President of PF LAKES DEVELOPMENT, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.

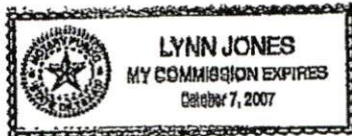


Pamela Gayle Teetes
Notary Public in and for the
State of Texas

Printed Name: Pamela Gayle Teetes
My Commission Expires: October 7, 2008

STATE OF TEXAS §
COUNTY OF HARRIS §
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This instrument was acknowledged before me on this 16 day of September, 2005, by Gary R. Tesch, V.P. of COMERICA BANK OF TEXAS, a national banking association, on behalf of said corporation.



Lynn Jones
Notary Public in and for the
State of Texas

Printed Name: LYNN JONES
My Commission Expires: 10/1/07

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

SEP - 8 2005



Dorely L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2005 SEP - 8 PM 2:25
HARRIS COUNTY, TEXAS

AMEND
N

**LAKES OF PINE FOREST, SECTION FOUR
SUPPLEMENTAL DECLARATION OF RESTRICTIONS, COVENANTS and
CONDITIONS**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

This Supplemental Declaration of Restrictions, Covenants and Conditions ("Supplemental Declaration") is made this the 21 of April, 2008, 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 FOUR, a subdivision, in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 619276, 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. W818777, 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 FOUR, a subdivision in 1EE
Harris County, Texas, according to the map or plat of record under
Film Code No. 619276, 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 are 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 1500 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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ER 007 - 02 - 0138

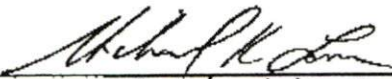
IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration effective as of the date first set forth above.

EXECUTED this 21st day of April, 2008.

PF LAKES DEVELOPMENT, LTD.,
A Texas limited partnership

(3)
2OR

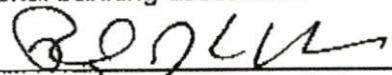
By: Land Development Management Corp.
A Texas corporation, General Partner

By: 
Name: Michael K. Love
Title: President

Lienholder Consent:

COMERICA BANK OF TEXAS,
A national banking association

1OR

By: 
Name: PAUL J. EDMONDS
Title: VICE PRESIDENT

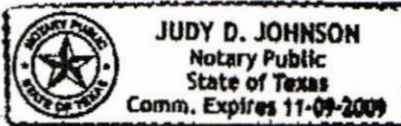
ER 007 - 02 - 0139

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 8 day of April, 2008, by Michael R. Love, President of LAND DEVELOPMENT MANAGEMENT CORP., a Texas corporation, General Partner of PF LAKES DEVELOPMENT, LTD., a Texas limited partnership, on behalf of said limited partnership.



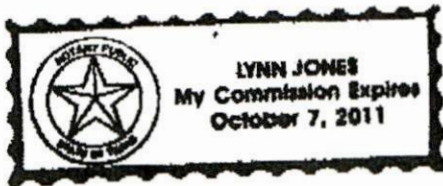
Judy D. Johnson
Notary Public in and for the
State of Texas
Printed Name: Judy D Johnson
My Commission Expires: 11-9-09

STATE OF Texas

COUNTY OF Harris

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This instrument was acknowledged before me on this 11th day of April, 2008, by Paul J. Edmonds, V.P. of COMERICA BANK TEXAS DIV., a Texas banking association, on behalf of said association.



Lynn Jones
Notary Public in and for the
State of Texas
Printed Name: Lynn Jones
My Commission Expires: 10/7/11

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

6# 06180202

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ER 007 - 02 - 0141

20080203626
Pages 7
04/24/2008 08:17:56 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
BEVERLY KAUFMAN
COUNTY CLERK
Fees 36.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or 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
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Beverly Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RESTR
C

**LAKES OF PINE FOREST, SECTION FIVE
SUPPLEMENTAL DECLARATION OF RESTRICTIONS, COVENANTS and
CONDITIONS**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

This Supplemental Declaration of Restrictions, Covenants and Conditions ("Supplemental Declaration") is made this the 21 of April, 2008, 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 Five a subdivision, in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 615111, 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. W818777, 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 FIVE, a subdivision in Harris County, Texas, according to the map or plat recorded under Film Code No. 615111, of Plat Records of the Harris County, Texas, as the same may be replatted by Declarant.

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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 are 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 1,200 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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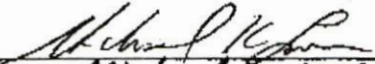
IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration effective as of the date first set forth above.

EXECUTED this 21st day of April, 2008.

PF LAKES DEVELOPMENT, LTD.,
a Texas limited partnership

(3)
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by: Land Development Management Corp.
a Texas Corporation, General Partner

By: 
Name: Michael K. Love
Title: President

Lienholder Consent:

COMERICA BANK OF TEXAS,
a national banking association

10R

By: 
Name: PAUL J. EDMONDS
Title: VICE PRESIDENT

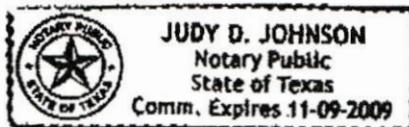
ER 007 - 02 - 0132

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 8 day of April, 2008, by Michael K. Love, President of LAND DEVELOPMENT MANAGEMENT CORP., a Texas corporation, General Partner PF LAKES DEVELOPMENT, LTD., a Texas limited partnership, on behalf of said limited partnership.



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

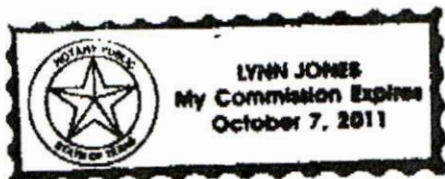
Printed Name: Judy D. Johnson
My Commission Expires: 11-9-09

STATE OF Texas

COUNTY OF Harris

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This instrument was acknowledged before me on this 11th day of April, 2008, by Paul J. Edmonds, V.P. of COMERICA BANK OF TEXAS DIV. a Texas banking association, on behalf of said association.



Lynn Jones
Notary Public in and for the
State of Texas

Printed Name: Lynn Jones
My Commission Expires: 10/7/11

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

644 0000 0000

ER 007 - 02 - 0133

ER 007 - 02 - 0134

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Pages 7
04/24/2008 08:17:15 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
BEVERLY KAUFMAN
COUNTY CLERK
Fees 36.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or 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
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Beverly Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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04/25/06 300822676 \$36.00

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

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

This Supplemental Declaration of Restrictions, Covenants and Conditions ("Supplemental Declaration") is made effective as of the 24th of April, 2006, 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 SIX, a subdivision, in Harris County, Texas, according to the map or plat thereof recorded under Document No. Z209700, 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. W818777, 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 SIX, a subdivision in Harris County, Texas, according to the map or plat of record under Document No. Z209700, 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 are 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 1500 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.

[Remainder of Page Intentionally Left Blank]

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

EXECUTED this 17 day of March, 2006.

PF LAKES DEVELOPMENT, LTD.,
A Texas limited partnership

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

By: [Signature]
Name: Gary Kresch
Title: Vice President

Lienholder Consent:

COMERICA BANK OF TEXAS,
A national banking association

By: [Signature]
Name: Larry A. Stroud
Title: Vice President

Return To:

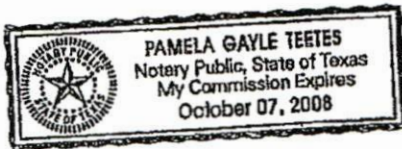
Singleton Cooksey & Hanson LLP ✓
6363 Woodway, Suite 610
Houston TX. 77057

STATE OF TEXAS

COUNTY OF HARRIS

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§

This instrument was acknowledged before me on this 17 day of March, 2006, by Gary R. Tesch, 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 limited partnership.



Pamela Gayle Teetes
Notary Public in and for the
State of Texas

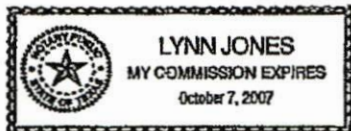
Printed Name: Pamela Gayle Teetes
My Commission Expires: October 7, 2008

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 20th day of March, 2006, by Darryl A. Stroud, VP of COMERICA BANK TEXAS DIV., a Texas banking association, on behalf of said association.



Lynn Jones
Notary Public in and for the
State of Texas

Printed Name: LYNN JONES
My Commission Expires: 10/7/07

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 the number Sequence on the date and at the place shown below by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

APR 25 2006



Darryl A. Stroud
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

APR 25 2006

Darryl A. Stroud
County Clerk, Harris County, Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

DATE OF THIS NOTICE: 10-06-2003
NUMBER OF THIS NOTICE: CP 575 C
EMPLOYER IDENTIFICATION NUMBER: 81-0633206
FORM: SS-4 NOBOD 0000003042
0534356830 B

FOR ASSISTANCE CALL US AT:
1-800-829-0115

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

LAKES OF PINE FOREST HOMEOWNERS
% NICK OZUNA JR
7676 WOODWAY STE 104
HOUSTON TX 77063

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 81-0633206. This EIN will identify your business account, tax returns, and documents even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation of your name or EIN, it may cause a delay in processing and may result in incorrect information in your account. It also could cause you to be assigned more than one EIN.

Based on the information shown on your Form SS-4, you must file the following form(s) by the date we show.

Form 1120H

10/01/2003

Further review of the information shown on your Form SS-4 indicates that you are delinquent for the above mentioned tax period(s) dating as far back as 2002. Please file your tax return(s) by 10-21-2003. Penalties and interest will continue to accumulate from the due date of the return(s) until it is filed. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities. If you need tax forms, you can call 1-800-829-3676 or you can download the forms from the website at www.irs.gov.

Your assigned tax classification is based on information obtained from your Form SS-4. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a determination of your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Revenue Procedure 98-01, 1998-1 I.R.B.7 (or the superceding revenue procedure for the year at issue).

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have questions about the form(s) or the due date(s) shown, you can call us at 1-800-829-0115 or write to us at the address shown above.

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