

2014097068
ELECTRONICALLY RECORDED
Official Public Records
9/4/2014 3:14 PM



Dianne Wilson
Dianne Wilson, County Clerk
Fort Bend County Texas
Pages: 10 Fee: \$ 45.00

**SUPPLEMENTARY DECLARATION FOR SECTION 28
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 4th day of September, 2014, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, effective March 17, 2014, Declarant under Document No. 2014027342 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 22 and 25 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twenty Eight (28)" and sometimes referred to herein as a "Townhome Community", as described by the plat recorded under Number 2014065734 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

201000000 Page 0 of 10

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Twenty Eight (28) shall become part of the Subdivision and part of the Property and Section Twenty Eight (28) shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section Twenty Eight (28) and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, the Supplementary Declaration for Section 22 and Section 25, and in this Supplementary Declaration for Section 28, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

In addition to the provisions of the Declarations, Declarant adopts the following covenants and restrictions, which shall be applicable only to the Lots in Section Twenty Eight (28), and which shall run with said land and shall be binding upon all parties having any right, title, or interest in or to Section Twenty Eight (28) and the Property, or any part thereof, and their heirs, successors, representatives, and assigns:

1. Assessments. Article III, Section 1 of the Declarations shall be revised by adding a fifth (5th) category of assessments payable to the Association by each Owner of a Lot within Section Twenty Eight (28), being hereinafter referred to as "Townhome Annual Assessments", which shall be further subject to the following terms and conditions:

- a. Purpose. Townhome Annual Assessments shall be levied upon each Lot within a Townhome Community to provide funds for the use and benefit of the Owners in the Townhome Community. Townhome Annual Assessments may be used to finance the following:
 - (1) Operation, maintenance, repair, replacement and improvement of the Common Areas, the Common Facilities, Common Personal Property, and all Landscaping in the Common Areas that is located within the Townhome Community, including funding of appropriate reserves for future repair, replacement and improvement of same.

- (2) Paying the cost of labor, equipment (including expense of leasing any equipment) and material, required for the Common Areas, Common Facilities, and Common Personal Property within the Townhome Community;
- (3) Designing, purchasing and installing any improvements to the Common Areas within the Townhome Community;
- (4) Mowing and routine maintenance of the Common Areas within the Townhome Community;
- (5) Removing debris from the Common Areas within the Townhome Community;
- (6) Repairing all areas of erosion within the Common Areas within the Townhome Community;
- (7) Improving and maintaining the proposed visitor parking lot to be shared by the Owners of Lots within Section Twenty Eight (28) and the proposed Section Twenty Nine (29) of the Subdivision (the "Townhome Parking Area"), as shown on the recorded plat of said Section Twenty Nine (29), if and when such parking lot constructed in Declarant's sole and absolute discretion;
- (8) Paying the costs of insurance pursuant to Section 7 below; and
- (9) Maintaining the exterior of the Townhome Units in accordance with Section 6 below, subject to the limitations set forth therein.
- b. Basis for Assessment. Subject to the provisions of Article III, Section 5 of the Declarations, Townhome Annual Assessments shall be levied against each Lot within the Townhome Community by the Board of Directors of the Association on an annual per Lot basis. The square footage contained in each Lot or within each house and/or dwelling within the Townhome Community shall not be considered. After consideration of current costs and future needs of the Association, the Board shall fix the Townhome Annual Assessment at any amount not in excess of the hereinafter stated maximum.
- c. Maximum Annual Assessment. Until December 31, 2014, the maximum Townhome Annual Assessment shall be \$900 for each Lot in the Townhome Community. From and after January 1, 2015, the maximum Townhome Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Townhome Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of

each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.

- d. Lots Owned by Builders. Lots in the Townhome Community owned by a Builder shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of 50% of the amount assessed against the Lots owned by the Class A Members who are not Builders until the sale of a Lot from a Builder to a Class A Member. Thereafter, the Townhome Annual Assessment shall be paid for such Lots.

2. Special Assessments; Capitalization Fee. Each Owner of a Townhome Unit (defined below) other than Declarant or a Builder (whether one or more persons and regardless of whether such Owner holds the fee interest singly or jointly), at the time it purchases a Townhome Unit from the previous owner (i.e. at every sale beginning with the first Owner to purchase a Townhome Unit from Declarant or a Builder), shall be obligated to pay a capitalization fee in the amount of twenty-five percent (25%) of the then Townhome Annual Assessment to the Association, which funds shall be used to defray operating costs and other expenses of the Association and to keep the Association well capitalized, as the Board shall determine in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interest of the Association.

3. Party Walls. For the purposes hereof, the term "Townhome Unit" means and refers to any improvements on a Lot in the Townhome Community which are designated and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

- a. General Rules of Law to Apply. Each wall built as a part of the original construction of the Townhome Units which shall serve and separate any two (2) adjoining Townhome Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.
- c. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

- d. Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.
- f. Foundation, Fences. Common foundations which form a part of the Townhome Units and common fences between Townhome Units, if any, will be dealt with in the same fashion as party walls, as set forth in this Section.
- g. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors of the Association, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

4. Townhome Parking Area. The Townhome Parking Area is to be used for temporary parking in accordance with this Section and for no other purposes unless otherwise approved by the Board of the Association. Temporary parking in the Townhome Parking Area is permitted by Occupant vehicles, guests and invitees, and by pick-up or delivery services, but solely for purposes of loading and unloading of passengers and cargo, and subject to such rules and regulations as from time to time promulgated by the Board and other applicable ordinances and laws (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from the subdivision). "Temporary" means only for so long a period of time as is reasonably necessary to complete loading, unloading, pick-up or delivery, with such activity commenced promptly after the vehicle is parked. Any parking in excess of twenty (20) minutes is presumed not to be temporary. Pick-up or deliveries requiring longer than twenty (20) minutes (such as moving in or out of a residence) shall be coordinated with the Association, shall be conducted in such manner as to minimize interference with traffic and pedestrian ingress and egress, and shall otherwise be conducted in accordance with directives of the Association and applicable rules and regulations. The Association may prohibit very large and/or heavy vehicles which may cause damage to the parallel parking spaces and the Townhome Parking Area in the Townhome Community, and in all events, each Owner, and their tenant is, as applicable, shall be liable for all damages caused to any property by entry into or parking of any such vehicle in the Townhome at the request of or on behalf of such Owner or tenant.

5. Side Setbacks. Article V, Section 3 of the Declarations shall be revised to exclude Lots within the Section Twenty Eight (28) from the side setback requirements set forth therein with respect to the Lot line on which a party wall is located. With respect to all other side Lot lines, no part of a residence or garage shall be located on a Lot near than five (5) feet to a side Lot line; provided, however, notwithstanding the foregoing, a detached garage may be located no nearer than three (3) feet from a side Lot line.

6. Maintenance of Townhome Units. Any paved or concrete walkways, driveways, parking areas and patios located within the boundaries of a Townhome Unit shall be the responsibility of the Owner of such Townhome Unit. The Association shall provide exterior maintenance upon Townhome Unit improvements as follows: paint, repair, replace, and care for roof surfaces and roof systems, (i.e. shingles and decking only) gutters, downspouts, chimneys, and, all exterior building surfaces except patios, decks, entry doors and garage doors (except as noted below), glass and their appurtenant hardware. The garage and entry doors are painted originally by the Builder, and are repainted on a periodic basis by the Association, the timing of such to be in the sole discretion of the Association. In between the times painted by the Association, the Owner is responsible for painting and the Owner is always responsible for all maintenance. There are hereby reserved to the Association easements over the Townhome Community as needed to enable the Association to fulfill its maintenance and other responsibilities and obligations set out in this Declaration. The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Areas within the Townhome Community, shall be a common expense to be allocated among the Townhome Units as part of the Townhome Annual Assessments. The Association will only perform the various items to which it has reasonable access. If reasonable access is blocked or denied, the Association will not perform such items, however the assessments of any Owner whose Townhome Unit does not allow reasonable access will not be reduced.

Except as provided above, all maintenance of the Townhome Unit shall be the responsibility of the Owner thereof. Such maintenance shall specifically include, but not be limited to, exterior light fixture and bulb replacement, repair maintenance to the frame of the Townhome Unit, including the frame of the roof, patios, decks, entry doors and garage doors (except as noted above), all glass and all appurtenant hardware. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve the Townhome Unit, whether located within or without a Townhome Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Townhome Unit). Such maintenance shall be performed consistent with the Declarations, and any design guidelines established pursuant thereto.

7. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all buildings containing Townhome Units. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any

such hazard. Each Owner must obtain insurance to cover the contents of its respective Townhome Unit and to cover general liability within its respective Townhome Unit.

Premiums for all insurance which it is the obligation of the Association to provide under this Section 7 shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Promptly after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Any damage or destruction to any Townhome Unit or Units shall be repaired or reconstructed. Repair or reconstruction, as used in this Section 7, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Townhome Unit Owners for the deficiency. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association; provided that the Owner and Mortgagee of any Townhome Unit for which proceeds are received agree to the distribution as their interest may appear.

8. Window Treatment. No window in any residence or other improvement that is visible from any other Townhome Unit or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the residence and the overall appearance of the Townhome Community and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the residence and the overall appearance of the Townhome Community. Permanent window coverings must be installed within ninety (90) days of a conveyance of a Townhome Unit to a homeowner.

9. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Townhome Community. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article IV of the Declarations. No such decorative embellishment or similar items shall be permitted on the front portion of any Townhome Unit or yard. The Board of Directors of the Association may adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy

efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

10. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Townhome Unit.

11. Section Twenty Nine (29) Townhome Community. It is contemplated that the proposed Section Twenty Nine (29) of the Subdivision will include a Townhome Community which will share the Townhome Parking Area with the Section Twenty Eight (28) Townhome Community. In order to take advantage of certain efficiencies and commonalities among the Townhome Communities in the Subdivision, Declarant shall have the right to consolidate the operations of the Association as it relates to such Townhome Communities, which may include, without limitation, consolidated operating budgets, insurance policies, and maintenance contracts with respect to Townhome Community-specific matters (e.g., issues relating to Townhome Annual Assessments and the use and operation of the Townhome Parking Area would be decided by a combined vote among the Townhome Communities). If Declarant desires to exercise its rights hereunder, it may do so by filing an instrument of record describing the nature and extent of the matters that will be consolidated among the Townhome Communities.

If any provision of this Supplemental Declaration is found to be in conflict with the Declarations, this Supplemental Declaration shall control as it pertains to Section Twenty Eight (28).

[Signature to follow]

EXECUTED effective as of the date set forth above.

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

By: Ryko Development, Inc., its General Partner

By: *Lisa M. Clark*
Lisa Clark, Vice President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

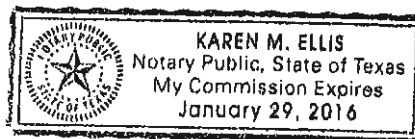
This instrument was acknowledged before me on this the 4 day of September, 2014, by Lisa Clark, Vice President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.

Karen M. Ellis
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13





8 PGS
RESTRICT

2015045056

**AMENDED AND RESTATED SUPPLEMENTARY DECLARATION
FOR SECTION 28 IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS AMENDED AND RESTATED SUPPLEMENTARY DECLARATION FOR SECTION 28 IN THE LAKES OF BELLA TERRA SUBDIVISION TO ITS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made effective the 28 day of May, 2015, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant") and approved by the board of The Lakes of Bella Terra Community Association, Inc., a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the Declarant, pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for The Lakes of Bella Terra, a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, effective September 4, 2014, Declarant under Document No. 2014097068 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 28 to the Subdivision and as part of the Property ("Section 28 Supplementary Declaration"); and

WHEREAS, pursuant to the Declarations, including Article I, Section 3, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, Declarant has already incorporated Section 28 into the Property (as defined in the Section 28 Supplementary Declaration;

NOW, THEREFORE, the Declarant, for and in consideration of, and expressly for the benefit of, and to bind, each Lot Owner and their successors in interest, does hereby agree and declare that the Section 28 Supplementary Declaration is modified as provided below.

1. Sections 1 through 11 of the Section 28 Supplementary Declaration are deleted in their entirety and replaced with the following:

1. Assessments. Article III, Section 1 of the Declarations shall be revised by adding a fifth (5th) category of assessments payable to the Association by each Owner of a Lot within Section Twenty Eight (28), being hereinafter referred to as "Townhome Annual Assessments", which shall be further subject to the following terms and conditions:

- a. Purpose. Townhome Annual Assessments shall be levied upon each Lot within a Townhome Community to provide funds for the use and benefit of the Owners in the Townhome Community. Townhome Annual Assessments may be used to finance the following:
 - (1) Repairing all areas of erosion within the Common Areas within the Townhome Community;
 - (2) Improving and maintaining the proposed visitor parking lot to be shared by the Owners of Lots within Section Twenty Eight (28) and Section Twenty Nine (29) of the Subdivision (the "Townhome Parking Area"), as shown on the recorded plat of said Section Twenty Nine (29), if and when such parking lot is constructed in Declarant's sole and absolute discretion;
 - (3) Paying the costs of insurance pursuant to Section 7 below; and
 - (4) Maintaining the exterior of the Townhome Units in accordance with Section 6 below, subject to the limitations set forth therein.
- b. Basis for Assessment. Subject to the provisions of Article III, Section 5 of the Declarations, Townhome Annual Assessments shall be levied against each Lot within the Townhome Community by the Board of Directors of the Association on an annual per Lot basis. The square footage contained in each Lot or within each house and/or dwelling within the Townhome Community shall not be considered. After consideration of current costs and future needs of the Association, the Board shall fix the Townhome Annual Assessment at any amount not in excess of the hereinafter stated maximum.
- c. Maximum Annual Assessment. Until December 31, 2015, the maximum Townhome Annual Assessment shall be \$1200.00 for each Lot in the Townhome Community. From and after January 1, 2016, the maximum Townhome Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Townhome Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.

- d. Lots Owned by Builders. Lots in the Townhome Community owned by a Builder shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of fifty percent (50%) of the amount assessed against the Lots owned by the Class A Members who are not Builders until the sale of a Lot from a Builder to a Class A Member. Thereafter, the Townhome Annual Assessment shall be paid for such Lots.
- e. Lots Owned by Declarant. Lots in the Townhome Community owned by Declarant shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of twenty five percent (25%) of the amount assessed against the Lots owned by the Class A Members until the sale of a Lot from Declarant to a Builder. Thereafter, the Townhome Annual Assessment shall be paid for such Lots at the rate provided for above for Lots Owned by Builders.

2. Special Assessments; Capitalization Fee. Each Owner of a Townhome Unit (defined below) other than Declarant or a Builder (whether one or more persons and regardless of whether such Owner holds the fee interest singly or jointly), at the time it purchases a Townhome Unit from the previous owner (i.e. at every sale beginning with the first Owner to purchase a Townhome Unit from a Builder), shall be obligated to pay a capitalization fee in the amount of twenty-five percent (25%) of the then Townhome Annual Assessment to the Association, which funds shall be used to defray operating costs and other expenses of the Association and to keep the Association well capitalized, as the Board shall determine in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interest of the Association.

3. Party Walls. For the purposes hereof, the term "Townhome Unit" means and refers to any improvements on a Lot in the Townhome Community which are designated and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

- a. General Rules of Law to Apply. Each wall built as a part of the original construction of the Townhome Units which shall serve and separate any two (2) adjoining Townhome Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.
- c. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice.

however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

- d. Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.
- f. Foundation, Fences. Common foundations which form a part of the Townhome Units and common fences between Townhome Units, if any, will be dealt with in the same fashion as party walls, as set forth in this Section.
- g. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors of the Association, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

4. Townhome Parking Area. The Townhome Parking Area is to be used for temporary parking in accordance with this Section and for no other purposes unless otherwise approved by the Board of the Association. Temporary parking in the Townhome Parking Area is permitted by Occupant vehicles, guests and invitees, and by pick-up or delivery services, but solely for purposes of loading and unloading of passengers and cargo, and subject to such rules and regulations as from time to time promulgated by the Board and other applicable ordinances and laws (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from the subdivision). "Temporary" means only for so long a period of time as is reasonably necessary to complete loading, unloading, pick-up or delivery, with such activity commenced promptly after the vehicle is parked. Any parking in excess of twenty (20) minutes is presumed not to be temporary. Pick-up or deliveries requiring longer than twenty (20) minutes (such as moving in or out of a residence) shall be coordinated with the Association, shall be conducted in such manner as to minimize interference with traffic and pedestrian ingress and egress, and shall otherwise be conducted in accordance with directives of the Association and applicable rules and regulations. The Association may prohibit very large and/or heavy vehicles which may cause damage to the parallel parking spaces and the Townhome Parking Area in the Townhome Community, and in all events, each Owner, and their tenant is, as applicable, shall be liable for all damages caused to any property by entry into or parking of any such vehicle in the Townhome at the request of or on behalf of such Owner or tenant.

5. Side Setbacks. Article V, Section 3 of the Declarations shall be revised to exclude Lots within the Section Twenty Eight (28) from the side setback requirements set forth therein with respect to the Lot line on which a party wall is located. With respect to all other side Lot lines, no part of a residence or garage shall be located on a Lot near than five (5) feet to a side Lot line; provided, however, notwithstanding the foregoing, a detached garage may be located no nearer than three (3) feet from a side Lot line.

6. Maintenance of Townhome Units. Any paved or concrete walkways, driveways, parking areas and patios located within the boundaries of a Townhome Unit shall be the responsibility of the Owner of such Townhome Unit. The Association shall provide exterior maintenance upon Townhome Unit improvements as follows: paint, repair, replace, and care for roof surfaces and roof systems, (i.e. shingles and decking only) gutters, downspouts, chimneys, and all exterior building surfaces except patios, decks, entry doors and garage doors (except as noted below), glass and their appurtenant hardware. The garage and entry doors are painted originally by the Builder, and are repainted on a periodic basis by the Association, the timing of such to be in the sole discretion of the Association. In between the times painted by the Association, the Owner is responsible for painting and the Owner is always responsible for all maintenance. There are hereby reserved to the Association easements over the Townhome Community as needed to enable the Association to fulfill its maintenance and other responsibilities and obligations set out in this Declaration. The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Areas within the Townhome Community, shall be a common expense to be allocated among the Townhome Units as part of the Townhome Annual Assessments. The Association will only perform the various items to which it has reasonable access. If reasonable access is blocked or denied, the Association will not perform such items, however the assessments of any Owner whose Townhome Unit does not allow reasonable access will not be reduced.

Except as provided above, all maintenance of the Townhome Unit shall be the responsibility of the Owner thereof. Such maintenance shall specifically include, but not be limited to, exterior light fixture and bulb replacement, repair maintenance to the frame of the Townhome Unit, including the frame of the roof, patios, decks, entry doors and garage doors (except as noted above), all glass and all appurtenant hardware. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve the Townhome Unit, whether located within or without a Townhome Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Townhome Unit). Such maintenance shall be performed consistent with the Declarations, and any design guidelines established pursuant thereto.

7. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all buildings containing Townhome Units. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any

such hazard. Each Owner must obtain insurance to cover the contents of its respective Townhome Unit and to cover general liability within its respective Townhome Unit.

Premiums for all insurance which it is the obligation of the Association to provide under this Section 7 shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Promptly after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Any damage or destruction to any Townhome Unit or Units shall be repaired or reconstructed. Repair or reconstruction, as used in this Section 7, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Townhome Unit Owners for the deficiency. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association; provided that the Owner and Mortgagee of any Townhome Unit for which proceeds are received agree to the distribution as their interest may appear.

8. Window Treatment. No window in any residence or other improvement that is visible from any other Townhome Unit or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the residence and the overall appearance of the Townhome Community and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the residence and the overall appearance of the Townhome Community. Permanent window coverings must be installed within ninety (90) days of a conveyance of a Townhome Unit to a homeowner.

9. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Townhome Community. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article IV of the Declarations. No such decorative embellishment or similar items shall be permitted on the front portion of any Townhome Unit or yard. The Board of Directors of the Association may adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

10. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Townhome Unit.

11. Section Twenty Nine (29) Townhome Community. Section Twenty Nine (29) of the Subdivision will share the Townhome Parking Area with the Section Twenty Eight (28) Townhome Community. In order to take advantage of certain efficiencies and commonalities among the Townhome Communities in the Subdivision, Declarant shall have the right to consolidate the operations of the Association as it relates to such Townhome Communities, which may include, without limitation, consolidated operating budgets, insurance policies, and maintenance contracts with respect to Townhome Community-specific matters (e.g., issues relating to Townhome Annual Assessments and the use and operation of the Townhome Parking Area would be decided by a combined vote among the Townhome Communities). If Declarant desires to exercise its rights hereunder, it may do so by filing an instrument of record describing the nature and extent of the matters that will be consolidated among the Townhome Communities.

2. This Amendment is intended to modify the Section 28 Supplementary Declaration as provided herein. By amending and restating the Section 28 Supplementary Declaration, Declarant has not removed Section 28 from the Property and it is intended that the terms hereof are effective as of the date of the original Section 28 Supplementary Declaration.

3. In addition to the foregoing, the Association grants Declarant the right to further modify, change and amend the Section 28 Supplementary Declaration, without the vote, consent or approval of any other Lot Owner in Section 28, or of the Association, the board, or any other person or entity, until such time that Declarant does not own a single Lot within Section 28.

[Signature to follow]

EXECUTED effective as of the date set forth above.

DECLARANT:

L.O.B. LIMITED PARTNERSHIP,
a Texas limited partnership

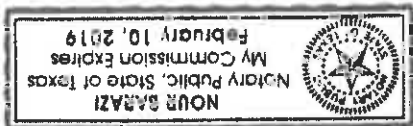
By: Ryko Development, Inc., its General Partner

By: [Signature]
Bassam Barazi, President

Date: 4-28-15

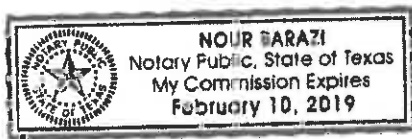
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 28th day of April, 2015, by Bassam Barazi, President of Ryko Development, Inc., the sole General Partner of L.O.B. Limited Partnership, a Texas limited partnership.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: February 10, 2019



AFTER RECORDING, RETURN TO:

Abe S. Goren
Wilson, Cribbs and Goren
2500 Fannin
Houston, Texas 77002
File No. 8133-13

RETURNED AT COUNTER TO:

[Signature]
2500 Fannin St., Ste 900
Houston, TX 77002

8



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

April 29, 2015 03:29:33 PM

FEE: \$37.00 JH
RESTRICT

2015045056



**SUPPLEMENTARY DECLARATION FOR SECTION 29
IN THE LAKES OF BELLA TERRA SUBDIVISION
TO ITS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES OF BELLA TERRA SUBDIVISION is made effective the 12th day of May, 2015, by L.O.B. LIMITED PARTNERSHIP, a Texas limited partnership (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant pursuant to Document No. 2007008483 recorded in the Official Public Records of Fort Bend County, established the Declaration of Covenants, Conditions and Restrictions ("Declarations") for "Lakes of Bella Terra" a subdivision ("Subdivision") of land in Fort Bend County, Texas, as described by plats for Section One (1) through and including Section Eight (8) recorded in the Map Records of Fort Bend County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property");

WHEREAS, pursuant to Article I, Section 3 of the Declarations, Declarant may add property to the Subdivision and make said additional property subject to the Declarations and the covenants, restrictions, conditions, easements, charges, and liens set forth in the Declarations;

WHEREAS, effective September 3, 2008, Declarant under Document No. 2008100564 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 9 to the Subdivision and as a part of the Property;

WHEREAS, effective January 11, 2011, Declarant under Document No. 2011005639 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 12 and 13 to the Subdivision and as a part of the Property;

WHEREAS, effective May 4, 2012, Declarant under Document No. 2012049861 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 14 and 15 to the Subdivision and as a part of the Property;

WHEREAS, effective June 19, 2012 Declarant under Document No. 2012068014 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 16, 17 and 18 to the Subdivision and as part of the Property;

WHEREAS, effective February 27, 2013, Declarant under Document No. 2013024582 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Sections 23 and 24 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073055 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 13 Partial Replat No. 1 to the Subdivision and as part of the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073056 of the Official Public Records of Fort Bend County, Texas, made an Amended Supplementary Declaration relating to Gated Annual Assessments for Section 16 of the Subdivision and the Property;

WHEREAS, effective June 6, 2013, Declarant under Document No. 2013073057 of the Official Public Records of Fort Bend County, Texas, made a Supplementary Declaration to add Section 19 to the Subdivision and as part of the Property;

WHEREAS, effective November 4, 2013, Declarant under Document No. 2013143717 of the Official Public Records of Fort Bend County, Texas made a First Amended Correction to Supplementary Declarations correcting references made in prior documents;

WHEREAS, effective December 4, 2013, Declarant under Document No. 2013152383 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 11 and 20 to the Subdivision and as part of the Property; and

WHEREAS, effective December 16, 2013, Declarant under Document No. 2013156242 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 21 to the Subdivision and as part of the Property; and

WHEREAS, effective February 19, 2014, Declarant under Document No. 2014018911 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 26 and 27 to the Subdivision and as part of the Property; and

WHEREAS, effective March 17, 2014, Declarant under Document No. 2014027342 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 22 and 25 to the Subdivision and as part of the Property; and

WHEREAS, effective September 4, 2014, Declarant under Document No. 2014097068 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Section 28 to the Subdivision and as part of the Property; and

WHEREAS, effective November 14, 2014, Declarant under Document No. 2014131884 of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 10, 30 and 31 to the Subdivision and as part of the Property; and

WHEREAS, effective May 12, 2015, Declarant under Document No. _____ of the Official Public Records of Fort Bend County, Texas made a Supplementary Declaration to add Sections 32, 33 and 34 to the Subdivision and as part of the Property; and

WHEREAS, Declarant is the owner of property, which Declarant desires to add to the scheme of the Declarations, by filing of record this Supplementary Declaration. Said property is known as "Section Twenty Nine (29)", as described by the plats recorded under Number 2015036138 in the Plat Records of Fort Bend County, Texas (all such land so owned and the improvements now or hereafter situated thereon being hereinafter included within the defined terms "Subdivision" and "Property").

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that Section Twenty Nine (29) shall become part of the Subdivision and part of the Property and Section 29, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations, which shall run with said land and shall be binding upon all parties having any right, title, or interest in and to Section 29 and the Property, or any part thereof, and their heirs, successors, representatives, and assigns. The covenants, conditions, restrictions, easements, charges, and liens set forth in the Declarations are covenants running with the land at law as well as in equity.

"Property" shall hereinafter mean and refer to the real property (including improvements) described in the Declarations, the Supplementary Declaration for Section 9, the Supplementary Declaration for Sections 12 and 13, the Supplementary Declaration for Sections 14 and 15, the Supplementary Declaration for Sections 16, 17 and 18, the Supplementary Declaration for Sections 23 and 24, the Supplementary Declaration for Section 13 Partial Replat No. 1, the Supplementary Declaration for Section 19, the Supplementary Declaration for Sections 11 and 20, the Supplementary Declaration for Section 21, the Supplementary Declaration for Sections 26 and 27, the Supplementary Declaration for Sections 22 and 25, the Supplementary Declaration for Section 28, the Supplementary Declaration for Section 10, Section 30, and Section 31, the Supplementary Declaration for Section 32, 33 and 34, and in this Supplementary Declaration for Section 29, and any additions thereto, as are subjected to any other Supplementary Declarations under the provisions of Article I, Section 3 of the Declarations.

In addition to the provisions of the Declarations and the Supplementary Declarations, Declarant adopts the following covenants and restrictions, which shall be applicable only to the Lots in Section Twenty Nine (29), and which shall run with said land and shall be binding upon all parties having any right, title, or interest in and to Section Twenty Nine (29) and the Property, or any part thereof, and their heirs, successors, representatives, and assigns:

1. Assessments. Article III, Section 1 of the Declarations shall be revised by adding a fifth (5th) category of assessments payable to the Association by each Owner of a Lot within

Section Twenty Nine (29), being hereinafter referred to as "Townhome Annual Assessments", which shall be further subject to the following terms and conditions:

- a. Purpose. Townhome Annual Assessments shall be levied upon each Lot within a Townhome Community to provide funds for the use and benefit of the Owners in the Townhome Community. Townhome Annual Assessments may be used to finance the following:

~~This will fall within the overall HOA budget as all reserves/green space is public and not just for the enjoyment of sections 28 & 29~~ 7

 - (1) Improving and maintaining the proposed visitor parking lot to be shared by the Owners of Lots within Section Twenty Eight (28) and Section Twenty Nine (29) of the Subdivision (the "Townhome Parking Area"), as shown on the recorded plat of said Section Twenty Nine (29), if and when such parking lot is constructed in Declarant's sole and absolute discretion;
 - (2) Paying the costs of insurance pursuant to Section 7 below; and
 - (3) Maintaining the exterior of the Townhome Units in accordance with Section 6 below, subject to the limitations set forth therein.
- b. Basis for Assessment. Subject to the provisions of Article III, Section 5 of the Declarations, Townhome Annual Assessments shall be levied against each Lot within the Townhome Community by the Board of Directors of the Association on an annual per Lot basis. The square footage contained in each Lot or within each house and/or dwelling within the Townhome Community shall not be considered. After consideration of current costs and future needs of the Association, the Board shall fix the Townhome Annual Assessment at any amount not in excess of the hereinafter stated maximum.
- c. Maximum Annual Assessment. Until December 31, 2015 the maximum Townhome Annual Assessment shall be \$1200.00 for each Lot in the Townhome Community. From and after January 1, 2016 the maximum Townhome Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Townhome Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.
- d. Lots Owned by Builders. Lots in the Townhome Community owned by a Builder shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of fifty percent (50%) of the amount assessed against the Lots owned by the Class A Members who are not Builders until the sale of a Lot from a Builder to a Class A Member. Thereafter, the Townhome Annual Assessment shall be paid for such Lots.

- e. Lots Owned by Declarant. Lots in the Townhome Community owned by Declarant shall be subject to the obligation of payment of Townhome Annual Assessments at the rate of twenty five percent (25%) of the amount assessed against the Lots owned by the Class A Members until the sale of a Lot from Declarant to a Builder. Thereafter, the Townhome Annual Assessment shall be paid for such Lots at the rate provided for above for Lots Owned by Builders.
2. Special Assessments: Capitalization Fee. Each Owner of a Townhome Unit (defined below) other than Declarant or a Builder (whether one or more persons and regardless of whether such Owner holds the fee interest singly or jointly), at the time it purchases a Townhome Unit from the previous owner (i.e. at every sale beginning with the first Owner to purchase a Townhome Unit from a Builder), shall be obligated to pay a capitalization fee in the amount of twenty-five percent (25%) of the then Townhome Annual Assessment to the Association, which funds shall be used to defray operating costs and other expenses of the Association and to keep the Association well capitalized, as the Board shall determine in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interest of the Association.
 3. Party Walls. For the purposes hereof, the term "Townhome Unit" means and refers to any improvements on a Lot in the Townhome Community which are designated and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.
 - a. General Rules of Law to Apply. Each wall built as a part of the original construction of the Townhome Units which shall serve and separate any two (2) adjoining Townhome Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
 - b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.
 - c. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.
 - d. Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be

exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.
- f. Foundation, Fences. Common foundations which form a part of the Townhome Units and common fences between Townhome Units, if any, will be dealt with in the same fashion as party walls, as set forth in this Section.
- g. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors of the Association, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

4. Townhome Parking Area. The Townhome Parking Area is to be used for temporary parking in accordance with this Section and for no other purposes unless otherwise approved by the Board of the Association. Temporary parking in the Townhome Parking Area is permitted by Occupant vehicles, guests and invitees, and by pick-up or delivery services, but solely for purposes of loading and unloading of passengers and cargo, and subject to such rules and regulations as from time to time promulgated by the Board and other applicable ordinances and laws (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from the subdivision). "Temporary" means only for so long a period of time as is reasonably necessary to complete loading, unloading, pick-up or delivery, with such activity commenced promptly after the vehicle is parked. Any parking in excess of twenty (20) minutes is presumed not to be temporary. Pick-up or deliveries requiring longer than twenty (20) minutes (such as moving in or out of a residence) shall be coordinated with the Association, shall be conducted in such manner as to minimize interference with traffic and pedestrian ingress and egress, and shall otherwise be conducted in accordance with directives of the Association and applicable rules and regulations. The Association may prohibit very large and/or heavy vehicles which may cause damage to the parallel parking spaces and the Townhome Parking Area in the Townhome Community, and in all events, each Owner, and their tenant is, as applicable, shall be liable for all damages caused to any property by entry into or parking of any such vehicle in the Townhome at the request of or on behalf of such Owner or tenant.

5. Side Setbacks. Article V, Section 3 of the Declarations shall be revised to exclude Lots within the Section Twenty Nine (29) from the side setback requirements set forth therein with respect to the Lot line on which a party wall is located. With respect to all other side Lot lines, no part of a residence or garage shall be located on a Lot near than five (5) feet to a side Lot line; provided, however, notwithstanding the foregoing, a detached garage may be located no nearer than three (3) feet from a side Lot line.

6. Maintenance of Townhome Units. Any paved or concrete walkways, driveways, parking areas and patios located within the boundaries of a Townhome Unit shall be the responsibility of the Owner of such Townhome Unit. The Association shall provide exterior maintenance upon Townhome Unit improvements as follows: paint, repair, replace, and care for roof surfaces and roof systems, (i.e. shingles and decking only) gutters, downspouts, chimneys, and, all exterior building surfaces except patios, decks, entry doors and garage doors (except as noted below), glass and their appurtenant hardware. The garage and entry doors are painted originally by the Builder, and are repainted on a periodic basis by the Association, the timing of such to be in the sole discretion of the Association. In between the times painted by the Association, the Owner is responsible for painting and the Owner is always responsible for all maintenance. There are hereby reserved to the Association easements over the Townhome Community as needed to enable the Association to fulfill its maintenance and other responsibilities and obligations set out in this Declaration. The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Areas within the Townhome Community, shall be a common expense to be allocated among the Townhome Units as part of the Townhome Annual Assessments. The Association will only perform the various items to which it has reasonable access. If reasonable access is blocked or denied, the Association will not perform such items, however the assessments of any Owner whose Townhome Unit does not allow reasonable access will not be reduced.

Except as provided above, all maintenance of the Townhome Unit shall be the responsibility of the Owner thereof. Such maintenance shall specifically include, but not be limited to, exterior light fixture and bulb replacement, repair maintenance to the frame of the Townhome Unit, including the frame of the roof, patios, decks, entry doors and garage doors (except as noted above), all glass and all appurtenant hardware. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve the Townhome Unit, whether located within or without a Townhome Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Townhome Unit). Such maintenance shall be performed consistent with the Declarations, and any design guidelines established pursuant thereto.

7. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all buildings containing Townhome Units. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Each Owner must obtain insurance to cover the contents of its respective Townhome Unit and to cover general liability within its respective Townhome Unit.

Premiums for all insurance which it is the obligation of the Association to provide under this Section 7 shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Promptly after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Any damage or destruction to any Townhome Unit or Units shall be repaired or reconstructed. Repair or reconstruction, as used in this Section 7, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Townhome Unit Owners for the deficiency. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association; provided that the Owner and Mortgagee of any Townhome Unit for which proceeds are received agree to the distribution as their interest may appear.

8. Window Treatment. No window in any residence or other improvement that is visible from any other Townhome Unit or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the residence and the overall appearance of the Townhome Community and from the exterior must be neutral or white if visible from the street. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the residence and the overall appearance of the Townhome Community. Permanent window coverings must be installed within ninety (90) days of a conveyance of a Townhome Unit to a homeowner.

9. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Townhome Community. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article IV of the Declarations. No such decorative embellishment or similar items shall be permitted on the front portion of any Townhome Unit or yard. The Board of Directors of the Association may adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

10. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Townhome Unit.

11. Section Twenty Eight (28) Townhome Community. Section Twenty Eight (28) of the Subdivision will share the Townhome Parking Area with the Section Twenty Nine (29) Townhome Community. In order to take advantage of certain efficiencies and commonalities

among the Townhome Communities in the Subdivision, Declarant shall have the right to consolidate the operations of the Association as it relates to such Townhome Communities, which may include, without limitation, consolidated operating budgets, insurance policies, and maintenance contracts with respect to Townhome Community-specific matters (e.g., issues relating to Townhome Annual Assessments and the use and operation of the Townhome Parking Area would be decided by a combined vote among the Townhome Communities). If Declarant desires to exercise its rights hereunder, it may do so by filing an instrument of record describing the nature and extent of the matters that will be consolidated among the Townhome Communities.

If any provision of this Supplemental Declaration is found to be in conflict with the Declarations, this Supplemental Declaration shall control as it pertains to Section Twenty Nine (29).

Declarant hereby reserves the right to further modify, change and amend this Supplementary Declaration, without the vote, consent or approval of any other Lot Owner in Section Twenty Nine (29), or of the Association, the board, or any other person or entity, until such time that Declarant does not own a single Lot within Section Twenty Nine (29).

[Signature to follow]