

ANNEXATION AND SUPPLEMENTAL  
DECLARATION OF RESTRICTIONS FOR  
GLEN LAUREL SECTION THREE

THIS ANNEXATION AND SUPPLEMENTAL DECLARATION OF RESTRICTIONS is made as of the date set forth on the signature page hereof, by GLEN LAUREL, L.L.C., a Texas Limited Liability Company, herein referred to and acting as Declarant.

WHEREAS, Declarant has executed a Declaration of Covenants, Conditions and Restrictions for GLEN LAUREL, SECTIONS ONE AND TWO (the "Original Declaration"), and the same was filed for record under Clerk's File No. 9892298 in the Real Property Records of Fort Bend County, Texas;

WHEREAS, Declarant is the owner of that tract of land containing 15.8998 acres, more or less, situated in Fort Bend County, Texas as described on Exhibit "A" attached (the "Annexation Tract");

WHEREAS, Section 9 of Article V of the Original Declaration grants Declarant the unilateral right, privilege and option to annex additional real property owned by Declarant adjacent to the real property currently under the jurisdiction of the Association (as defined in the Original Declaration) into the Association and to be covered by the covenants, conditions and restrictions set forth in the Original Declaration;

WHEREAS, Sections 7 and 10 of Article I of the Original Declaration grant Declarant the right to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Original Declaration, and to designate certain portions of such property as "Neighborhoods" as defined in the Original Declaration; and

WHEREAS, Declarant desires to annex the Annexation Tract into the Association and to make the Neighborhood (as defined herein) subject to the restrictions, covenants and conditions and assessments set forth in the Original Declaration and to make the Neighborhood further subject to the additional covenants, conditions and restrictions set forth in this Annexation and Supplemental Declaration of Restrictions and to designate a portion of the Annexation Tract as a "Neighborhood" as defined in the Original Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

1) The Annexation Tract is hereby annexed into the Association and is hereby made subject to the restrictions, covenants and conditions and assessments set forth in the Original Declaration, as to those portions of the Annexation Tract herein defined as the Neighborhood. All capitalized terms used herein which are not otherwise defined shall have the meanings set forth

for such terms in the Original Declaration.

2) A final plat of the Annexation Tract named GLEN LAUREL SECTION THREE, a subdivision in Fort Bend County, Texas has been recorded on Slide No. 1871 A & B of the Plat Records of Fort Bend County, Texas ("Plat"). The Neighborhood as used herein shall be those portions of the Annexation Tract designated on the Plat as residential lots, landscape reserves and all other lands, save and except those areas out of the Annexation Tract dedicated by the Plat to the public.

3) The Neighborhood shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Annexation and Supplemental Declaration of Restrictions, in addition to those contained in the Original Declaration.

4) The Neighborhood shall be subject to the following use limitations and restrictions in addition to those set forth in the Original Declaration:

Section 1. WALLS AND FENCES.

a) All fences or walls must be approved in writing by the New Construction Committee or the Modifications Committee, as the case may be. Each Lot must have Committee-approved fencing constructed thereon, not to exceed eight (8') feet in height along and immediately adjacent to all rear and side property lines of such Lots, not to be constructed closer to the street than the front building set-back line of such Lots. Specific guidelines for all fencing materials and styles for use on all Lots in the Neighborhood will be established and enforced by the New Construction Committee or Modifications Committee, as the case may be.

b) In order to maintain the theme and character of the Properties subject to the Original Declaration in general, and the uniform plan and character of West Airport and Burney Road in particular, all fences adjacent to West Airport installed by the Declarant shall be maintained in the original style and location specified by the New Construction Committee, unless a change is subsequently approved in writing in the sole discretion of the Modifications Committee.

c) The following Lots that abut Imperial Canyon Lane shall have constructed and maintained thereon, at all times, a uniform wood fence not to exceed seven feet (7') in height, the style of which shall be established by the New Construction Committee. The fence shall begin at the rear of the house on the corner side of the Lot and extend to the rear of the Lot line, parallel and immediately adjacent to the side setback line indicated on the Plat:

Glen Laurel Section Three: Lot Six (6), Block Two (2)  
Lot Thirty (30), Block One (1)

Section 2. ROOFING MATERIALS. All roofs shall be composition shingles of a type and weight approved in writing by the New Construction Committee or the Modifications Committee, as the case may be, and shall be weathered wood or gray in color.

Section 3. GARAGES AND GARAGE ACCESS.

a) All detached garages shall be no more than one and one-half (1 1/2) stories in height, unless otherwise specifically approved in writing by the New Construction Committee or the Modifications Committee, as the case may be. All overhead garage doors must be constructed of real wood or metal, approved as to style and appearance by the New Construction Committee or Modifications Committee, as the case may be.

b) Certain Lots in the Neighborhood shall be restricted in their driveway access to certain adjacent streets. The following Lots in the Neighborhood are prohibited from having garage and driveway access onto Imperial Canyon Lane:

Glen Laurel Section Three: Lot Six (6), Block Two (2)  
Lot Thirty (30), Block One (1)

c) The minimum setback lines for detached garages facing (or up to a forty five degree angle away from) the street on which such Lot fronts shall be fifty feet (50').

d) All attached garages shall be utilized solely for parking of vehicles and storage; no attached garage shall be used for living space unless a replacement garage is constructed.

Section 4. MINIMUM SQUARE FOOTAGE. The living area of each dwelling unit (exclusive of open porches, terraces, and garages) shall not be less than one thousand six hundred (1,600) square feet of living area.

Section 5. LANDSCAPING AND TREE PLANTING. All Landscaping Plans for Lots must be submitted to the New Construction Committee for approval. All Lots having a detached garage shall have a minimum of two (2) oak trees at least four inches (4") in diameter planted in the front yard (or two (2) trees preserved from the existing trees); corner Lots having a detached garage shall have a minimum of three (3) oak trees in the aggregate, at least four inches (4") in diameter, planted in the front and side yards (or three (3) trees preserved from the existing trees). All Lots having attached garages with at least a sixteen foot (16') wide driveway extending to the street shall have a minimum of one (1) oak tree at least four inches (4") in diameter planted in the front yard (or one (1) tree preserved from the existing trees); corner Lots having attached garages with at least a sixteen foot (16') wide driveway extending to the street shall have a minimum of two (2) oak trees in the aggregate, at least four inches (4") in diameter, planted in the front and side yards (or two (2) trees preserved from the existing trees). Any such trees that die shall

promptly be replaced by the Owner of the Lot.

Section 6. NEIGHBORHOOD ASSESSMENT. No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within the Neighborhood may be assessed and are liable to pay a Neighborhood Assessment in addition to the Base Annual Assessment only if levied by the Association's Board of Directors in accordance with a ninety percent (90%) vote of Neighborhood Members as provided in Article IV, Section 6 of the Original Declaration.

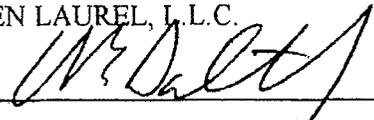
Section 7. AGREEMENT. Each Owner of a Lot in the Neighborhood by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, shall be deemed to covenant and agree to accept and abide by this Supplemental Declaration or Restrictions as well as all restrictions, obligations, requirements and liabilities set forth in the Original Declarations.

This Annexation and Supplemental Declaration of Restrictions shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Original Declaration.

EXECUTED this the 30<sup>th</sup> day of SEPTEMBER, 1999.

DECLARANT:

GLEN LAUREL, I.L.C.

By: 

Name: W.E. DALTON JR

Title: PRESIDENT

THE STATE OF TEXAS

§

§

COUNTY OF FORT BEND

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This instrument was acknowledged before me on this the 30<sup>th</sup> day of SEPTEMBER, 1999, by W.E. DALTON JR, President of Glen Laurel, L.L.C., a Texas limited liability company, on behalf of said company.



Kia Johnson

Notary Public in and for the State of Texas

LIENHOLDER'S CONSENT AND SUBORDINATION  
TO SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
FOR GLEN LAUREL SECTION THREE

First Continental Investment Co., Ltd., a Texas Limited Partnership ("First Continental"), the owner and holder of that certain promissory note dated May 13, 1999 in the original principal amount of \$1,000,000, executed by Glen Laurel, LLC., a Texas limited liability company, payable to the order of the undersigned, secured by a deed of trust lien on the Property as evidenced by deed of trust instrument filed under Fort Bend County Clerk's File No. 99043347 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas, hereby executes this instrument to subordinate the lien of such deed of trust to the foregoing Declaration of Covenants, Conditions and Restrictions for Glen Laurel.

EXECUTED the 4th day of October, 1999.

FIRST CONTINENTAL INVESTMENT CO., LTD.  
BY: FCC MANAGEMENT INVESTMENT CO., LLC,  
ITS GENERAL PARTNER

By: *John M. Bonner*  
John M. Bonner, Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

This instrument was acknowledged before me on this the 4th day of October, 1999, by John M. Bonner, Manager of FCC Management Investment Co., a Texas limited liability company, on behalf of said company.

*Stacey Fountain*  
Notary Public In and for the State of Texas

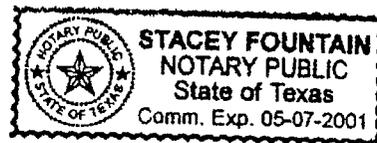


EXHIBIT "A"

Being 15.8998 acres of land out of a called 197.7448 acre tract recorded in Fort Bend County Clerk's File No. 9658719 of the Official Public Records of Real Property of Fort Bend County (O.P.R.R.P.) located in the John Hodge Labor, A-192, Fort Bend County, Texas; said 15.8998 acre tract of land being more particularly described by metes and bounds as follows:

Commencing at a 5/8-inch iron rod found for the southeast corner of said Glen Laurel Section Two, a subdivision recorded on slide number 1746A and 1746B of the Plat Records of Fort Bend County, Texas (F.B.C.P.R.) same being the most southwesterly corner of Skyview Farms Subdivision recorded in Volume 363, Page 89 of the Fort Bend County Deed Records (F.B.C.D.R.); said 15.8998 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the north line of said Glen Laurel Section Two):

1. Thence, South 89 degrees 54 minutes 00 seconds West, a distance of 30.00 feet to the northeast corner and Point of Beginning of the herein described tract, said point being in the west right of way line of Mason Road as recorded in volume 355 page 436 and volume 355 page 439 of the Deed Records of Fort Bend County, Texas;
2. Thence, with said west line, South 00 degrees 01 minutes 00 seconds West, a distance of 833.02 feet, same being the northeast corner of Covington West Subdivision recorded in Volume 15, Page 11 F.B.C.D.R.;
3. Thence, with the north line of said Covington West Subdivision, South 89 degrees 47 minutes 00 seconds West, a distance of 614.25 feet to the easterly most corner of Glen Laurel Section One, a Subdivision recorded on slide number 1754A and 1754B F.B.C.P.R.;
4. Thence, with the east line of said Glen Laurel Section One, North 48 degrees 28 minutes 11 seconds West, a distance of 665.77 feet to the south line of said Glen Laurel Section Two;
5. Thence, with the south line of said Glen Laurel Section Two, North 62 degrees 01 minutes 03 seconds East, a distance of 140.83 feet;
6. Thence, continuing with the south line of said Glen Laurel Section Two, 193.43 feet along the arc of a curve to the right, said curve having a central angle of 05 degrees 41 minutes 00 seconds, a radius of 1950.00 feet and a chord that bears North 64 degrees 51 minutes 33 seconds East, a distance of 193.35 feet;
7. Thence, continuing with the south line of said Glen Laurel Section Two, North 22 degrees 17 minutes 57 seconds West, a distance of 100.00 feet;

EXHIBIT "A" - CONT'D.

8. Thence, continuing with the south line of said Glen Laurel Section Two, 801.43 feet along the arc of a curve to the right, said curve having a central angle of 22 degrees 23 minutes 57 seconds, a radius of 2050.00 feet and a chord that bears North 78 degrees 54 minutes 01 seconds East, a distance of 796.33 feet;
9. Thence, continuing with the south line of said Glen Laurel Section Two, South 89 degrees 54 minutes 00 seconds East, a distance of 70.00 feet to the Point of Beginning and containing 15.8998 acres of land.

RETURN TO:

GLEN LAUREL HOMEOWNERS ASSOC  
1001 WEST LOOP SOUTH #100  
HOUSTON TX 77027

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

10-15-1999 02:20 PM 1999090872

KW \$23.00

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS