

AMEND

After recording, please return to:  
Genstar Summerwood LP  
10235 W. Little York, Suite 260  
Houston, TX 77040  
Attention: Lisa Nickel Chahin

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**Indexing Note:** Please Cross-Reference to Amended and Restated Declaration recorded as Clerk's File No. V-677818

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\_\_\_\_\_  
ABOVE SPACE FOR RECORDER'S USE  
\_\_\_\_\_

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF HARRIS       §

**AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SUMMERWOOD**

**(Summerwood, Section 21 and Lake Forest Village, Section 3)**

THIS AMENDMENT is made as of the date hereinafter stated by GENSTAR SUMMERWOOD LP, a Delaware limited partnership ("**Declarant**").

**WITNESSETH:**

WHEREAS, Declarant is identified as the Declarant under that certain Consolidated and Amended Declaration of Covenants, Conditions and Restrictions for Summerwood established pursuant to that certain Amendment to Various Declarations of Covenants, Conditions and Restrictions Relating to Summerwood dated March 19, 2002, and recorded on March 21, 2002, under Clerk's File No. V-677818, in the Official Records of Real Property of Harris County, Texas (the "**Declaration**"); and

WHEREAS, pursuant to Article IX, Sections 9.1 and 9.3 of the Declaration, Declarant reserved the right to expand Summerwood, as defined therein, by filing one or more Supplemental Declarations submitting all or any portion of the additional property described on Exhibit "B" of the Declaration to the terms of the Declaration and the jurisdiction of Summerwood Community Association, Inc. (the "**Association**"), and to impose additional covenants and restrictions on such property; and

WHEREAS, on April 21, 2004 Declarant filed that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Summerwood submitting to the Declaration certain property described as Summerwood, Section 21 and Lake Forest Village, Section 3, as more particularly described on Exhibit "A" thereof ("**Additional Property**"), which Supplemental Declaration was recorded under Clerk's File No. X548860 in the Official Records of Real Property of Harris County, Texas (the "**Supplemental Declaration**"); and

WHEREAS, pursuant to Section 2.1 of the Supplemental Declaration, the Declarant reserved the right to unilaterally amend the Supplemental Declaration to modify the architectural guidelines set forth on Exhibit "B" thereof so long as it has the power to amend the Architectural Guidelines under Section 4.3(a) of the Declaration; and

WHEREAS, the Declarant still has the power to amend the Architectural Guidelines under Section 4.3(a) of the Declaration and desires to amend the Architectural Guidelines set forth on Exhibit "B" of the Supplemental Declaration;

NOW, THEREFORE, the Declarant hereby amends the Supplemental Declaration by striking Exhibit "B" and substituting Exhibit "B" attached hereto in its place.

IN WITNESS WHEREOF this Amendment is executed this 2<sup>ND</sup> day of AUGUST, 2004

GENSTAR SUMMERWOOD LP, a Delaware limited partnership

By: Genstar Houston, L.L.C., a Delaware limited liability company, General partner

By: [Signature]  
Name: Lisa Chahin  
Its: Assistant Vice President

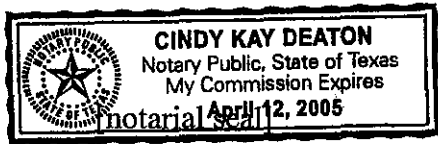
Attest: [Signature]  
Name: Walter F. Nelson  
Its: Sr. Vice President

(2)  
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10R

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on August 2, 2004 by Lisa Chahin, Assistant Vice President of Genstar Houston, L.L.C., a Delaware limited liability company which the general partner of GENSTAR SUMMERWOOD LP, a Delaware limited partnership, on behalf of said limited partnership.



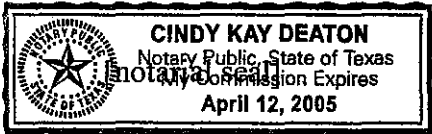
[Signature]  
Notary Public in and for the State of Texas

CINDY KAY DEATON  
Name (printed or typed)  
My commission expires APRIL 12, 2005

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on August 2, 2004 by Walter F. Nelson, Sr. Vice President of Genstar Houston, L.L.C., a Delaware limited liability company which the general partner of GENSTAR SUMMERWOOD LP, a Delaware limited partnership, on behalf of said limited partnership.



Cindy Kay Deaton  
Notary Public in and for the State of Texas

CINDY KAY DEATON  
Name (printed or typed)  
My commission expires April 12, 2005

591-465

**EXHIBIT "A"**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND being approximately 39.9797 acres out of the Victor Blanco Survey, Abstract No. 2, Harris County, Texas, and being surveyed and platted as SUMMERWOOD, SECTION 21 by plat filed December 2, 2003, under Film Code No. 300310829 and recorded in the Map Records of Harris County, Texas, under Clerk's File No. X230343, as such plat may be revised or amended;

(2)  
*[Handwritten signature]*

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND being approximately 40.7750 acres out of the Victor Blanco Survey, Abstract No. 2, Harris County, Texas, and being surveyed and platted as LAKE FOREST VILLAGE, SECTION 3 by plat filed October 8, 2003, under Film Code No. 300273834 and recorded in the Map Records of Harris County, Texas, under Clerk's File No. X091225, as such plat may be revised or amended.

*[Handwritten signature]*

998-14-1465

## EXHIBIT "B"

### Architectural Guidelines

I. Except as otherwise limited in Paragraph 1 below, the following additional restrictions shall apply to all Units in Summerwood, Section 21 and Lake Forest Village, Section 3 until such time as they are amended, modified, repealed or limited pursuant to Article IV of the Declaration.

1. Living Area Requirements and Setbacks. The total living area of the dwelling on each Unit in Lake Forest Village, Section 3, as shown on the plat thereof referenced in Exhibit A to the Supplemental Declaration, shall not be less than 2100 square feet. The total living area of the dwelling on each Unit in Summerwood, Section 21, as shown on the plat thereof referenced in Exhibit A to the Supplemental Declaration, shall not be less than 1400 square feet. No building or other improvements shall be located on any Unit nearer than five feet to an interior lot line, except that a detached garage or other approved accessory building may be located within three feet of an interior lot line. For purposes of this restriction, eaves, steps, and open porches shall not be considered as part of a residential structure.

2. Type of Construction. A minimum of 51% of the exterior wall area of all dwellings, exclusive of doors and windows, shall be masonry or brick veneer construction, unless a variance from this restriction is specifically approved in writing pursuant to Article IV. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without written approval of the Reviewer pursuant to Article IV. Every garage and accessory building shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates wood construction on the exterior shall be erected on any Unit unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

3. Garages, Driveways, and Sidewalks. Each dwelling must have an attached or detached garage. Garage doors shall be kept closed when not in use for their intended purpose. Each Unit shall have a concrete driveway with a minimum width of 10 feet from the garage of the dwelling to the abutting street, including the portion of the driveway in the street easement, and the Owner shall repair at such Owner's expense any damage to the street occasioned by connecting the driveway thereto.

4. Rooftop Elements. All stack vents and attic ventilators shall be located on the rear slopes of roofs and mounted perpendicular to the ground plate. No solar collectors shall be allowed on any roof slope visible from a street or Common Area.

5. Fences. No fence or wall shall be erected on any Unit nearer to the street than the minimum setback from the street shown on the plat of the subdivision containing such Unit. Further, unless otherwise approved pursuant to Article IV, no fence shall be constructed across or within a utility easement. The plans for all fences are subject to approval by the Reviewer

pursuant to Article IV, who shall have the power to specify acceptable materials. No chain link fences shall be permitted.

6. Window Coverings. Within three months after the dwelling on a Unit is first occupied, the Owner or occupant of such Unit shall install window treatments or coverings in all windows. Expressly prohibited both before and after the initial three months of occupancy are any coverings not consistent with the aesthetics of Summerwood, such as reflective materials, sheets, newspaper, shower curtains, fabric not sewn into finished curtains or draperies, paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for permanent window coverings in a development of the same caliber as Summerwood. No reflective films, coatings or applications may be applied to the inside or outside of any window or door without prior approval pursuant to Article IV.

7. Traffic Sight Areas. All Units located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

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

AUG - 6 2004



*Dorothy B. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Kenneth R. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

04 AUG - 6 AM 8:56

FILED