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**W198367**

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

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

11/05/02 300880876 W198367 \$23.00

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

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

*see*

(Summerwood, Sections 16)

THIS SUPPLEMENTAL DECLARATION 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, Declarant may exercise such right at any time and from time to time until all property described in Exhibit "B" of the Declaration has been made subject to the Declaration or until 30 years after the Declaration was Recorded, whichever is earlier; and

WHEREAS, such right has not expired; and

RECORDED - 11/05/02

FILED  
2002 NOV -5 AM 9:06  
CLERK  
HARRIS COUNTY TEXAS

WHEREAS, the property described on Exhibit "A" of this Supplemental Declaration (the "Additional Property ") is a portion of the property described on Exhibit "B" to the Declaration; and

WHEREAS, the Declarant, as the owner of the Additional Property, desires to submit the Additional Property to the terms of the Declaration and the jurisdiction of the Association; and

WHEREAS, pursuant to Article IV, Section 4.3, the Declarant has the authority to amend the Architectural Guidelines attached as Exhibit "D" to the Declaration as long as it owns any portion of or has a right to expand Summerwood pursuant to Article IX, Section 9.1; and

WHEREAS, the Declarant desires to supplement the Architectural Guidelines for Summerwood set forth on Exhibit "D" of the Declaration to include the Architectural Guidelines set forth on Exhibit "A" to this Supplemental Declaration;

NOW, THEREFORE, the Declarant declares that the Additional Property is hereby made subject to the provisions of the Declaration and this Supplemental Declaration and hereafter shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration and this Supplemental Declaration, which shall run with the title to Additional Property and shall be binding on all persons having any right, title, or interest in all or any portion of such Additional Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of the Association and each and every owner of all or any portion of the property submitted to the Declaration.

**ARTICLE I**  
**Definitions**

The definitions set forth in Article II of the Declaration are incorporated herein by reference.

**ARTICLE II**  
**Architectural Guidelines**

The Architectural Guidelines attached as Exhibit "D" to the Declaration are hereby amended to include the architectural guidelines set forth on Exhibit "A" to this Supplemental Declaration.

**ARTICLE III**  
**Amendment**

2.1. By Declarant.

Until conveyance of the first Unit within the Additional Property to a Person other than a Builder, Declarant may unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental Declaration:

558-78-1637

(a) to modify the architectural guidelines set forth on Exhibit "A," so long as its power to amend the Architectural Guidelines is in effect under Section 4.3(a) of the Declaration; or

(b) if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency; or

(c) to submit additional property to the terms hereof, to reflect any revisions or amendments to the plats referenced on Exhibit "A" hereof, and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose, so long as Declarant owns any portion of or has the right to expand Summerwood pursuant to Section 9.1 of the Declaration.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplemental Declaration so long as no property is added or excluded from the plat by the revision or amendment thereto. Declarant reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown on the original plat and, so long as they do not alter the overall property submitted to the Declaration by this Supplemental Declaration, such revised, amended or additional plats shall not necessitate an amendment to this Supplemental Declaration.

2.2. By Owners.

Except as otherwise specifically provided above, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of more than 67% of the Units within the Additional Property and, so long as Declarant owns any Unit within the Additional Property, the consent of Declarant. In addition, the consent of the Board of Directors of the Association shall be required.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

2.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without Declarant's written consent or the consent of the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

IN WITNESS WHEREOF this Supplemental Declaration is executed this 1<sup>st</sup> day of June, 2002.

*[Handwritten mark]*

GENSTAR SUMMERWOOD LP, a Delaware limited partnership

*[Handwritten mark]*

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

*[Handwritten mark]*

By: J F Jenkins  
Name: Jimmie F. Jenkins  
Its: Sr. Vice President

Attest: [Signature]  
Name: James H. McLennan  
Its: Vice President and Chief Financial Officer

6691-02-033

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 30, 2002 by Jimmie F. Jenkins, Senior 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.



[notarial seal]

Karen Gaye McCalip  
Notary Public in and for the State of Texas

KAREN GAYE McCALIP  
Name (printed or typed)

My commission expires 2/22/05

*[Handwritten signature]*

Lisa Chahini  
10235 W. Little York  
Ste 260  
Houston, TX 77040

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego } ss.

On November 1, 2002, before me,

Michaela Broom - notary  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared or James H. Melennan

or James H. Melennan  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) authorized capacity(ies), and that by (his) (her) (their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Michaela Broom  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Supp. Dec of CC-R's SUMWD SEC 14

Document Date: 11-1-02

Number of Pages: 1

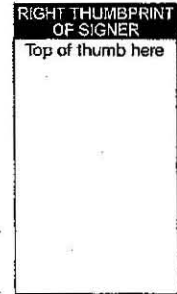
Signer(s) Other Than Named Above: Jimmie Jenkins

**Capacity(ies) Claimed by Signer**

Signer's Name: JMC

- Individual
- Corporate Officer — Title(s): VP CFO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: GS-SUMWD, LP



558-78-1788

**EXHIBIT "A"**

**Additional Property**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND being approximately 28.6393 acres out of the Victor Blanco Survey, Abstract No. 2, Harris County, Texas, and being surveyed and platted as SUMMERWOOD, SECTION 16 by plat filed July 5, 2002, under Film Code No. 300787468 and recorded in the Map Records of Harris County, Texas, under Clerk's File No. V916767, as such plat may be revised or amended.

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558-70-1701

## EXHIBIT "B"

### Architectural Guidelines

I. The following additional restrictions shall apply to all Units in Summerwood, Section 16 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 shall not be less than 2500 square feet in the case of a one-story dwelling or 2800 square feet in the case of a two-story dwelling. 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 with an automatic garage door opener. 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.

553-73-1783

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

NOV - 5 2002



*Dorely B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS