



WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create an agency to which will be delegated and assigned the powers of maintaining, administering, and enforcing the assessments and charges created in the Existing Declaration and all Supplemental Declarations; and

WHEREAS, STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION has been incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the properties described in Article III hereof, and declares the following restrictions, covenants, conditions, stipulations and reservations applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which restrictions, covenants, conditions, stipulations and reservations (sometimes referred to herein collectively as "covenants and restrictions") shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### Definitions

Section 1. "Association" shall mean and refer to STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION, its successors and assigns, provided for in Article VI hereof.

Section 2. "Properties" shall mean and refer to the properties described in Article III hereof that are subject to this Supplemental Declaration.

Section 3. "The Subdivision" shall mean and refer to Sterling Green South, Section One (Except Reserves A and B); Reserve C of Sterling Green South, Section One; the Properties as described in Article III hereof; all subsequent sections of Sterling Green South brought within the scheme of the Existing Declaration; and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities) hereafter brought within the jurisdiction of the Association pursuant to the provisions set forth in the Existing Declaration.

Section 4. "Lot" and/or "Lots" shall mean and refer to the lots shown on the Section Two Plat (but shall not mean and refer to the 0.1717 Ac. Reserve shown thereon). References herein to "the Lots (each Lot) in The Subdivision" shall mean and refer to Lots as defined respectively in the Existing Declaration and all Supplemental Declarations.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate. References herein to the "Owners in The Subdivision" shall mean and refer to Owners as defined respectively in the Existing Declaration and all Supplemental Declarations.

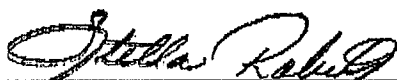
Section 6. "Section Two Plat" shall mean and refer to the plat of Sterling Green South, Section Two recorded in Volume 291, Page 2 of the Map Records of Harris County, Texas, and any recorded replat(s) thereof.

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Section 7. "Architectural Control Committee" shall mean and refer to Sterling Green South Architectural Control Committee provided for in Article V hereof.

Section 8. "Declarant" shall mean and refer to Gibraltar Savings Association, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development (the term "development," for the purposes hereof, shall mean installation of utilities and streets to serve more than one Lot and shall not refer to improving Lots with residential structures).

Section 9. "Common Properties" shall mean and refer to such property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations which may be applicable thereto by virtue hereof and/or by virtue of the Section Two Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in the Existing Declaration and all Supplemental Declarations.

Section 10. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners in the Subdivision constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of the Existing Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; swimming pools; tennis courts; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in the Existing Declaration and all Supplemental Declarations.

Section 11. "Existing Declaration" shall mean and refer to the Original Declaration and First Amendment thereto referred to and described on page 1 of this Supplemental Declaration.

Section 12. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of the Existing Declaration under the authority provided in Article VII thereof. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 13. "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article VI, Section 1 hereof, together with all the Owners in The Subdivision who are members of the Association as provided in all subsequent Supplemental Declarations.

## ARTICLE II

### Reservations, Exceptions and Dedications

Section 1. The Section Two Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Section Two Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum set back lines, and all

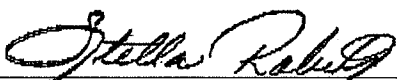
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dedications, limitations, restrictions and reservations shown on the Section Two Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying any part of the Properties, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Section Two Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, water, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the FHA or VA.

Section 4. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to (a) any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties and (b) the right of Declarant; its successors and assigns, to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

#### ARTICLE III

##### Property Subject to This Supplemental Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration is all of STERLING GREEN SOUTH, SECTION TWO (2), being 73.7943 acres out of the S. Singleton Survey, Abstract No. 704, Harris County, Texas, according to the Plat thereof recorded in Volume 291, Page 2 of the Map Records of Harris County, Texas (or any subsequently recorded Plat thereof), LESS AND EXCEPT one 0.1717 acre Reserve thereof, as shown on the Subdivision Plat (and title to such Reserve shall not be burdened or affected in any manner by this Supplemental Declaration).

#### ARTICLE IV

##### Use and Building Restrictions

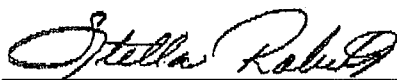
Section 1. Land Use and Building Type. All Lots shall be known, described and used as Lots for the residential purposes only (hereinafter sometimes referred to as "residential Lots"), and no structure shall be erected, altered, placed, or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height, an attached garage for not less than one (1) car and quarters for bona fide

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domestic employees. Carports and detached garages are prohibited. Nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. As used herein, the term "residential purposes" shall be construed to prohibit the use of the Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

Section 2. Architectural Control. No building or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications therefor and a plat plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to (a) harmony with the exterior design, color and materials of existing structures (and in this regard the Architectural Control Committee shall have full and unqualified discretion to specify and prescribe the exterior design and the type, color, percentage of coverage and general appearance of all exterior materials incorporated into such building or other structure), (b) location with respect to topography and finished grade elevation, and (c) compliance with minimum construction standards, all as more fully provided for in Article V hereof.

Section 3. Dwelling Size. Neither the ground floor area of the main residential structure of a one (1) story dwelling nor the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1-1/2) story, or a two (2) story dwelling, in each case exclusive of open porches and garages, shall be less than the applicable number of square feet set forth below:

As to Lots other than corner Lots (as defined in Section 5. below):	900 square feet
As to corner Lots:	1,000 square feet

Section 4. Type of Construction, Materials and Landscape.

(a) Each residence shall be constructed of materials (including specifically, but without limitation, exterior materials) which have been approved expressly by the Architectural Control Committee pursuant to the authority granted to it in Section 2. above.

(b) No external roofing material other than wood or composition shingles shall be constructed or used on any building in any part of the Properties unless the Architectural Control Committee, in its discretion, shall permit the use of other roofing materials, such permission to be granted in writing as hereinafter provided.

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(c) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire front of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner Lots. No other sidewalks shall be permitted on any Lot without the express written consent of the Architectural Control Committee. The plans for each residential building on each Lot shall include plans and specifications for such required sidewalk(s), and such required sidewalk(s) and any other sidewalks approved by the Architectural Control Committee shall be constructed and completed before the main residence is occupied.

(d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, provided that the Architectural Control Committee may, in its discretion, permit window or wall type air conditioners to be installed in a garage if such unit, when installed, shall not be visible from a street, such permission to be granted in writing as hereinafter provided.

(e) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(f) No fence or wall shall be erected, placed or altered on any Lot:

(i) nearer to any street than the minimum building setback lines as shown on the Subdivision Plat; nor

(ii) nearer to the front Lot line than the plane of the front exterior wall of the residential structure on the Lot.

Further, no fence, retaining wall, trees, shrubs or other landscaping, or any other device which, by its nature, would materially obstruct the flow of surface waters, shall be erected, placed, altered or allowed to exist on or along the rear Lot line of Lots One (1) through Twenty-five (25) in Block One (1), if the erection, placement, alteration or existence thereof on such Lots would materially obstruct the flow and drainage of surface waters to and beyond the rear of such Lots. All fences must be constructed of ornamental metal, wood or masonry and no chain link fences shall be placed on any Lot (except to enclose a swimming pool if such chain link fence is not visible from a street). No fence shall exceed eight (8) feet in height, and all fences along side and rear Lot lines shall be not less than six (6) feet in height. The Architectural Control Committee may, in its discretion, permit a fence to be located nearer to the front Lot line than the plane of the front exterior wall of the residential structure (but not in front of the building setback line), or to exceed eight (8) feet in height, such permission to be granted in writing, as hereinafter provided.

(g) At all times after the substantial completion on his Lot of a residence, each Owner shall maintain or cause to be maintained all portions of such Owner's Lot in a clean, sightly, safe and first-class condition, including, without limitation, the consistent mowing, watering, weeding and care of all lawn area and other lot landscaping.

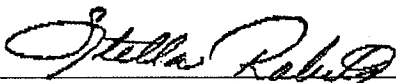
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Section 5. Building Location. No structure shall be located on any Lot between the building setback lines shown on the Subdivision Plat and the street. No building shall be located on any Lot nearer than ten (10) feet from any existing residential building structure situated on any other Lot which is contiguous to such Lot. No building shall be located nearer to any interior Lot line (other than the rear Lot line) than the minimum set back relative thereto which the Architectural Control Committee shall specify in writing concurrently with its approval of plans and specifications for such building in accordance with the terms of this Article IV (and the Architectural Control Committee is hereby specifically granted the authority to specify and prescribe such minimum set backs relative to such Lot lines). Notwithstanding any other provisions hereof to the contrary, no building shall be located (and the Architectural Control Committee shall have no authority to permit buildings to be located) nearer to any interior Lot line (other than the rear Lot line) than three (3) feet. No building, nor any part thereof, shall be located on any Lot nearer than ten (10) feet to the rear Lot line or within any easement (even if wider than ten (10) feet) along such rear Lot line. For the purposes of this section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building or any Lot to encroach upon another Lot or to extend beyond the building set back line. For the purposes of this Supplemental Declaration, the front Lot line of each Lot shall coincide with and be the Lot line having the shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot and will be provided with driveway access from the front of the Lot; provided that such access may be from the front or side of all corner Lots unless the Architectural Control Committee, in its discretion, requires that access to a corner Lot be from the front of such corner Lot. For purposes hereof, the term "corner Lot" shall mean and refer to any Lot which abuts more than one street.

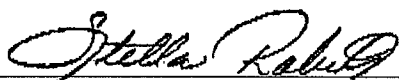
Section 6. Minimum Lot Area. No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each Lot resulting from such resubdivided Lot(s) shall have an area of not less than 5,500 square feet and a width (measured along the front building set back line provided for above) of at least fifty-five (55) feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties if such resubdivision results in each resubdivided Lot containing not less than the minimum Lot area aforesaid.

Section 7. Annoyance or Nuisances. (a) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. (b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets [not to exceed three (3) adult animals] may be kept provided that they are not kept, bred or maintained for any commercial purpose. (c) No spirituous, virous, malt

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liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any Lot, nor shall any Lot or any part thereof be used for illegal or immoral purposes. (d) No septic tank or private water well shall be permitted on any Lot.

Section 8. Temporary Structures. No structure of a temporary character, whether trailer, basement or tent, shack, garage, barn, shed or otherwise shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. No truck, trailer, boat, automobile, campers, motor or mobile home or other vehicle shall be stored, parked, or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day; provided however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in an enclosed garage on any Lot, or to prohibit the parking on a Lot of construction or repair equipment only while a house, or houses, are being built or repaired in the immediate vicinity.

Section 9. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except (i) one sign of not more than ten (10) square feet advertising the particular Lot on which the sign is situated for sale or rent and (ii) one sign of not more than five (5) square feet to identify the particular Lot as may be required by the Federal Housing Administration or Veterans' Administration during the period of actual construction of a single-family residential structure thereon; provided however, that the right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property, Lots and residences in the Subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in this Section 9, be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee. Declarant, or its express assigns, shall have the right to remove from any portion of the Properties any sign, billboard, poster or other advertising device that does not comply with this Section 9 and, in so doing, shall not be subject to any liability for trespass, injury to or conversion of property, or have any other liability of any kind or character, as a result of or arising out of such removal by Declarant.

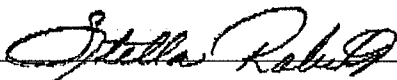
The term "Declarant" as used in this Section 9. and Section 8. above shall refer to Gibraltar Savings Association and such of its successors or assigns to whom the rights under this Section 9. and/or Section 8. above are expressly and specifically transferred.

Section 10. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the

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time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

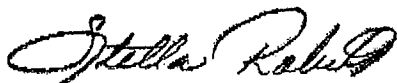
Section 11. Underground Electric System. An underground electric distribution system will be installed in that part of Sterling Green South, Section Two, designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in Sterling Green South, Section Two. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the Section Two Plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such Subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the Lot Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to

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serve such Subdivision or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (R) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by Company to be necessary.

No provision of this Section 11. (the text of which is prescribed by the electric company) shall in any manner operate or be construed to permit the construction on any Lot of any type of residential structure other than a single family residence as provided in Section 1. of this Article IV.

Section 12. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Antennae. No electronic antennae or device of any type other than one antennae for receiving television signals, FM signals and/or citizen's band signals shall be erected, constructed, placed or permitted to remain on any of the Lots, residences thereon or other permitted buildings constructed in the Properties. The permitted antennae may be free standing (with or without down guys) or may be attached to the residential structure; however, in any event the antennae's location shall be restricted to the rear of the residential structure or to the rear of the roof ridge line, gable or center line of the residential structure so as to be hidden from sight, to the extent practicable, when viewed from the front of the Lot and in no event shall any antennae of any kind extend to the height which is more than ten (10) feet above the highest point of the roof of the main residential structure on such Lot.

Section 14. Service Riser Conduit. Each residential structure shall have installed on the outside wall thereof a service riser conduit, beginning at least thirty (30) inches below the surface of the ground and terminating at the meter socket on such wall.

#### ARTICLE V

##### Architectural Control Committee

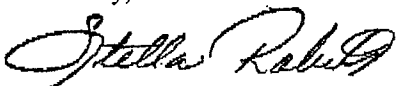
Section 1. Approval of Building Plans. No building shall be erected, placed, or altered upon the Properties until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to (a) harmony of exterior design, color and materials with existing structures (and in this regard the Architectural Control Committee shall have full and unqualified discretion to specify and prescribe the exterior design and the type, color, percentage of coverage and general appearance of all exterior materials incorporated into such building or other structure), (b) location with respect to topography, finished ground elevation and orientation relative to Lot lines and building set back lines, and (c) compliance with minimum construction standards by the Sterling Green South Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it

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deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with; provided however, failure to timely approve or disapprove such plans and specifications shall not be deemed to permit the erection, construction, placing or altering of any structure on any Lot in a manner prohibited under the terms of this Supplemental Declaration. In order to insure that there will be harmony and complementary contrast of the exterior and interior designs of the residences to be constructed on Lots which are in the vicinity of each other, the Architectural Control Committee may, in the event one Owner shall own more than one Lot and shall submit two or more different sets of plans and specifications to the Architectural Control Committee relative to such Lots, specify the Lot or Lots on which each of the residences contemplated by the respective plans and specifications may be constructed and the determination of the Architectural Control Committee in this regard shall be conclusive and binding on such Owner.

Section 2. Committee Membership. The Architectural Control Committee is initially composed of Charles R. Ackerman, Mike Barsi, and John H. Bateman, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of death or resignation of any member or members of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

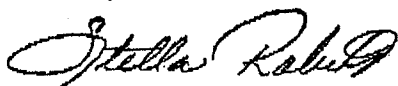
Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; PROVIDED, that any time after January 1, 1988, whether or not the term of the Architectural Control Committee specified in the preceding sentence shall have expired, by a majority vote of the members present and voting, the Board of Trustees of the Association may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Trustees of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 6. Variances. Article IV of this Supplemental Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such

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approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate roofing material to be permitted or the alternate fence height approved), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2. above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance within thirty (30) days following its submission. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the term of the Architectural Control Committee shall have expired and the Board of Trustees of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Trustees of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Supplemental Declaration.

## ARTICLE VI

The Sterling Green South  
Community Improvement Association

Section 1. Membership. Every Owner of a Lot in the Subdivision which is subject to a maintenance charge assessment by the Association, including contract sellers, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lots which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

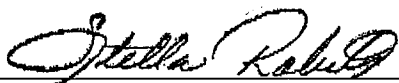
Class A. Class A members shall be all those Owners as defined in Section 1. of this Article VI, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in the Subdivision in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Declarant defined in this Supplemental Declaration. The Class B member shall be entitled to three (3) votes for each Lot in the Subdivision in which it holds the interest required for membership by Section 1; provided however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1989.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Non-Profit Corporation. A nonprofit corporation, The Sterling Green South Community Improvement Association, has been organized to assume and perform the duties and functions of the Association. All duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

#### ARTICLE VII

##### Covenants for Regular, Annual and Special Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot in the Properties is hereby severally subjected to, and the Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot in the Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following charges and assessments which shall run with the land and shall be in the same and equal amounts for each Lot in the Properties:

(a) a regular annual maintenance assessment in the amount per annum specified, and subject to increase or decrease as provided in, Section 3. below; and

(b) special assessments as provided for (and subject to the conditions and limitations provided for) in Section 4. below;

such assessments to be established and collected as hereinafter provided and which regular annual assessments shall constitute the proceeds of a fund (hereinafter called "the maintenance fund") and which special assessments (if any) shall constitute the proceeds of a separate fund (hereinafter called "the Special Assessment Fund"), each such fund to be used for the purposes hereinafter provided. Such regular annual maintenance charge assessments, and such special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due, but such personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The maintenance fund shall be used exclusively to promote the health, safety, welfare

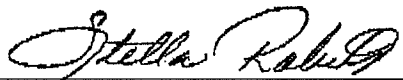
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and enjoyment of the residents in the Subdivision, and the Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the Subdivision provided, however, that each future section of Sterling Green South Subdivision (and any other property or properties included in the Subdivision), to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to an annual maintenance charge and assessment on a uniform, per Lot basis, substantially equivalent to the maintenance charge and assessment imposed hereby, to special assessment provisions consistent with those contained in the Existing Declaration, and further made subject to the jurisdiction of the Association in the manner provided in Article VIII hereof. The uses and benefits to be provided by said Association out of the maintenance fund may include, at its sole option, by way of example and without limitation, any or all of the following: maintaining rights-of-way, easements and esplanades; furnishing and maintaining landscaping, lighting and beautification of the Properties; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; and doing such other things and taking such other actions as are necessary or desirable in the opinion of the Association to keep the Properties and the Subdivision neat and in good order, or which is considered of general benefit to or which is likely to contribute to the health, safety, welfare or enjoyment of the Owners or occupants of the Lots in the Subdivision, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Maximum Regular Annual Assessment. Until January 1, 1981, the maximum regular annual assessment shall be One Hundred Twenty and No/100 Dollars (\$120.00) per Lot, per annum.

(a) From and after January 1, 1981, the maximum annual assessment may be increased each year (beginning with the year 1981), without a vote of the membership, by an amount not in excess of ten percent (10%) of the maximum annual assessment for the previous year.

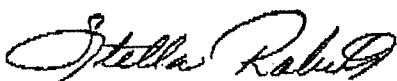
(b) From and after January 1, 1981, the maximum annual assessment may be increased for any year (beginning with the year 1981) by an amount in excess of ten percent (10%) of the maximum annual assessment for the previous year, only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments. The Board of Trustees of the Association, from time to time by the adoption of a resolution for such purpose, subject to ratification by the Members of the Association as hereinafter provided, may levy and impose, against each Lot in the Subdivision, a special assessment for a specific amount, which shall be equal for each such Lot, to create the Special Assessment Fund to be used for purchasing equipment or facilities for any Common Properties or Common Facilities in the Subdivision and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such Common Properties or Common Facilities, including fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it shall be ratified either (i) by the assent in writing of the Members of the Association who in the aggregate then own at least 75% of the Lots in the Subdivision if no meeting of the membership is held for

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ratification, or (ii) by the assent of 75% of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum is present. The Owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided in such resolution.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3. or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3. or 4. shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The quorum requirement for each subsequent meeting called for such purpose shall be one-half (1/2) of the required quorum for the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessments. The Board of Trustees, in its discretion, may fix, by resolution specifying such amount, the regular annual assessment at any amount not in excess of the maximum then permitted under the terms of Section 3. above, and such regular annual assessment for the Lots, when fixed, shall be assessed and paid at the following uniform rates:

(a) The rate for all Lots other than those Lots owned by Declarant, shall be fifty percent (50%) of the regular annual assessment fixed by the Board of Trustees until the first day of the month following completion and occupancy of a permanent residential structure on such Lot; thereafter, such rate shall be one hundred percent (100%) of the applicable regular annual assessment as to such Lot owned by the Owner on whose property such permanent structure has been erected.

(b) The rate for all Lots owned by Declarant shall be separately determined by the Association, but in no event shall such rate be less than fifty percent (50%), nor more than one hundred percent (100%) of the applicable regular annual assessment.

Section 7. Date of Commencement of Regular Annual Assessments; Due dates. The regular annual assessments provided for herein shall commence as to all Lots on the date fixed by the Board of Trustees, in its sole discretion, to be the date of commencement, and the annual assessment period shall be the calendar year. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Trustees shall fix the amount of the regular annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the regular annual assessment shall be sent to every Owner subject thereto. Except as hereinafter provided for Declarant, the due dates (which may be monthly, quarterly, semi-annually or annually) shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The due date for payment of any and all assessments (regular or special) accrued by Declarant for each Lot owned by it shall be the date on which Declarant conveys such Lot to an Owner other than Declarant.

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Section 8. Effect of Nonpayment of Assessments; Remedies of The Association. Any assessment (regular or special) not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien created hereby against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, as it applies to any Lot, shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting mortgage lien, the Association shall give the holder of such mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent assessment(s) upon which the proposed action is based. Upon the request of any such mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. No sale or transfer of a Lot shall relieve the Owner of such Lot from liability for any assessments theretofore having become due or such Lot from the lien thereof.

#### ARTICLE VIII

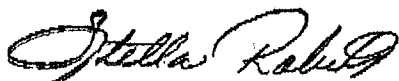
##### General Provisions

Section 1. Term. The covenants and restrictions of this Supplemental Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association and all Owners in the Subdivision of any land subject to the Existing Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2018. Notwithstanding the fact that these covenants and restrictions may be enforced by Owners of other Lots in the Subdivision, during such initial term the covenants and restrictions of this Supplemental Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than ninety percent (90%) of all Lots in the Properties, and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions (if not previously terminated and as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. Notwithstanding the fact that these covenants and restrictions may be enforced by Owners of other Lots in the Subdivision, during such ten (10) year extension periods, the covenants and restrictions of this Supplemental Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than seventy-five percent (75%) of all the Lots in the Properties, and properly recorded in the appropriate records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

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Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no manner affect any of the other provisions, which shall remain in full force and effect.

Section 3. Additions to Existing Property. Additional lands may become subject to the scheme of the Existing Declaration in the following manner:

(a) Additions by Declarant/Approval by FHA/VA. The Declarant, its successors and assigns, shall have the right to bring within the scheme of the Existing Declaration additional properties in future stages of the development of Sterling Green South, upon the approval of the Board of Trustees of the Association, in its sole discretion. Any additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of the Existing Declaration to such property and the execution thereof by members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by the Existing Declaration, must make provision for special assessments consistent with those contained in the Existing Declaration and may contain such complementary additions and/or modifications of the covenants and restrictions contained in the Existing Declaration as may be applicable to the additional lands.

In addition, so long as there shall be a Class B Membership in the Association, any annexations of additional properties as herein provided shall require the approval of the Federal Housing Administration or Veteran's Administration of each future stage of development of the Subdivision and the general scheme of the entire development of the Subdivision. For purposes hereof, approval by the Federal Housing Administration or Veteran's Administration shall be deemed to have been obtained with respect to each future stage of development of the Subdivision upon issuance of the ASP-9 (or VA equivalent) relative to such stage. Further, for purposes hereof, approval by the Federal Housing Administration or the Veteran's Administration shall be deemed to have been obtained with respect to the general scheme of the development of the Subdivision upon receipt by Declarant of a letter from the Federal Housing Administration or Veteran's Administration granting such approval.

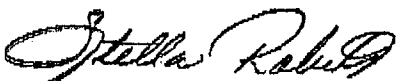
(b) Other Additions. Upon the approval of the Board of Trustees of the Association, in its sole discretion, the owner of the Property who desires to add it to the scheme of the Existing Declaration, and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer

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the covenants and restrictions established by this Supplemental Declaration and all subsequent Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by the Existing Declaration or any Supplemental Declaration.

Section 4. FHA/VA Approval. So long as there shall be a Class B Membership in the Association, and in addition to the actions requiring approval in Section 3. of this Article VIII, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: merger or consolidation of the Association with another association, dedication to the public of common areas, and amendment of this Supplemental Declaration of Covenants, Conditions and Restrictions.

ARTICLE IX

Consent of Board of Trustees of Association

The members of the Board of Trustees of the Association have executed this Supplemental Declaration to evidence the Board's approval of Declarant's election to bring the Properties within the scheme of the Existing Declaration under the authority contained in Article VII, Section 3. thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the members of the Board of Trustees of the Association, have executed this Supplemental Declaration to be effective, this the 17th day of January, 1980.

GIBRALTAR SAVINGS ASSOCIATION

BY

Charles R. Ackerman  
Vice President  
Charles R. Ackerman  
"DECLARANT"

ATTEST:

Sandy Johnson  
Sandy Johnson  
Secretary

James F. Ronnick  
James F. Ronnick, Member,  
Board of Trustees, Sterling Green  
South Community Improvement  
Association, Inc.

Stephen L. Brewster  
Stephen L. Brewster, Member,  
Board of Trustees, Sterling Green  
South Community Improvement  
Association, Inc.

Charles R. Ackerman  
Charles R. Ackerman, Member,  
Board of Trustees, Sterling Green  
South Community Improvement  
Association, Inc.

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THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles A. Guberman, Vice President of GIBRALTAR SAVINGS ASSOCIATION, a savings association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said savings association, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of January, 1980.

My Commission Expires: 12-17-81

Ingeborg Lovell  
NOTARY PUBLIC in and for  
Harris County, T E X A S  
Ingeborg Lovell  
(Print Name)

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

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James F. Ronnick, Member, Board of Trustees of the Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of April, 1979. 1980.



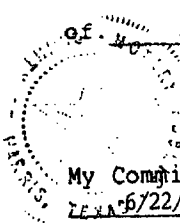
My Commission Expires: 6/22/80

Carmen Wallis  
NOTARY PUBLIC in and for  
Harris County, T E X A S  
Carmen Wallis  
(Print Name)

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen L. Brewster, Member, Board of Trustees of the Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of April, 1979. 1980.



My Commission Expires: 6/22/80

Carmen Wallis  
NOTARY PUBLIC in and for  
Harris County, T E X A S  
Carmen Wallis  
(Print Name)

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Stella Roberts Deputy

