

Upon recording, please return to  
 W Russell Tates  
 Centex Destination Properties  
 2728 N Harwood  
 Dallas, Texas 75201

Cross-Reference to  
 Official Public Records of Real Property  
 Document No 2004054134  
 Galveston County, Texas

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
 AND RESTRICTIONS FOR POINTE WEST**

(Cottages Service Area)

THIS SUPPLEMENTAL DECLARATION is made this 6 day of December, 2004, by Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties (hereinafter referred to as "Declarant")

WITNESSETH

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Pointe West was filed of record on August 11, 2004, as Document No 2004054134, *et seq*, in the Official Public Records of Real Property for Galveston County, Texas (such instrument as amended and supplemented is herein referred to as the "Declaration"),

WHEREAS, pursuant to the terms of Article VII, Section 7 10 of the Declaration, the Declarant may assign the submitted property described on Exhibit "A" to the Declaration to one or more Service Areas as Declarant deems appropriate, in Declarant's discretion, by filing a Supplemental Declaration in the aforesaid records;

WHEREAS, Declarant is the owner of the Lots described on Exhibit "A" attached hereto, which are part of the submitted property, and Declarant desires to designate these Lots as a Service Area, and

WHEREAS, upon such designation, Property Owners Association of Pointe West, Inc (the "Association") shall be required to provide certain benefits or services to these Lots within the Service Area as described herein in addition to those which the Association generally provides to all Lots, and the costs of such benefits or services shall be assessed against these Lots in the Service Area as a Service Area Assessment,

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the Lots described on Exhibit "A" to the provisions of this Supplemental Declaration, which Supplemental Declaration shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Association in accordance with the terms of the Declaration.

RETURN TO JT  
 COMMERCE TITLE COMPANY  
 2728 NORTH HARWOOD  
 IC II, 4TH FLOOR  
 DALLAS, TX 75201

## ARTICLE 1

### Definitions

The definitions set forth in Article II, Section 2 1 of the Declaration are incorporated herein by reference

## ARTICLE 2

### Service Area Designation

The Lots described on Exhibit "A" shall be designated as a Service Area which shall be known as the "Cottages Service Area" Declarant hereby reserves the right, without any obligation, to add other property described on Exhibit "A" to the Declaration to the Cottages Services Area by the recording of a supplemental declaration in the aforesaid index

## ARTICLE 3

### Service Area Maintenance Obligations

3.1 In addition to the maintenance responsibilities of the Association set forth in the Declaration, the Association shall be responsible for performing the following with respect to the Lots within the Cottages Service Area maintenance (including, mowing, fertilizing, pruning and replacing, and controlling disease and insects), of all lawns and landscaping installed by Declarant within the front, rear and side yards of the Lots, specifically excluding landscaping within any enclosed courtyard, patio, fenced or other area not readily accessible from outside the dwelling and any landscaping installed by an Owner after the conveyance of the Lot by Declarant

3.2 All maintenance and repair responsibilities described in this Supplemental Declaration shall be performed by the Association in accordance with the Community-Wide Standard The Board shall determine in its discretion the manner and the frequency of performing such maintenance and repair responsibilities and may establish a rotation or schedule for repairs, as deemed appropriate by the Board

3.3 All other portions of the Lot (and the improvements located thereon) shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus (including all utility lines and associated pipes serving only the Lot) Each Owner and Occupant acknowledges that the architectural design and selected color scheme of the exterior of the dwellings have been carefully chosen and that in order to preserve the appearance of the Lots, all repainting and repair of the exterior of a dwelling by Owner shall be consistent with the original architectural design and color scheme unless approved by the Association and, during the Development and Sale Period, the Declarant

3.4 Costs for the maintenance items set forth herein shall be assessed to the Cottages Service Area as a Service Area Assessment In the event a Lot requires excessive maintenance or repairs due to the negligence or misconduct of the Owner, as determined in the sole discretion of the Board of Directors, such costs shall be assessed to such Lot as a Benefited Assessment

## ARTICLE 4

### Amendment to Supplemental Declaration

4.1 By Declarant This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Article XXI, Section 21 1 of the Declaration

4.2 By the Board of Directors This Supplemental Declaration may be amended by the Board for the limited purpose of complying with HUD or VA requirements for insuring or guaranteeing mortgage loans on the Lots. Any amendment to this Supplemental Declaration as set forth in this Section 4.2 shall be made in accordance with Article XXI, Section 21.2 of the Declaration.

4.3 By Members Article 3 of this Supplemental Declaration may be amended by the Board with the written consent or affirmative vote, or any combination thereof, of Members representing at least seventy five percent (75%) of the Class "A" votes allocated to the Lots within the Cottages Service Area and, during the Development and Sale Period, with the written consent of the Declarant. Any other amendment to this Supplemental Declaration shall be subject to the requirements of Article XXI, Section 21.3 of the Declaration with respect to amendment by Members and shall also require the written consent or affirmative vote, or any combination thereof, of Members representing at least seventy five percent (75%) of the Class "A" votes allocated to the Lots within the Cottages Service Area.

#### ARTICLE 5

##### Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written

DECLARANT:

CENTEX HOMES, a Nevada general partnership, d/b/a Centex Destination Properties

By Centex Real Estate Corporation, a Nevada corporation, its managing general partner

By [Signature]  
Joe Arcisz  
Division President

STATE OF TEXAS )  
COUNTY OF TARRANT )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of December 2004, by Joe Arcisz, Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, a Nevada general partnership, on behalf of said partnership

Heather Moraw  
Notary Public

Print Name Heather Moraw

Notary Public in and for the State of Texas

My Commission Expires April 20, 2008

[Notary Seal]



**EXHIBIT "A"**

All those lots listed below, as identified on the plat for Pointe West Section One, recorded as Document Number 2004052280 in Volume 2004A, Page 122, Plat Records, Galveston County, Texas

- 1 Lots 50 through 81 on Block 1, and
- 2 Lots 1 through 25 on Block 2

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

*Mary Ann Daugh*

2004 DEC 14 10:38 AM 2004082449  
JOHN S \$22.00  
Mary Ann Daugh, COUNTY CLERK  
GALVESTON, TEXAS