

Upon recording, please return to:

W. Russell Toates
Legal Department
Centex Destination Properties
2728 North Harwood
Dallas, Texas 75201

STATE OF TEXAS

COUNTY OF GALVESTON

Cross-Reference to:

Document No. 2004054134
Galveston County, Texas Records

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

(Villas Club Membership)

THIS SUPPLEMENTAL DECLARATION is made this 27th day of October 2005, by Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties ("Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Pointe West in the Official Public Records of Galveston County, Texas in Document No. 2004054134, as supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Pointe West recorded in Document No. 2004082449 of the aforesaid records, as further supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Pointe West recorded in Document No. 2005022914 of the aforesaid records; and by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Pointe West recorded in Document No. _____ of the aforesaid records (which instruments, as further amended and supplemented are herein collectively, the "Declaration");

WHEREAS, pursuant to Section 9.1 of the Declaration, Declarant may impose additional covenants, restrictions and easements on portions of the Community;

WHEREAS, the property described on **Exhibit "A"** attached hereto, and made a part hereof by this reference is part of the Community;

WHEREAS, Declarant desires to submit the property described on **Exhibit "A"** to the covenants, restrictions and easements set forth herein;

WHEREAS, Declarant desires to create a mandatory club and club amenities to be operated and maintained on a club membership basis in a professional, first-class manner for the primary use and enjoyment of the Owners of property described on **Exhibit "A"** and such other persons as may be determined by Declarant;

WHEREAS, it is the intent of the Declarant to create a covenant that touches and concerns the land, that runs with title to the land and that shall be binding on all future owners of the property described on **Exhibit "A"**;

WHEREAS, this Supplement is permitted by law;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby supplements the Declaration as follows:

ARTICLE 1

Definitions

Except as set forth herein, the definitions set forth in Article II, Section 2.1 of the Declaration are incorporated herein by reference and supplemented by adding the following definitions to Article II of the Declaration:

(xx) "Club": Pointe West Club as defined by the Club Documents.

(yy) "Club Documents": Pointe West Resort Membership Agreement, the Membership Plan for Pointe West Club, the rules and regulations promulgated by the Club Owner and all of the instruments and documents referred to therein, as each may be supplemented and amended from time to time.

(zz) "Club Amenities": Certain real property and any improvements and amenities thereon which are located adjacent to or in the vicinity of the Community and which may be owned by the Club Owner or its successors or assigns and are operated by the Club Owner pursuant to the Club Documents. The Club Amenities are hereby designated by Declarant as Private Amenities.

(aaa) "Club Owner": Any entity, which may be Declarant, an Affiliate of Declarant, and/or such other third party determined by Declarant, which owns or operates all or any portion of the Club or the Club Amenities. The Club Owner, initially, shall be PWH Hospitality, LLC, a Texas limited liability company.

ARTICLE 2

Club Membership

A new Article XXII shall be added to the Declaration, which Article shall read as follows:

ARTICLE XXII CLUB MEMBERSHIP

22.1 Club Membership and Other Club Matters.

(a) Applicability. This Article shall apply to the property described on **Exhibit "A"** to the Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Pointe West (Villas Club Membership), as such Exhibit may be amended and/or supplemented from time to time.

(b) Mandatory Resort Membership. Every Owner of a Lot (which term, as defined in the Declaration includes a condominium unit) on the property described on **Exhibit "A"** to this Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Pointe West (Villas Club Membership), other than Declarant, shall maintain, at a minimum, a Resort Membership (as defined by the

Club Documents) in the Club. Should the Club amend the Club Documents to rename the Resort Membership, then the renamed category of membership in the Club Documents shall be deemed to be the Resort Membership for purposes of this Declaration without the need to amend this Declaration to identify the renamed category. Pursuant to the terms hereof and in accordance with the Club Documents, the Club shall issue one (1) Resort Membership for each Lot. If a Lot is owned by more than one (1) Person, the Club may issue additional memberships as provided in the Club Documents; however, only the one (1) Resort Membership may be transferred upon the sale or conveyance of a Lot. Upon the closing of a Lot and in accordance with the Club Documents, the Resort Membership shall entitle the Owner of a Lot and all family members, domestic partner, tenants, renters and guests (collectively, the "Permittees") of such Owner to membership privileges in the Club in accordance with the Club Documents. All Owners of a Lot and their Permittees shall be subject to the usage requirements established by the Club in the Club's sole discretion. Every Owner of a Lot shall be subject to the Club Documents. The Resort Membership does not include any privileges to use any marina at Pointe West. Owners shall have no right of reimbursement or refund for initiation fees or deposits related to the Resort Membership, and the Resort Membership is non-transferable except in connection with the sale of the Lot relating to such Resort Membership.

(c) Mandatory Resort Membership Dues. Every Owner shall be responsible for the payment of any and all dues, fees and other charges established or allocated by the Club presently or in the future in accordance with the Club Documents, including but not limited to annual dues for a Resort Membership (collectively "Resort Dues and Charges"). The obligation to pay the Resort Dues and Charges shall be enforceable pursuant to the terms of the Club Documents and the Declaration. The Club shall be entitled to directly charge and collect Resort Dues and Charges from each Owner of a Lot in accordance with the Club Documents. Resort Dues and Charges shall be payable by each Owner to the Club without offset, diminution or abatement for any reason. By accepting a deed or entering into a contract of sale for a Lot, each Owner is deemed to have notice of liability for the Resort Dues and Charges and to covenant and agree to pay the Resort Dues and Charges as established by the Club.

Unless paid in full when due, Resort Dues and Charges shall be subject to interest, at a rate to be set by the Club (computed from the due date of the Resort Dues and Charges and subject to the maximum interest rate limitations of Texas law), and a monthly service charge of one and one-half percent (1½%), computed from the date of the statement. All such Resort Dues and Charges, together with any interest, applicable service charges, costs of collection and reasonable attorneys' fees shall be the personal obligation of the Owner of such Lot at the time the Resort Dues and Charges arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Resort Dues and Charges due to the Club at the time of conveyance. No Owner of a Lot shall be exempt from liability for Resort Dues and Charges by non-use of the Club Amenities, suspension of such Owners use privileges at the Club, abandonment of such Owner's Lot or any other means, except as may be provided in the Club Documents. The obligation to pay Resort Dues and Charges is a separate and independent covenant on the part of each Owner, which covenant touches and concerns each Lot and runs with title to each Lot.

(d) Lien for Resort Membership Dues. The Club shall have a lien against each Lot to secure payment of delinquent Resort Dues and Charges, as well as

interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Texas law), service charges, costs of collection and reasonable attorneys' fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and (iii) the lien(s) of the Association pursuant to Section 8.7 of this Declaration, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment and judicial or non-judicial foreclosure as permitted under Texas law.

The sale or transfer of any Lot shall not affect the Club's assessment lien or relieve such Lot from the lien for any subsequent Club assessments. No first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid Resort Dues and Charges or other charges which accrued prior to such acquisition of title. Such Mortgagee shall have no right to exercise the Club membership rights appurtenant to the Lot.

22.2 Club Membership Agreement. The Club Owner may require Owners to sign a membership agreement prior to using the Club Amenities. An Owner's failure to sign a membership agreement shall not excuse the Owner from any obligations set forth in the Declaration, as amended, including but not limited to the Owner's obligation to pay the Resort Dues and Charges and such other fees or charges established by the Club and assessed against the Owner's Lot. Use of the Club Amenities shall at all times be subject to the Club Documents.

22.3 Upgraded Membership. The Club may offer a variety of memberships levels over and above the mandatory Resort Membership. If offered, each Owner may be provided the opportunity to upgrade such Owner's Resort Membership, subject to availability and the Club Documents. Any Owner upgrading such Owner's Resort Membership shall receive a credit against the required Resort Membership Dues upon the payment of dues related to the upgraded membership category, but shall not be excused from paying Resort Membership Dues. If an Owner terminates such upgraded membership, the Resort Membership and the obligation to pay Resort Dues and Charges shall continue and shall not be terminated.

ARTICLE 4

Severability

If any provision of this Amendment is held invalid, the validity of the remainder of this Amendment shall not be affected.

ARTICLE 5

Amendment to Supplemental Declaration

5.1 By Declarant. This Supplemental Declaration may be unilaterally amended by Declarant in accordance with Article XXI, Section 21.1 of the Declaration, including without limitation to submit additional property to this Supplemental Declaration.

5.2 By Members. In addition to the requirements of Article XXI, Section 21.3 of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots on the property described on Exhibit "A" to this Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Pointe West (Villas Club Membership).

ARTICLE 6

Declaration

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

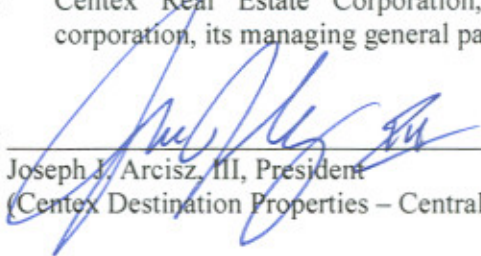
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year written below.

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: 
Joseph J. Arcisz, III, President
(Centex Destination Properties – Central Division)

[CORPORATE SEAL]

STATE OF TEXAS

COUNTY OF Collin

This instrument was acknowledged before me on the 27 day of October, 2005, by Joseph J. Arcisz, III, President (Centex Destination Properties – Central Division) of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, on behalf of said partnership.


Notary Public, State of Texas

Commission Expiration Date: 5-24-09

[Notary Seal]

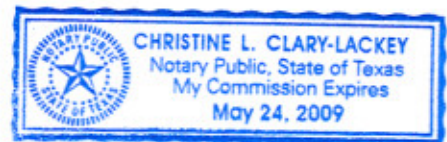


EXHIBIT "A"

ALL THOSE TRACTS OR PARCELS OF LAND shown and designated as Lot Portions 2,3,4 and 5, on that certain Plat of Pointe West Section One-C, a subdivision in Galveston County Texas, as per the map or plat thereof recorded in Map No. 2004A Page 126 of the Map Records of Galveston County Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2005 NOV 02 04:31 PM 2005075906
JOHN_S \$26.00
Mary Ann Daigle ,COUNTY CLERK
GALVESTON, TEXAS