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AMERICAN TITLE - D.1  
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**SEABROOK ISLAND, SECTION TWO ANNEXATION AND SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions and Annexation (hereinafter "Annexation Declaration") is made this 3 day of November, 1999 by Taylor Lake Holdings, Inc., a Texas corporation and Taylor Lake Development, Inc., a Texas corporation.

WHEREAS, on the 21<sup>st</sup> day of June, 1999, Taylor Lake Holdings, Inc. (hereinafter "Section One Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration") applicable to Seabrook Island, Section One, a subdivision in the City of Seabrook, Harris County, Texas, according to the plat thereof recorded under Clerk's File No. T428191 in the Map Records of Harris County, Texas, which Declaration is recorded under Clerk's File No. T810119 in the Real Property Records of Harris County Texas;

WHEREAS, by the terms of said Declaration, property subject to the Declaration is placed within the jurisdiction of the Seabrook Island Homeowners Association, Inc. (hereinafter "Association");

WHEREAS, Article II, Section 2 of the Declaration allows for additional land to be to be annexed into the jurisdiction of the Association by Section One Declarant during the Development Period and made subject to the Declaration with such additions and modifications of the provisions of the Declaration as the Declarant may determine to be necessary to reflect the different character of Section Two;

WHEREAS, the Development Period has not ended;

WHEREAS, Taylor Lake Development, Inc. (hereinafter "Section Two Declarant") the developer and sole owner of Seabrook Island, Section Two, a subdivision in Harris County, Texas according to the plat thereof recorded under Clerk's File No. T793037 in the Map Records of Harris County, Texas desires that Section Two be placed within the jurisdiction of the Association and made subject to the Declaration with some additions and modifications; and

WHEREAS, Section One Declarant desires that Section Two be placed within the jurisdiction of the Association and made subject to the Declaration with some additions and modifications.

NOW THEREFORE, Section One Declarant joins Section Two Declarant and they both hereby declare that:

1. Seabrook Island, Section Two (hereinafter "Section Two") is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Association in accordance with the terms and conditions

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of the Declaration.

2. Article I of the Declaration defines the terms used in the Declaration. The annexation of Section Two necessitates the creation of the Section Two Committee and the addition of the definition of that term which definition is as follows:

"Section Two Committee" shall mean and refer to a three person committee elected biannually by the Owners of Lots in Section Two which, after the end of the Development Period, shall be charged with serving as the Architectural Review Committee for Section Two, publishing Design Guidelines for Section Two and overseeing the levying and expenditure of the Private Streets Assessments collected by the Association.

3. Article VI of the Declaration provides for the levying and collection of assessments and secures the payment thereof by a lien. Owners in Section Two by acceptance of a deed to a Lot in Section Two, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association an assessment for maintenance of the gate and the private streets in Section Two (hereinafter "Private Street Assessment") in addition to the other assessments described in Article VI of the Declaration. The Private Street Assessment shall be collected, secured and in all matters treated as described in Article VI. Provided however, that the fund collected as a result of the street assessment shall be expended only for lighting, maintenance and repair of the private streets and gate. The rate of the Private Street Assessment shall be set by the Section Two Committee and the expenditure by the Association of funds for maintenance and repair of the private streets and gate shall be at the suggestion of and with the approval of the Section Two Committee.

4. Article VIII of the Declaration provides for architectural and design review by an Architectural Review Committee appointed by the Declarant during the Development period and composed of the members appointed by the Board of Directors after the Development Period. The architectural and design review process for Section Two will be a separate but parallel process. The Declarant appointed committee will control during the Development Period but the Section Two Committee will serve as the Architectural Review Committee for Section Two after the Development Period. The Section Two Committee, when serving as the Architectural Review Committee for Section Two, shall have all of the powers and duties specified in Article VII.

5. It is hereby declared and covenanted that ALL ORIGINAL CONSTRUCTION IN SECTION TWO MUST BE PERFORMED BY AVALON ESTATE HOMES, CLASSIC BUILDERS, HARBOUR CLASSIC HOMES OR MASTERPIECE BUILDERS, INC.

6. Article VIII, Section 2 of the Declaration provides that no Residence or other Improvement shall be erected, placed or maintained on any Lot until approval is received from the Architectural Review Committee. Paragraph 4 hereinabove provides that the Section Two Committee will serve as the Architectural Review Committee for Section Two after the end of the Development Period. It is understood that bulkheads, and waterfront structures, including but not limited to boat lifts and boat slips, are Improvements which require approval under this Article.

7. Article VIII, Section 9 of the Declaration provides that construction must begin within one year of the date of approval by the Architectural Review Committee or the approval is revoked. In Section Two construction must be started within one year of the date of purchase of the property. If construction is not commenced within that time, the Owner must offer the property to Section Two Declarant for sale at the purchase price plus interest that has accrued on that amount at the rate of 8% per annum.

8. Article IX of the Declaration sets out covenants protecting the property values in Seabrook Island. It is understood that the integrity of the bulkheads in Section Two is critical to property values in Seabrook Island. It is the obligation of Owners in Section Two to properly maintain and repair the bulkheads on their property. Bulkheads may not be allowed to deteriorate.

9. It is hereby covenanted and declared that the following restrictions shall apply to boats, boat covers and canopies:

a. Boat Types - All boats permanently or semi-permanently kept in a waterfront structure shall be for the personal, private, non-commercial use of property owners. No live aboards, nor occupancy of any boat as a residence, nor any use of toilet or washbasin facilities is permitted while at the waterfront structure. Any boat which sits out of the water higher than eight feet (8') must be submitted to and approved by the Architectural Review Committee during the Development Period and Section Two Committee after the Development Period. All boats shall be maintained in a neat and clean manner and shall present an attractive appearance.

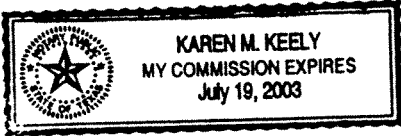
b. Boat Covers - All boat covers must be custom fitted and must be in a neutral color approved by the ACC. The use of tarps or other loose fitting materials as boat covers is prohibited.

Nothing herein contained is intended or shall be construed to amend the Declaration other than (i) to add and annex Seabrook Island, Section Two as stated above and (ii) to add to the Declaration certain restrictions with regard to Section Two to reflect the different character of

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me by Philip Newton, President of Taylor Lake Development, Inc., a Texas corporation, on this 3 day of November, 1999, on behalf of said corporation.



Karen M. Keely  
Notary Public - State of Texas

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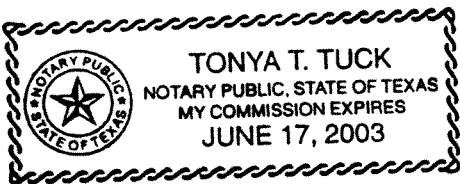
INTERNATIONAL BANK OF COMMERCE

BY [Signature]  
Jeff Samples  
(Print Name and Title)

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me, on the 1st day of November, 1999, by Jeff Samples, Executive Vice President of International Bank of Commerce, on behalf of said bank and in the capacity stated.



Tonya T. Tuck  
Notary Public - State of Texas

Section Two.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Lender herein set forth, have set their hands and seals this 3 day of November, 1999.

SECTION ONE DECLARANT: TAYLOR LAKE HOLDINGS, INC. 105

ATTEST:  
By: [Signature]  
Secretary

By: [Signature]  
Wade Miller, President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me by Wade Miller, President of Taylor Lake Holdings, Inc., a Texas corporation, on this 4<sup>th</sup> day of November, 1999, on behalf of said corporation.



[Signature]  
Notary Public - State of Texas

SECTION TWO DECLARANT: TAYLOR LAKE DEVELOPMENT, INC. 105

ATTEST:  
By: [Signature]  
Secretary

By: [Signature]  
Philip Newton, President

FILED  
1999 NOV -5 PM 12:16  
[Signature]  
COUNTY CLERK  
HARRIS COUNTY, TEXAS