

FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEAR CREEK MEADOWS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

WHEREAS, that certain Declaration of Covenants, Conditions and Restriction of Clear Creek Meadows (the "Declaration") dated July 18, 2000 was recorded in the Office of the County Clerk of Galveston County, Texas, under Clerk's File No. 2000035972 on July 19, 2000 at 4:13 pm and subjects real property known as Clear Creek Meadows a subdivision in Galveston County, Texas (the "Subdivision") to the covenants, conditions, restrictions, easements, charges and liens set forth in Declaration; and

WHEREAS, Article 8 is added pursuant to Article 3.20 and 3.22 and shall read as follows:

ARTICLE 8
MAINTENANCE ASSESSMENTS

8.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the subdivision hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) other charges assessed against an Owner of his Lot as provided in Section 3.15 of this Declaration, such assessments and charges to be established and collected as herein provided. The annual and special assessments, as well as the other charges described in Section 3.15 and 4.1 of this Declaration, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment and other charges, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned Lot unless expressly assumed in writing.

8.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the

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FRIENDSWOOD, TEXAS 77546

Property, for the improvement, maintenance and management of any Common Area and Common Facilities of the Association as well as any esplanades or landscaped areas within street rights-of-way designated by the Board of Directors of the Association as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the Common Area and Common Facilities, if any; constructing and maintaining parkways, right-of ways, easements, esplanades, Common Area, and other public areas; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, if desired; caring for vacant lots and doing other things or things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and Director and Officer liability insurance in amounts deemed proper by the Board of Directors of the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously from the date of conveyance of the first Lot by Declarant to an Owner. Lots which are or at any time have been occupied, shall be subject to the annual assessment determined by the Board of Directors according to the provisions of Section 8.3. Lots which are not and have never been occupied, and which are owner by a Declarant or the person who built (or causes to be built) the residential dwelling on the Lot, shall be subject to an annual assessment equal to one-half (1/2) of the annual assessment applicable to occupied Lots. The rate of assessment for any calendar year for any individual Lot, will change within that calendar year as the character of ownership and the status of occupancy changes, however, once any Lot has become subject to assessment at the full rate, it shall not thereafter revert to assessment at the lower rate. The applicable assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year.

* 8.3 Maximum annual assessment.

- (a) The annual assessment for the calendar year 2000 (the "Initial Assessment") is hereby established to be \$250.00. Any provisions of this Declaration to the contrary notwithstanding, the Initial Assessment shall be prorated for the date this Declaration is recorded in the Real Property Records of Galveston County, Texas to December 31, 2000, and shall be payable on a Lot by Lot

basis simultaneously with the conveyance of each Lot by Declarant to an Owner, whether such conveyance occurs during 2000 or thereafter.

- (b) The annual assessment for the calendar year 2001 shall be established by the Board of Directors (the "Board of Directors") and may be set in any amount not in excess of \$500.00 per year, irrespective on the Initial Assessment (and the annual assessment for each subsequent calendar year) at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing pursuant to Section 5.1(a). Maintenance fees are due on January 1 of each year will be the same as the established for the preceding year, and such annual assessment shall continue unchanged from year to year until the Board of Directors established a new annual assessment in accordance with the provisions hereof.
- (c) From and after January 1, 2001, the maximum annual assessment may be increased each year by a majority vote of the Board of Directors of the Association only to an amount which is not more than ten percent (10%) above the assessment for the previous year.
- (d) From and after January 1, 2001, the maximum annual assessment may be increased by more than ten percent (10%) of the previous year's assessment only if the increase is approved by the affirmative vote of two-thirds (2/3) of those members who are voting, in person or by proxy, at a meeting duly called for the purpose of considering such increase. Subject to the provisions of Section 8.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, the date of the signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door to door canvas. Upon levying of any increased assessment pursuant to the provision of this Section 8.3, the Association shall cause to be recorded in the Official Public Records of Real Property of Galveston County, Texas, a sworn and acknowledged affidavit of the President (or any Vice President) and the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of members of the date of the voting, the quorum required, the number of votes represented, the number voting "for" and "against" the levy, the amount of the increased assessment so authorized, and the date by which the increased assessment must be paid in order to avoid being delinquent.

8.4 Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, included fixtures and personal property related thereto, provided any such assessment shall have the approval of two thirds (2/3) of the votes of those

members who are voting in person or by proxy at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 8.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door to door canvas. Upon the levying of any Special Assessment pursuant to the provisions of this Section 8.4, the Association shall cause to be recorded in the Real Property Records of the Galveston County Clerk's Office, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of members as of the date of the voting, the quorum required, the number of votes represented, the number voting "for" and "against" the levy, the amount of the Special Assessment authorized, and the date by which the Special Assessment must be paid in order to avoid being delinquent.

8.5 Notice and Quorum for any Action Authorized Under Paragraphs 8.3 and 8.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 8.3 and 8.4 shall be sent to all members not less than fifteen (15) 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 twenty percent (20%) of all votes 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 preceding meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the members is conducted by mail or door to door canvas, the approval of two thirds (2/3) of the total membership is required.

* 8.6 Effect of Nonpayment of Assessments. Any assessment, annual or special, or other charges assessed in accordance with Sections 3.15 and 4.1 not paid within thirty-one (31) days after due date shall bear interest from the due date at a rate of ten percent (10%) per annum on the unpaid balance. The Association may bring an action at law against the Owner personally obligated to pay the same, or effect foreclosure judicially or non-judicially in the manner and after giving notice as described in Section 51.002 of the Texas Property Code, as the same may be amended from time to time, however, non-judicial foreclosure may not be taken against any interest held by the federal government. No Owner may waive or otherwise escape liability for any assessments or other charges provided for herein by non-use of the Common Area, if any, or abandonment of his Lot.

8.7 Subrogation of the Lien to Mortgages. All regular and special maintenance charges or assessments and other charges, as hereinafter provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all

improvements thereon, for the benefit of the Association. The lien hereby created shall be subordinate and inferior to:

- (a) All liens for taxes or special assessments levied by the City, County and State governments, or any political subdivision or special district thereof; and
- (b) All liens securing amounts due or to become due under any mortgage, vendor's lien, or deed of trust filed for record prior to the date payment of any such charges or assessments became due and payable; and
- (c) All liens, including, but not limited to, vendor's liens, deed of trust and other security instruments which secure any loan made to an Owner for any part of the purchase price of any lot or for any part of the cost of constructing, repairing, adding to, or remodeling the improvements and appurtenances situated on any Lot.

Any foreclosure of any such superior lien under the power of sale or any mortgage, deed of trust or security instrument, or through Court proceedings, shall cut off and extinguish the liens securing maintenance charges or assessments which become due and payable prior to the date of such foreclosure but no such foreclosure shall free any Lot from the lien securing assessments thereafter become due and payable, nor shall the liability of any member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure be extinguished by any such foreclosure.

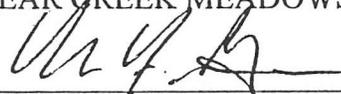
Each Owner, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, or deed in lieu, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association and its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

8.8 Future Sections. The Association shall use the proceeds of the assessments for the use and benefit of all residents of the Property, provided, however, that any additional property made a part of the Property by annexation under 9.7 of this Declaration, to be entitled to the benefit of this maintenance fund, must be impressed with the subjected to the annual maintenance charges and assessment on a uniform per Lot basis equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association.

EXECUTED this 9th day of August, 2000.

DECLARANT:

CLEAR CREEK MEADOWS, LTD.

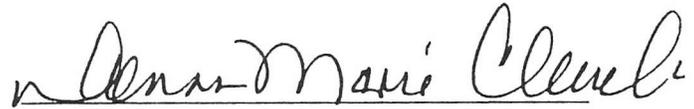


By: Tracy F. Goza, President
ACIP, Inc., General Partner

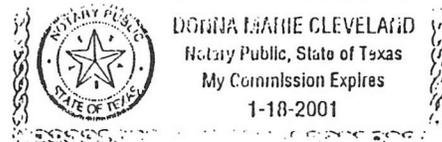
THE STATE OF TEXAS

THE COUNTY OF ~~GALVESTON~~ HARRIS

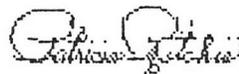
This instrument was acknowledged before me on the 9th, day of August, 2000, by Tracy F. Goza, President of ACIP, Inc., General Partner for Clear Creek Meadows, Ltd. A Texas Limited Partnership.



Notary Public, State of Texas



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GALVESTON, TEXAS

RECORDER'S MEMORANDUM

At the time of recordation, this Instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CLEAR CREEK MEADOWS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions of Clear Creek Meadows (the "Declaration") dated July 18, 2000, was recorded in the Office of the County Clerk of Galveston County, Texas, under Clerk's File No. 2000035972 on July 19, 2000, and subjects real property know as Clear Creek Meadows, a subdivision in Galveston County, Texas (the "Subdivision") to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration;

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions of Clear Creek Meadows was amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions of Clear Creek Meadows under Clerk's Film Code 014-80-1115;

WHEREAS, the First Amendment to Declaration of Covenants, Conditions and Restrictions added Article 8 titled Maintenance Fees to the Declaration of Covenants, Conditions and Restrictions of Clear Creek Meadows;

WHEREAS, the Clear Creek Meadows Community Association, Inc. held a meeting on 12-16-, 2003, for the purpose of amending Article 8, Section 8.6 of the Declaration of Covenants, Conditions and Restrictions;

WHEREAS, the meeting was properly noticed and the required quorum was present and pursuant to Article 7.2 of the Declaration of Covenants, Conditions and Restrictions the members of Clear Creek Meadows Community Association, Inc. properly voted to amend Article 8, Section 8.6; and

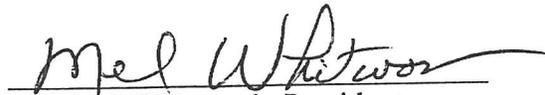
NOW THEREFORE, Article 8, Section 8.6 is amended and shall read as follows:

8.6 Effect of Nonpayment of Assessments. Any assessment, annual or special, or other charges assessed in accordance with Sections 3.15 and 4.1 not paid within thirty-one (31) days after due date shall be assessed a late penalty payment of \$25.00 per month until the unpaid assessment, annual or special, or other charges are paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same, or effect foreclosure judicially or non-judicially in the manner and after giving notice as described by Section 51.002 of the Texas Property Code, as the same may be amended from time to time, however, non-judicial foreclosure may not be taken against any interest held by the federal government. No Owner may waive or otherwise escape liability for any assessments or other charges provided for herein by non-use of the Common Area, if any, or abandonment of his Lot.

019-88-2606

Executed this 2 day of Feb., 2004.

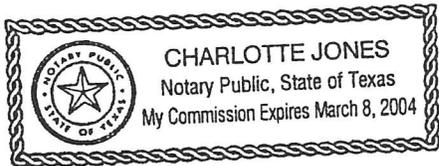
CLEAR CREEK MEADOWS
COMMUNITY ASSOCIATION, INC.



By: Mel Whitworth, President
Clear Creek Meadows Community Association, Inc.

The State of Texas §
 §
County of Galveston §

This instrument was acknowledged before me by Mel Whitworth, President of Clear Creek Meadows Community Association, Inc., a Texas Non-profit Corporation on this 2 day of Feb., 2004.

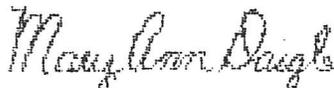

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Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

014-74-0258

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CLEAR CREEK MEADOWS

THE STATE OF TEXAS
COUNTY OF GALVESTON

This Declaration made on the date hereinafter set forth by Clear Creek Meadows, ltd., a Texas Limited Partnership, having their principal offices in Houston, Harris County, Texas, hereinafter called "Declarant".

W I T N E S S E T H :

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against a portion of such property known as Clear Creek Meadows, a subdivision in the City of League City, Galveston County, Texas, according to the map or plat thereof recorded in file #2000003256 of the map or Plat Records of Galveston County, Texas, (the "Property" as hereafter defined) in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of the lots in the Property.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon Clear Creek Meadows and declares the following

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FRIENDSWOOD, TEXAS 77546

reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and for the welfare and benefit of the Owners of the lots in the Property, which reservations, easements, covenants, restrictions and conditions 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 for the welfare and protection of property values.

ARTICLE I.

DEFINITIONS

Wherever used in this Declaration, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise:

1.1 "Property" shall mean and refer to Clear Creek Meadows, as more fully shown on the plat thereof recorded in file #2000003256 of the map or Plat Records of Galveston County, Texas.

1.2 "Lot" and/or "Lots" shall mean and refer to the Lot shown upon the recorded Subdivision Plat which are restricted hereby to use for residential purposes, excluding specifically the Common Area or Reserves.

1.3 "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having any interest in the mineral estate.

1.4 "Subdivision Plat" shall mean and refer to the map or plat of Clear Creek Meadows, recorded in file #2000003256 of the map or Plat Records of Galveston county, Texas.

1.5 "Architectural Control Committee" (hereinafter referred to as "ACC") shall mean and refer to the Clear Creek Meadows Community Association, Inc., provided for in Article IV hereof.

1.6 "Association" shall mean and refer to the CLEAR CREEK MEADOWS COMMUNITY ASSOCIATION, INC., its successors and assigns, as provided for in Article V hereof.

1.7 "Declarant" shall mean and refer to CLEAR CREEK MEADOWS, LTD., a limited partnership composed of ACIP, Inc., LinGo Properties, Inc, L. F. Goza, TFG Properties, L.L.C., Cervelle Custom Homes, Ltd., a Texas Limited Partnership, and its successors and assigns to whom the rights of the Declarant are expressly assigned in writing.

1.8 "Common Area" shall mean and refer to all those areas of land within the Property as shown on the Subdivision Plat, except the Lots and the public street shown thereon, together with such other property as the Lot Owner may, at any time or from time

to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. Reference herein to "the Common Area" shall mean and refer to Common Area as defined respectively in the Declaration and all Supplemental Declarations. Common Area also includes any pipeline easements, drainage easements, utility easements not within platted lots, and recreational reserves.

1.9 "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the 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 this 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; gates; common driveways; landscaping; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility)" shall mean and refer to Common Facilities as

defined respectively in the Declaration and all Supplemental Declarations.

ARTICLE II.

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Property, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision 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 said property or any part thereof, whether specifically referred to in such contract, deed or conveyance.

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

2.3 Neither Declarant nor any utility company using the easements or rights-of-way as shown on the Subdivision Plat, or

that may otherwise be granted or conveyed covering the Property, or any portion thereof, shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by any of such easements or rights-of-way.

2.4 It is expressly agreed and understood that the title to any Lot or parcel of land within the Property conveyed by Declarant by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or cable purposes and no deed or other conveyance of the Lot shall convey any 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 Property or other lands appurtenant thereto. The right 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, is hereby expressly reserved to Declarant.

ARTICLE III.

USE RESTRICTIONS

3.1 Land Use and Building Type. All Lots shall be known and described as Lots for single family 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 detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and must have a detached or attached garage capable of housing not less than two (2) or more than four (4) cars. As used herein, the term "single family residential purposes" shall be construed to prohibit the use of said Lots for mobile homes, duplex houses or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

The following specific restrictions and requirements shall apply to all Lots in the Property.

(a) Outbuildings:

Provided the express written consent of the ACC is secured prior to installation and placement on a Lot, one (1) lawn storage building and/or one (1) children's playhouse, each limited in maximum height to eight feet (10') from ground to highest point of structure, may be placed on Lot. Otherwise, no building or structure of any kind shall ever be moved onto any Lot. It is intended hereby that, unless otherwise specifically approved pursuant to Article IV hereof, only new construction shall be placed and erected on any Lot within the Property. Any carports must be constructed with the same material as garage and not extend in front of the front

building line.

(b) Garages:

No garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the housing of a minimum of two (2) automobiles at all times. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

(c) Exterior Walls:

No residences shall have less than 51% brick, or equivalent masonry construction, on its exterior wall area. Detached garages may have wood siding of a type and design approved by the ACC or its designated representative. The interior walls of attached garages must have sheetrock or similar wall board.

(d) Roof Materials:

Unless otherwise approved in accordance with the last sentence of this subsection (d) the roof of all buildings on the Property shall be constructed or covered with wood shingles, asphalt composition shingles of 235 pound or heavier weight, or fiberglass composition shingles of 225 pound or heavier weight. The color of any composition shingles shall be of wood tone, earthtone or in harmony with earthtone and shall be subject to written approval by the ACC prior to installation. Any other type roofing material may be used only if approved in writing prior to installation by the ACC.

(e) Air Conditioners:

No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or on any Lot, except in temporary buildings or detached garages, and then only if approved in writing by the ACC prior to installation or placement.

3.2 Minimum Square Footage Within Improvements. Each one story dwelling constructed on a Lot shall contain a minimum of One Thousand (1,000) square feet of livable area, exclusive of open porches and garages, and each multi-story dwelling shall have a least One Thousand (1,000) square feet of livable area situated on the ground floor, with a minimum of One Thousand Five Hundred (1,500) square feet of livable area.

3.3 Landscaping. The Homeowner or Builder of each Lot, as a minimum, (~~prior to completion~~) of the construction of a residential dwelling shall (i) solid sod with grass the area between his residential dwelling and the curb line(s) of the abutting street(s), and (ii) plant no less than two (2) trees at least four inches (4") in diameter, and (iii) plant a minimum of ten (10) two gallon shrubs. The grass and trees shall be of a type and within standards approved by the ACC.

3.4 Sidewalks. No sidewalk, walkway, improved pathway, deck, patio, driveway or other improvement shall be constructed on any Lot unless and until the plans and specifications therefor are

submitted to and approved by the ACC as provided in Article IV below. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb six (6) feet from and "outside" the property line along the entire fronts of all Lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

3.5 Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the ACC. The main residential structure shall be located no less than ten (10) feet from the rear property line. Subject to the provisions of Section 3.6 below, no part of the house building or garage shall be located nearer than five (5) feet in a side Lot line. Any detached garage located a distance of sixty-five feet (65') or more from the front property line of a Lot may be located not less than three feet (3') from an interior side Lot line. Notwithstanding any provision hereof to the contrary, no building or structure constructed on a Lot shall be allowed to encroach upon another Lot or to be situated closer than ten feet (10') to a building or structure on any adjoining Lot. Unless otherwise approved in

writing by the ACC, each main residential building shall face the front of the Lot. For the purpose hereof, the term "front Lot line" shall mean the property line of a Lot that is adjacent and contiguous to a street or road shown on the Subdivision Plat, or if two or more property lines are adjacent to a street, the "front Lot line" shall be the property line adjacent to a street that has the shortest dimension, and the term "street side Lot line" shall mean and refer to all property lines of any Lot that are adjacent to a street except the front Lot line, and the "interior side Lot line" shall mean and refer to all property lines other than the front Lot line and the street side Lot line. For the purposes of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building; provided, however, this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the ACC, each main residential building shall face the front building line.

3.6 Composite Building Site. Subject to the approval of the ACC, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot

lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than forty-five feet (45').

3.7 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No obnoxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is not applicable in regard to the normal sales activities required to sell new homes in the subdivision and the lighting effects utilized to display the model homes.

3.8 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which are constructed with prior express written consent of the ACC; provided, however, Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Lots or Reserves as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property. Such facilities may include, but not necessarily be limited to, sales

and construction offices storage area, model units, signs and portable toilet facilities. Garages, if used during the development phase or new home construction as a sales office, are permissible provided it is converted to a regular garage capable of housing a minimum of two (2) automobiles prior to conveyance for occupancy by homeowner.

3.9 Playhouses, Pools, or Other Amenity Structures. No above ground pools are permitted at all on any lots. Playhouse or fort style structures are limited to a maximum overall height of ten feet (10') and an above ground grade deck maximum height of forty-two inches (42"). The intent of this provision is to offer optimum private enjoyment of adjacent properties. Additionally, playground equipment of any type or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by fence in accordance with paragraph 3.13.

3.10 Storage of Automobiles, Boats, Trailers and Other Vehicles. No vehicle with or without motor may be parked or stored on any part of any Lot, easement, right-of-way, or common area unless such vehicle is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure, except passenger automobiles, passenger vans or pick-up trucks that: are in operating condition, have current license plates and inspection stickers; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not

exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length, and may be parked in the driveway on such Lot. No non-motorized vehicle; trailer, boat, marine craft; hovercraft; aircraft; machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or common area unless such object is concealed from public view inside a fence or inside a garage provided the doors may be closed and secured or other approved enclosure. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Property. No motor bikes, motorcycles, motor scooters, "Go-Carts" or other similar vehicles shall be permitted to be operated on the Property. If a complaint is received about a violation of any part of this section, the ACC will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of subdivision facilities or a house or houses in the immediate vicinity.

3.11 Mineral Operations. No derrick or other structures designed for the use in boring for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, nor shall any tanks be permitted upon any Lot.

3.12 Animal Husbandry. No animals, snakes, livestock or

poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No more than two common household pets will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined on the homeowner's back Lot inside a fenced area or within the designated property lines of the Lot. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. Pets must be on a leash when away from Lot.

3.13 Walls, Fences, and Hedges. No hedge in excess of three feet (3') in height, walls or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six feet (6') in height. All fences and walls shall be of cedar construction or better. No chain link fence type construction will be permitted on any Lot.

3.14 Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two feet (2') and eight feet (8') above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten feet (10') from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

3.15 Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, which materials and equipment shall be stored so as not to be visible from any street.

The drying of clothes in public view is prohibited. The Owner or occupants of any Lot shall construct and maintain a fenced drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, wood piles, or storage piles shall be kept screened by a fenced service yard or other similar facilities so as to conceal them from view of neighboring lots, any street or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the 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.

In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days written notice thereof, being placed in the U.S. Mail without the requirement of certification, Declarant or its assigns shall, without liability to the Owner or occupant, enter upon said Lot and cause to be cut such weeds, and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may reasonably charge the Owner or occupant of such Lot for the cost of the work. Minimum standards are defined for any property wherein the grass exceeds the height of 6" or weeds not to be consistent with the standard of surrounding properties. Further, Declarant or its assignee reserves the right to contract or arrange for regular garbage pick up service for the Lot Owners. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work or service immediately upon receipt of a statement, the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for

herein.

3.16 Signs, Advertisements, Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. Declarant shall have the right to remove any non-conforming sign, advertisement or billboard or structure which is placed on a Lot and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith arising from such removal. The right is reserved for builders, provided consent is obtained from the Declarant or its assignee, which cannot be reasonably withheld, to construct and maintain signs, billboards, or advertising devices for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builder.

3.17 Antennas. No electronic antenna or device of any type other than an antenna for receiving normal television signals, 4' satellite dish, and/or F.M. signals shall be erected, constructed, placed or permitted to remain on any Lot, or house, or garage, or building constructed on any Lot. Television antennas may be located inside of the attic so as to be completely concealed from public view. Additionally, no antenna, radio, T.V. tower, satellite dish, or antenna of any type or style shall be erected on

any Lot as a free-standing structure or be erected and supported by any type of guy wires.

3.18 Noise. Except in an emergency or when unusual circumstances exist, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

3.19 Underground Electric Service. An underground electric distribution system will be installed in the subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all the Lots which are platted in the subdivision at the execution of the agreement between Reliant HL&P Power Company and Declarant. The Owner of each Lot containing a single dwelling unit shall, at his 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 to be made available by the electric company at a point designated by electric 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 plat of the subdivision 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 Homeowner's reciprocal easements providing for the 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 shall, at his 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.

3.20 Deviations in Restrictions. The Declarant, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing. Any deviations granted must be in the spirit and intent of the welfare of the overall community.

3.21 No Liability. Neither Declarant, nor the respective agents, employees and architects, shall be liable to any

Owner or any other party for any loss, claim or demand asserted on account of the administration of these restrictions or the performance of the duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to the intent of this Declaration. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residence structure. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot by the Owner in the subdivision shall be deemed a covenant and agreement on the part of the Owner, and the Owner's heirs, successors and assigns, that Declarant, as well as his agents, employees and architects, shall have no liability under this Declaration except for willful misdeeds.

3.22 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is not nearly in accord with the general purposes and objectives of this Declaration shall govern and may be corrected or clarified by Declarant's preparation, execution and

recording of a supplemental to the Declaration.

ARTICLE IV.

4.1 Architectural Control Committee. The Architectural Control Committee (hereafter referred to as "ACC") shall consist of three (3) members who shall be initially appointed by the Declarant. The initial members shall be Tracy F. Goza, L. F. Goza and Kevin Holland. In the event, of the death, resignation or removal of any initial or subsequent member of the ACC, the remaining member or members, or the Designated Representative if there is no remaining member shall have the power to appoint successor member(s) to the ACC. Any member of the ACC may be removed with or without cause by the vote of a majority of the remaining members of the ACC, and in the event of a tie vote the Designated Representative may cast the deciding vote. The ACC may from time to time appoint a Designated Representative to act on its behalf. The initial Designated Representative of the ACC shall be Tracy F. Goza. After such time as there has been built and constructed on each and every Lot in the subdivision a residential dwelling and related improvements, or at such earlier time as the ACC may elect, the duties and responsibilities of the ACC shall be assumed by, and its powers assigned to, the Board of Directors of the Association. At the time the ACC ceases to serve as the ACC (at the completion of the conditions set forth above or at such earlier time as the ACC may elect), it shall assign the rights and

powers, duties and obligations of the ACC to the Board of Directors of the Association, such assignment to be evidenced by an instrument in writing, executed and acknowledged by the members of the ACC or its Designated Representative, and filed of record in the appropriate records of the County Clerk of Galveston County, Texas. The address for submission of applications for architectural review may change from time to time.

4.2 Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Clear Creek Meadows ACC. 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 ACC, or its designated representative prior to the commencement of construction. The ACC may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect as its entire discretion. In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the

requirement of this Section will be deemed to have been fully complied with as long as any alterations, construction or renovations are completed within the guidelines provided within these restrictions or any amendments hereto. However, should an Owner move forward with any such construction, alterations or exterior changes without compliance by written application for Architectural Review, Owner will be in violation of the restrictions and shall acknowledge the potential obligation of removal of such improvements. Should this occur, the ACC will be permitted up to one hundred twenty (120) days for response for any submission for approval after the fact of completion. The ACC has the right to obtain a restraining order or pursue any other process within the law to terminate or halt construction in progress which has not been approved by the ACC. The ACC shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. All reasonable enforcement costs and attorney's fees incurred by the ACC in connection with the ACC's exercise of the right to obtain restraining orders and/or temporary or permanent injunctions under this Section 4.2 shall be recoverable against the Owner and/or occupant in violation of this Declaration and the provisions hereof. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the residence on a Lot to pay all such reasonable costs of enforcement and attorney's fees immediately

upon receipt of a statement thereof. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such Lot and shall become a charge thereon which shall be collectible in the same manner as the regular annual maintenance charges provided for herein. In connection with its review and approval of the plans and specifications and plot plan as provided in this Declaration, it is expressly provided that the ACC shall have the authority to grant variance to allow encroachments upon and across building setback lines established pursuant to Section 3.5 hereof, and to permit other deviations from the specific requirements and limitations of this Declaration in those matters as to which the ACC is given approval authority. Any such variance or permission must be evidenced in writing signed by a majority of the ACC or by the Designated Representative thereof, and may be given or withheld in the sole and absolute discretion of the ACC or the Designated Representative, based on subjective or aesthetic reasons.

4.3 Minimum Construction Standards. The ACC may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve only as a minimum guideline and the ACC shall not be bound thereby or prohibited from imposing additional (even more stringent) requirements or adopting amendments to the Minimum Construction Standards to relax, reduce or otherwise modify such

standards from time to time.

4.4 Remodeling, Renovation and Redecoration of Exterior Walls. No remodeling, renovation or redecoration of any exterior wall of any building on a Lot which in any manner changes the visual appearance of such exterior wall (including but not limited to changing the color, appearance, texture or reflective character of any exterior surface; the addition or alteration of shutters, awnings or other window coverings; or the addition of wall applications) shall be allowed until the plans and specifications describing the work to be performed have been approved in writing by the ACC, as provided in Section 4.2 above. Such remodeling, renovation or redecoration shall, for the purpose hereof, be deemed to constitute an alteration of the building subject to the provisions of Section 4.2.

ARTICLE V.

CLEAR CREEK MEADOWS COMMUNITY ASSOCIATION, INC.

5.1 Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned by an Owner.

5.1A The property Owner is required at all times to provide the Association with proper mailing information should it differ from the property address relative to ownership. Further, when an alternate address exists, Owner is required to render notice of tenant, if any, or agency, if any, involved in the management of said property. The Owner is required and obligated to maintain current information with the Association or its designated management company at all times.

5.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an 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 Lot.

Class B. The Class B member(s) shall be the Declarant or his successors and assigns to whom the right of Class B membership is expressly assigned in writing (with a copy of the written instrument making such assignment being delivered to the Association). Class B members shall be entitled to three (3) votes for each Lot owner. 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:

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

or

(b) January 1, 2010

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, the Articles of Incorporation or the By-Laws of the Association or as herein provided, and both classes shall vote upon all matters as one group.

5.3 Non-Profit Corporation. CLEAR CREEK MEADOWS COMMUNITY ASSOCIATION, INC., a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation and By-Laws of said Association. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall be vested in said corporation.

5.4 By-Laws. The Association may make and establish such rules or by-laws as it may choose to govern the organization and administration of the Association; provided, however, that such rules or by-laws are not in conflict with the terms and provisions hereof. The right and power to alter, amend or repeal the by-laws of the Association, or to adopt new by-laws is expressly reserved by and delegated by the members of the Association to the Board of Directors of the Association.

5.5 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 the normal business hours by appointment.

ARTICLE VI.

PROPERTY RIGHTS

6.1 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and common facilities if any, which shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE VII.

GENERAL PROVISIONS

7.1 Exclusion and Exceptions. There is hereby excepted and excluded from this Declaration of Covenants, Conditions and Restrictions of Clear Creek Meadows those Reserves numbered A, B, C, D and E as shown on the subdivision plat. Such Lots are hereby declared acreage tracts and are excluded from the conditions and restrictions contained in this Declaration; provided, however, the easements and rights-of-ways as shown on the subdivision plat and as established and dedicated in Article II are not excluded from the provisions hereof.

7.2 Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to

the benefit of and be enforceable by the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date these covenants are recorded. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument executed by the then Owners of ninety percent (90%) of all the Lots within the Property, and properly recorded in the Official Public Records of Real Property of Galveston County, Texas. Upon the expiration of such initial term, unless terminated as below provided, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years each. During the last twelve (12) months of the initial term above stated and during any such ten (10) year automatic extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the Lots in the Property and properly recorded in the Official Public Records of Real Property of Galveston County, Texas, provided no such change and/or amendment shall alter the effectiveness of these covenants and restrictions until the natural expiration of the original term or the automatic extension term then in effect.

7.3 Enforcement. A Lot Owner, or the Declarant, and their

respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in connection therewith shall be entitled to recover all reasonable costs and attorney's fees. Failure by a Lot Owner entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated, the failure or refusal of any Owner or any occupant of a Lot to comply with the terms and provisions hereof would result in irreparable harm to other Owners and to Declarant. Thus, the covenants, conditions, restrictions and provisions of this Declaration may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining orders and/or injunctions) by any court of competent jurisdiction, upon the proof of the existence of any violation or any attempted or threatened violation.

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

7.5 FHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration if there exist any FHA or VA loans secured

by any Lot; dedication of Common Area, annexation of additional land into the Property, merger and consolidation, mortgaging of Common Area or Common Facilities, if any, dedication of the Common Area, or any portion thereof, and dissolution or amendment of this Declaration.

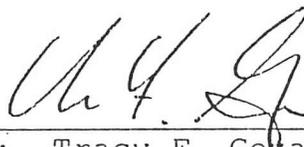
7.6 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

7.7 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

EXECUTED this 18th day of July, 2000.

DECLARANT:

CLEAR CREEK MEADOWS, LTD.



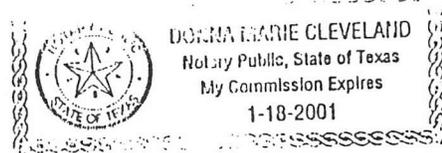
BY: Tracy F. Goza, President
ACIP, Inc., General Partner

014-74-0290

THE STATE OF TEXAS §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on the 15th,
day of July, 2000, by Tracy F. Goza, President of ACIP, Inc.,
General Partner for Clear Creek Meadows, Ltd. A Texas Limited
Partnership.

Donna Marie Cleveland
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

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Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS