

RESTR
B

SUPPLEMENTAL DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS
for
ENCLAVE AT NORTHPOINTE, SECTIONS ONE (1) AND TWO (2)

2EE

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, by that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Lakes at NorthPointe" dated April 15, 2005 and executed by Blue Ridge Partners, Ltd., a Texas limited partnership (the "Original Declarant"), which was filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. Y401112 (the "Declaration"), Original Declarant did subject Lakes at NorthPointe, Section One (1) and Lakes at NorthPointe, Section Two (2), subdivisions in Harris County, Texas according to the plats thereof respectively recorded under Film Code Nos. 579050 and 579054 in the Map Records of Harris County, Texas to those certain easements, covenants, restrictions and conditions described in the Declaration;

WHEREAS, Original Declarant assigned its rights as Declarant under the Declaration to NorthPointe Development Partners, Ltd., a Texas limited partnership pursuant to that certain instrument entitled "Assignment of Rights and Designation of Successor Declarant (Lakes at NorthPointe)" filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. 20130468034 (as used hereinafter, the term "Declarant" shall mean and refer to NorthPointe Development Partners, Ltd., a Texas limited partnership);

WHEREAS, Article VIII, Section 1 of the Declaration provides the Declarant (as defined in Article I, Section 13 of the Declaration) has the unilateral right to annex additional real property into the Lakes of NorthPointe project and the jurisdiction of the Lakes of NorthPointe Homeowners Association, Inc. ("Association") by filing of record a declaration of annexation instrument or Supplemental Declaration;

WHEREAS, the Declarant annexed that certain property known as Enclave at NorthPointe, Section One (1) and Enclave at NorthPointe, Section Two (2) into the jurisdiction of the Association by those certain instruments entitled "Declaration of Annexation (Lakes at NorthPointe Homeowners Association, Inc.) Enclave at NorthPointe, Section 1" and "Declaration of Annexation (Lakes at NorthPointe Homeowners Association,

ER 053 - 52 - 1409

Inc.) Enclave at NorthPointe, Section 2" ("Annexation Declarations") filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Nos. 20130468032 and 20130468033 (each property as described in the Exhibits to the Annexation Declarations hereinafter collectively referred to as The Enclave);

WHEREAS, Article II, Section 4 of the Declaration entitled "Neighborhoods" provides in pertinent part:

... the Declarant shall have the right to designate a portion of the Properties as a Neighborhood by a recorded instrument. ...

WHEREAS, Article III, Section 2(b) of the Declaration entitled "Neighborhood Assessments" provides in pertinent part: "Neighborhood Assessments shall be levied against the Lots in a particular Neighborhood or Neighborhoods to enable the Association to pay the Neighborhood Expenses which benefit only that Neighborhood or Neighborhoods. ..."

NOW, THEREFORE, the Declarant hereby declares as follows:

1. The Enclave is designated as its own Neighborhood.
2. The Enclave will be a gated Neighborhood, with limited access gates and private streets.
3. In accordance with Article III, Section 2(b) of the Declaration a Neighborhood Assessment is declared for The Enclave to pay for the maintenance, repair and/or replacement of the private streets and limited access gates and all such Neighborhood Expenses in The Enclave, which Neighborhood Assessment shall be set by the Board. The Neighborhood Assessment shall commence as to each Lot upon its conveyance to the first Owner (including Builders) by Declarant. The Declarant shall not be responsible for the payment of Neighborhood Assessments for any Lots owned by Declarant. The first Neighborhood Assessment per Lot, shall be prorated for the remainder of the months in the year of first conveyance from Declarant to the first Owner (including Builders).
4. NOTWITHSTANDING THE PRESENCE OF THE LIMITED ACCESS GATES IN THE ENCLAVE IT IS EXPRESSLY UNDERSTOOD THAT NEITHER THE DECLARANT NOR THE ASSOCIATION, THEIR DIRECTORS, OFFICERS, MANAGERS AND EMPLOYEES

("DECLARANT, ASSOCIATION AND RELATED PARTIES") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE ENCLAVE. THE DECLARANT, ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, INCLUDING LIMITED ACCESS GATES, IF ANY, THE ENTRANCE AND/OR THE PERIMETER FENCE. OWNERS, LESSEES AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, BY ACCEPTANCE OF A DEED TO A LOT ACKNOWLEDGE THAT THE DECLARANT, ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY ACCESS CONTROL SYSTEMS OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY BURGLARY, THEFT, HOLD-UP, ASSAULT OR OTHERWISE. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE DECLARANT, ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENCE OR LOT AND TO THE CONTENTS OF THEIR RESIDENCE OR LOT AND FURTHER ACKNOWLEDGE THAT THE DECLARANT, ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY ACCESS CONTROL SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE ENCLAVE, IF ANY.

5. Article VII, Section 15 of the Declaration entitled "Landscaping" as to The Enclave is amended to add a new subsection (g) to read as follows:

(g) Landscape borders on a Lot, if any, shall be similar in color or be in the same color family as the exterior colors of the house on said Lot. Brick landscape borders shall not be permitted on any Lot. Palm trees and palm-type plants shall not be permitted in the landscaping placed on any Lot. However, the Declarant, at its discretion, may allow palm-type plants in the landscaping of Lots that are used for builder model homes.

6. The provisions of this Supplemental Declaration may be amended by the Declarant.

EXECUTED by the respective parties on the dates set forth below to be effective the date this document is filed of record in the Official Public Records of Real Property of Harris County, Texas.

**NORTHPOINTE DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership**

2OR

1/30/2014
Date

By: NorthPointe Development Partners GP, Inc.,
general partner

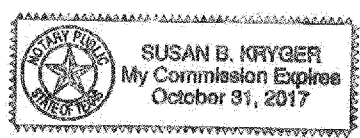
By: Robert Wanninger
Robert Wanninger, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 30 day of January, 2014 personally appeared Robert Wanninger, Vice President of NorthPointe Development Partners GP, Inc., General Partner of NorthPointe Development Partners, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Susan B. Kryger
Notary Public in and for the State of Texas

251111



ER 053 - 52 - 1412

ER 053 - 52 - 1413

20140038095
Pages 5
01/30/2014 12:40:32 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 28.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS