



**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALIANA, SECTION EIGHTEEN (18)**

This Supplemental Declaration of Covenants, Conditions and Restrictions (this "Supplemental Declaration") is made as of the date hereinafter stated by ALIANA DEVELOPMENT COMPANY, a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Aliana Single Family Residential Areas dated August 1, 2007, which is filed under Clerk's File No. 2007097598 and recorded in the Official Records of Real Property of Fort Bend County, Texas (the "Official Records"), as amended by that certain Amendment dated February 26, 2008 which is filed under Clerk's File No. 2008022614 and recorded in the Official Records (the "Original Declaration"), which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, Declarant executed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Aliana Single Family Residential Areas dated July 15, 2010, which is filed under Clerk's File No. 2010067279 and recorded in the Official Records (as amended, the "Declaration") which supersedes and replaced the Original Declaration; and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, a Texas non-profit corporation has been formed named the Aliana Homeowners Association, Inc. (hereinafter referred to as the "Association"), the purposes of which are to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land encumbered by the Declaration and any additional land which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the 18.537 acre tract of land which has been subdivided and platted as Aliana, Section Eighteen (18) according to the plat thereof recorded as Plat No. 20120173 in the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, by a separate Declaration of Annexation instrument executed by Declarant and recorded or to be recorded in the Official Records, the Lots (as defined in the Declaration) within the Subdivision were annexed into the jurisdiction of the Association and made subject to the Declaration; and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant wishes to subject the Lots in the Subdivision to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration; and

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Declarant hereby declares that the Lots in the Subdivision shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions and restrictions (in addition to the provisions of the Declaration) which shall run with the land and be binding on all parties having any right, title or interest in a Lot in the Subdivision or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, to wit:

ARTICLE I DEFINITIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined herein shall have the meanings ascribed to them in the Declaration.

ARTICLE II DESIGNATION OF NEIGHBORHOOD

1. Neighborhood. Section 4 of the Article II of the Declaration gives the Declarant the right to designate a platted subdivision, a portion of a platted subdivision, or two (2) or more platted subdivisions within the Properties as a Neighborhood (as defined in the Declaration). The Subdivision is hereby designated by the Declarant as a portion of Neighborhood E (Tanglewood) which was created by that certain Designation of Neighborhoods instrument dated June 8, 2011 executed by Declarant, filed under Clerk's File No. 2011059413 and recorded in the Official Records. Declarant reserves the right to hereafter designate additional portions of the Properties as part of Neighborhood E (Tanglewood).

2. Neighborhood Assessment. The Owners of Lots within the Subdivision may be assessed and are liable to pay a Neighborhood Assessment in addition to Residential Assessments if and when levied by the Association's Board of Directors from time to time in accordance with Section 2(b) of Article III of the Declaration.

ARTICLE III SPECIFIC RESTRICTIONS

1. Zero Lot Line Restrictions. The Lots in the Subdivision are subject to the following specific restrictions:

(a) The side lot line of each Lot that is designated as the Zero Lot Line on the plat of the Subdivision shall be hereinafter referred to as the "Zero Lot Line". Provided however, an open court or patio may be built on a Lot adjacent and abutting, or within one (1) foot or less of the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry wall having a minimum height of six (6) feet above the foundation. This wall must, as is the case with the residence wall, be constructed adjacent to, or within one (1) foot or less of the abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the dwelling. The Zero Lot Line walls shall have no exterior objects or appurtenances, for example, there shall be no electrical panels (unless required by the electric

company), vents, plumbing clean outs, windows (excluding fire rated glass block) or openings of any kind unless such Zero Lot Line side is on the street side of a corner Lot. If the Zero Lot Line side is on the street side of a corner Lot, normal openings and exterior appurtenances may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the dwelling on the Lot may extend and encroach over the Zero Lot Line for a distance not to exceed eighteen (18) inches. There is hereby established a ten (10) foot minimum distance between the Zero Lot Line and the closest wall of the dwelling situated upon the Adjoining Lot (as defined below); however, the minimum distance between the roof of the dwelling located upon the Zero Lot Line and the roof of the dwelling situated upon the Adjoining Lot may be seven (7) feet. No dwelling shall be located on any Lot within any utility easement.

(b) Notwithstanding anything contained herein to the contrary, restrictions regarding emergency escape and rescue openings in Section R310 of the International Residential Code shall control.

(c) Each Lot with a Zero Lot Line shall have a five (5) foot access, maintenance and drainage easement extending the entire depth of the Lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the adjoining Lot to the Zero Lot Line (herein the "Adjoining Lot"), for the construction, repair and maintenance of improvements located on the Lot with the Zero Lot Line. Conditions and use of the Zero Lot Line access and maintenance easement, hereinafter the "Easement", are hereby declared and established by and between the Owner of the Zero Lot Line Lot and the Owner of the Adjoining Lot, which shall be covenants running with the land and binding on both of the above-mentioned Owners and all of their respective heirs, successors, and assigns forever, to-wit:

(i) This Easement, when used by the Owner of the Zero Lot Line Lot for such construction, repair or maintenance, must be left clean and unobstructed unless the Easement is actively being utilized and any items removed must be replaced.

(ii) The Owner of the Zero Lot Line Lot must notify the Owner of the Adjoining Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall at least forty-eight (48) hours prior to starting any work. The hours that such Easement may be utilized shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday, and noon through 6:00 p.m. on Sunday.

(iii) Notwithstanding the above, in the case of an emergency, and to prevent imminent damage to the dwelling or occupants, an Owner of Zero Lot Line Lot may enter at whatever time is necessary and without prior notice to the Owner of the Adjoining Lot to do necessary repairs or escape any injury to the occupants and/or the occupants' invitees and licensees.

(iv) Both the Zero Lot Line Lot Owner and the Adjoining Lot Owner shall have the right of surface drainage over, along and upon the Easement area. Neither Owner shall use the Easement area in such a manner as will interfere with such drainage.

Also Adjoining Lot Owner shall not excessively water within the Easement area adjoining the Zero Lot Line Owner's dwelling.

(v) Neither Owner shall attach any object to the wall of the dwelling on the Zero Lot Line, facing onto the Easement area, and the Owner of the Adjoining Lot will not use the Zero Lot Line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the Easement area by either Owner, except the roof overhang and guttering as provided for above, and a fence by the Owner of the Adjoining Lot, which allows proper surface drainage; however, access to the Easement area must be preserved for the Owner of the Zero Lot Line Lot.

(vi) No buildings, structures, sheds, fencing or other vertical above-ground improvements, and no above-ground or below-ground pool (except pool aprons), shall be constructed by or for the Adjoining Lot Owner in the Easement area on such Owner's Adjoining Lot. Not prohibited for construction in an Easement area for purposes hereof are: driveways, walkways, pool aprons, subsurface drainage systems, irrigation systems which do not spray onto the wall of the residence on the Zero Lot Line Lot, and decking not higher than one foot (1') above natural grade. Prohibited in the Easement area are landscaping improvements that would unreasonably interfere with or increase the cost of utilization of the Easement area by the Zero Lot Line Owner for the purposes herein provided, it being expressly stipulated that no trees shall be planted or grown in the Easement area. Any flower beds, gardens or similar permitted non-obstructive plantings made in the Easement area, and all tree branches within the Easement area, shall be there at the sole risk of the Adjoining Lot Owner, and the Zero Lot Line Owner shall have no obligation to replace or repair the same if damaged, disturbed or removed during any use of the Easement area for the purposes permitted hereby, and the Zero Lot Line Owner making use of the Easement area shall not be responsible for (and is hereby released by the Adjoining Lot Owner from) injury to any tree as a result of use of the Easement area.

(vii) No building materials, scaffolding, tools, machinery or other work facilities or equipment may be kept or maintained in the Easement area except between the hours of 8:00 a.m. and 7:00 p.m., and then only as reasonably necessary while work is progressing or during reasonable work breaks.

(viii) To the extent that the Easement created herein overlaps any easement heretofore or hereafter granted to any utility company, governmental authority or to the public for utility purposes, all operations in the Easement area must comply with the requirements and regulations of such utility or relevant governmental authority (including if the easement is public) with regard thereto.

(ix) Except as provided in Section 1.c.(vi), above, the entry onto the Easement area shall be at the sole risk of the holder of the Easement. In the Zero Lot Line Owner's use of the Easement area, neither such use nor the temporary presence of materials, equipment and facilities maintained thereon during any operations by the easement holder shall be allowed to result in any condition of the Easement area being unsafe or unsanitary.

(x) As a condition to use of the Easement herein, each Adjoining Lot Owner may require that the Owner or Owner's contractor of the adjacent Zero Lot Line Lot who has access to the Easement on the Adjoining Lot procure and deliver to the Adjoining Lot Owner a certificate of insurance naming the Adjoining Lot Owner as certificate holder evidencing that the Owner of such adjacent Zero Lot Line Lot has in force a policy of general public liability insurance (without deductible in excess of \$1,000 per occurrence) in the amount of at least \$300,000 per occurrence and annual aggregate, combined single limits for bodily injury and property damage, or the reasonable equivalent if such policy forms should change from time to time. Such certificate shall require that the insurer endeavor to provide the certificate holder at least ten (10) days advance notice of expiration, termination or modification of the policy. Such certificate and the underlying insurance required hereby shall be kept in force during the entire duration of the operations in the Easement area. The Adjoining Lot Owner shall be entitled to injunctive relief to prohibit use of the Easement by the holder of the Easement rights during any period when such insurance requirements are not satisfied, and to reasonable attorney's fees and costs incurred in enforcing its rights hereunder.

(xi) Any operations in the Easement area will be conducted as expeditiously as reasonably possible under the circumstances and will be prosecuted with reasonable continuity and diligence to completion once commenced, subject to delays caused by adverse weather conditions and delays by governmental authorities having jurisdiction (unless such delay is because of non-compliance with applicable law by the Easement holder or his contractor).

(xii) The work in the Easement area will be conducted with the minimum amount of damage reasonably possible to any permitted improvements in the Easement area. Promptly after the completion of the operations by the user of the Easement, the Zero Lot Line Lot Owner shall, except as otherwise provided herein, above, restore the surface of the Easement so used and all permitted improvements and landscaping thereon to substantially the same condition as existed immediately prior to such operations.

(d) Each holder of rights in a Easement hereunder shall be responsible and liable for compliance with the restrictions and conditions herein by such Easement holder's contractors, and by subcontractors and others working under the contractor, or those working for or under a subcontractor or any other party.

(e) Owners of each Lot in the Subdivision shall have, and are hereby granted, a five (5) foot underground easement, extending five (5) feet into the side building setback line of the Adjoining Lot with said easement being contiguous to the Zero Lot Line of the Lot benefiting from said easement (hereinafter the "Foundation Easement"). Said Foundation Easement shall be used solely for the installation, construction, maintenance or repair of residential foundations.

(f) In addition to its rights reserved by implication by virtue of the Easements created herein being non-exclusive, there is hereby reserved for the benefit of each Adjoining Lot Owner, as to the Lots from time to time owned by it, him or her, the right to dedicate additional public or private easements for utility purposes in, across, upon, under and through the Easement

burdening such Owner's Adjoining Lot (subject to any general restrictions or limitations thereon that may be contained in the Declaration).

(g) Each Owner of a Zero Lot Line Lot hereby agrees to indemnify and hold harmless the Owner of the Adjoining Lot on which the adjacent Easement hereunder exists from time to time for the benefit of such Zero Lot Line Lot, from and against any and all claims, liabilities, losses, damages, suits, judgments, fines, costs, fees, and expenses (collectively, "Claims"), arising out of or resulting from any death of or injury to persons and any loss or damage to property (except the Adjoining Lot Owner's property located in the Easement in violation hereof or in a manner that is provided to be the Adjoining Lot Owner's risk pursuant to this Supplemental Declaration), or arising from any other cause whatsoever, in connection with any operations conducted in the Easement on such Adjoining Lot by or under the Owner of the Zero Lot Line Lot pursuant to this Supplemental Declaration. Such Claims specifically include, without limitation, reasonable attorneys' fees, costs of court and other defense costs incurred by the indemnified Owner in defending any such Claims as well as those that may be incurred by the claimant if sought to be recovered by the claimant from the indemnified Owner.

ARTICLE IV GENERAL PROVISIONS

1. Term. The provisions of this Supplemental Declaration shall run with the land and shall be binding upon all Persons owning any Lot in the Subdivision for a period of forty (40) years from the date the Original Declaration was recorded, after which time said provisions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots in the Properties has been recorded within the year immediately proceeding the beginning of a ten (10) year renewal period, agreeing to terminate the Declaration, in which case this Supplemental Declaration shall be terminated at the end of the initial forty-year term or the applicable renewal period.

2. Amendment. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Lots in the Subdivision. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Lots in the Subdivision by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended at any time by an instrument executed by the President or Vice President of the Association (after approval by the Board of Directors) and the Owners of a majority of the Lots within the Subdivision and recorded in the Official Records; provided, however, any amendment hereto must also have the approval of and be executed by the Declarant during the Class B Control Period.

3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to

make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

5. Conflict. In the case of a conflict between the provisions of this Supplemental Amendment and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 4th day of December, 2012.

ALIANA DEVELOPMENT COMPANY,
a Texas limited partnership

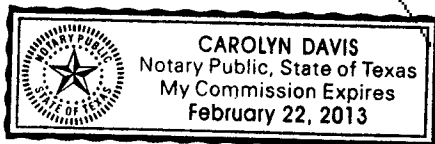
By: [Signature]
E. Travis Stone, Jr., President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 4th day of December, 2012 by E. Travis Stone, Jr., President of Aliana Development Company, a Texas corporation, on behalf of said corporation.

(SEAL)



[Signature]
Notary Public in and for
the State of Texas

RETURNED AT COUNTER TO:
Carolyn Davis-Aliana Development Company
11200 Richmond Avenue, Suite 280
Houston, TX 77082

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]

Dianne Wilson, County Clerk
Fort Bend County, Texas

December 06, 2012 02:37:52 PM

FEE: \$35.00 GBC
RESTRICT

2012139734

