

2008-018442

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PORTIONS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION

**SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE BREEZE**

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THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAKE BREEZE is made this 20th day of February, 2008, by BROUSSARD-CHRISTIE, L.P. (the "Declarant");

WITNESSETH

WHEREAS, Declarant has previously filed those certain Declaration of Covenants, Conditions and Restrictions for Lake Breeze as recorded under Clerk's File No. 2006-060360 of the Real Property Records of Montgomery County, Texas (referred to hereinafter as the "Declaration"); and

WHEREAS, the Declaration allows for additional property to be brought within the plan and operation of the Declaration by the filing of a Supplemental Declaration; and

WHEREAS, Declarant is the owner of the following described real property (the "Additional Property") located in Montgomery County, Texas:

LAKE BREEZE, SECTION TWO (2), a subdivision of 9.670 acres of land situated in the Elijah Collard Survey, A-7, Montgomery County, Texas according to the map or plat thereof recorded in Cabinet Z, Sheet 1065, of the Map Records of Montgomery County, Texas

WHEREAS, Declarant deems it to be in the best interest of Lake Breeze subdivision to bring the additional property within the plan and operation of the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Additional Property and any additional property as may be added by subsequent amendment hereto, and in accordance with the terms and conditions of the Declaration, is subjected to the Declaration of Covenants, Conditions and Restrictions for Lake Breeze; and the Additional Property will be held, transferred, sold, conveyed, leased, occupied, and used subject to the terms contained in the Declaration which are for the purpose of protecting the values and desirability of, and which will touch and concern and run with title to, the real properties subjected to the Declaration and which will be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and will inure to the benefit of each owner thereof.

The Declaration of Covenants, Conditions, and Restrictions for Lake Breeze as it relates to but only as it relates to the Additional Property herein subjected to the Declaration is amended as follows:

1. Section 2.4 is deleted in its entirety and the following is substituted in its place:

SECTION 2.4. SIZE AND LOCATION OF RESIDENCES.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space for a Residential Dwelling shall be:

Block 1, Lots 1- 11	single story	1,000 square feet
	two story	1,200 square feet with a minimum 700 square feet in the ground level
Block 1, Lots 12- 42	single story	1,500 square feet
	two story	2,000 square feet with a minimum 1,200 square feet in the ground level
Block 2	single story	1,000 square feet
	two story	1,200 square feet with a minimum 700 square feet in the ground level

For purposes of this Declaration, the term "interior living space" excludes steps, porches, exterior balconies, and garages.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling shall exceed a height of thirty-five (35) feet measured from to the highest point of the Residential Dwelling, excluding a chimney. A chimney shall not extend above the peak of the roof of the Residential Dwelling by more than two (2) feet unless otherwise required by a governmental entity having jurisdiction. No Residential Dwelling shall have more than two (2) stories of living space above finished grade.

C. LOCATION OF IMPROVEMENTS - SETBACKS. No Residential Dwelling, garage or Improvement on a Lot other than fencing and/or landscaping approved by the Architectural Review Committee shall be located nearer to the front building line than that shown on the Plat. No Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on a Lot shall be located nearer to the rear property line than three (3) feet. No Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on a Lot shall be located nearer to a side property line than three (3) feet, except a corner Lot in which case no Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping shall be located nearer to the side property line adjacent to the side street than that shown on the Plat. Notwithstanding the foregoing, the Architectural Review Committee may grant variances from these setbacks, in the manner provided in Article III, Section 3.12, when, in its sole discretion, a variance is deemed necessary or appropriate.

2. Section 2.5 is retitled as WALLS, FENCES AND DOCKS and the following is added as Section 2.5 D.:

D. PLAN OF DEVELOPMENT FOR DOCKS ALONG ADJACENT WATERWAYS; OTHER ENVIRONMENTAL MATTERS

Construction of Docks and Bulkheads. Owners of Lots fronting on Lake Conroe shall be permitted to erect docks where approved by governmental authority with jurisdiction thereof:

i. Plans and Specifications; Siting. Complete plans and specifications including, color or finish must be submitted to the Architectural Review Committee in writing for approval in accordance with Article III, and must conform to the architectural standards therefor adopted by the Architectural Review Committee in conformity with construction, siting and other conditions established by any governmental authority with jurisdiction issuing any such construction, siting or other conditions.

ii. Governmental Approval of Docks. Owners shall comply with all applicable governmental regulations, laws and ordinances for obtaining approval from agencies having approval authority, including, but not limited to, the San Jacinto River Authority. No representation is made by Declarant that any such agency approval will be granted, nor shall any such representation be inferred from the matters set forth herein.

iii. Alteration of Docks. Any alterations of the plans and specifications or of the completed structure must also be submitted to the Architectural Review Committee in writing and the Architectural Review Committee's approval in writing must be similarly secured prior to construction, the Architectural Review Committee being granted the same rights to disapprove alterations as it retains for disapproving the original structures. Governmental approval of any such alteration shall be undertaken and completed as may be required by the original permit therefor and by applicable regulations.

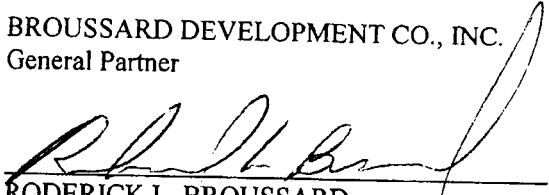
iv. Maintenance of Docks. All Owners who construct, or cause to be constructed, docks as herein provided, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree, if required by the Architectural Review Committee, to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Architectural Review Committee shall be the judge as to whether the docks are clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards as may be adopted therefor by the Architectural Review Committee, and where the Architectural Review Committee notifies the particular Owner in writing that said dock fails to meet acceptable standards, said Owner shall thereupon remedy such conditions within thirty (30) days of notice from and to the satisfaction of the Architectural Review Committee, and that failing to so remedy such conditions, each affected Owner hereby covenants and agrees that the Architectural Review Committee may make the necessary repairs, but is not obligated to do so, or take such actions as will bring said dock up to acceptable standards, all such repairs and actions to be at the sole expense of the Lot Owner in question and a lien upon his Lot as a specific Assessment.

IN WITNESS WHEREOF, duly authorized officer of the undersigned Declarant has executed this Supplemental Declaration this 20th day of February, 2008.

DECLARANT

BROUSSARD-CHRISTIE, L.P.

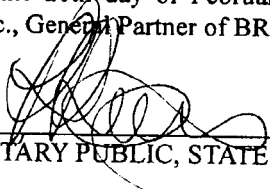
By: BROUSSARD DEVELOPMENT CO., INC.
Its: General Partner

By: 
RODERICK L. BROUSSARD
Title: President

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 20th day of February, 2008, by RODERICK L. BROUSSARD, President of Broussard Development Co., Inc., General Partner of BROUSSARD-CHRISTIE, L.P..



NOTARY PUBLIC, STATE OF TEXAS



JOINDER OF LIENHOLDER

The undersigned, WHITNEY NATIONAL BANK, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Supplemental Declaration and defined as the "Property" in said Supplemental Declaration, as such mortgagee and Lienholder, does hereby consent to and join in said Supplemental Declaration of Covenants, Conditions and Restrictions for Lake Breeze.

This consent and joinder shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and lien shall hereafter be upon and against the Lots and all appurtenances thereto, and all Common Area, subject to the provisions of the Declaration hereby agreed to.

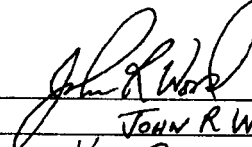
SIGNED by the undersigned officer of WHITNEY NATIONAL BANK heretofore authorized, this the 22 day of February, 2008.

WHITNEY NATIONAL BANK

By: _____

Name: _____

Title: _____



JOHN R. WOOD

VICE PRESIDENT

THE STATE OF TEXAS
COUNTY OF HARRIS

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§

Before me, the undersigned authority on this day personally appeared John R. Wood, Vice President of WHITNEY NATIONAL BANK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 22 day of February, 2008.



Lisa M. Sulak
Notary Public in and for the State of Texas

FILED FOR RECORD

2008 FEB 28 PM 12:28

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

FEB 28 2008



Mark Turnbull
County Clerk
Montgomery County, Texas

✓ AFTER RECORDING, RETURN TO:

J. Steven Weisinger
P. O. Box 2666
Conroe, TX 77305