

*17*  
Chicago  
Unofficial Copy  
**01001408**

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

**ANNEXATION AGREEMENT  
AND SUPPLEMENTAL DECLARATION  
FOR PINE HOLLOW ESTATES, SECTION ONE**

**CHICAGO TITLE**

**063782/PD/CH**

**KNOW ALL MEN BY THESE PRESENTS, that:**

WHEREAS, that certain instrument designated as Declaration of Covenants and Restrictions for Pine Hollow, Sections One A and One B, dated June 21, 1995, and recorded under Clerk's File Number 95-020508 in the Official Records of Brazoria County, Texas,

(hereinafter "Declaration") restricted those certain tracts and parcels therein described and referred to in the Pine Hollow Section 1-A plat recorded under Clerk's File Number 95-015707

and in the Pine Hollow Section 1-B plat recorded under Clerk's File Number 95-012888 of the Official Records of Brazoria County, Texas, and

WHEREAS, Pine Hollow, Section 1-C was annexed on the 11th day of June, 1997, by a document recorded under Clerk's File Number 97-021545 of the Official Records of Brazoria

County, Texas, and

WHEREAS, Pine Hollow, Sections 2 and 3 and Pine Hollow Estates, Section One were annexed by a document recorded June 4, 1998, under Clerk's File Number 98-021879 and restated in a document recorded August 13, 1998, under Clerk's File Number 98-033688 of the Official Records of Brazoria County, Texas, and

WHEREAS, Pine Hollow Estates Section Two, a Texas joint venture, is owner of a certain property within the area contiguous to the property described as being subject to said

Declaration of Covenants and Restrictions, and which includes all the lots in Pine Hollow Estates, Section Two, Brazoria County, Texas, according to Exhibit "A" attached hereto, and to the Map

*✓ 7th*

or Plat thereof, recorded in Vol. 21, Page 157, in the Official Records of Brazoria County,

Texas, and

WHEREAS, Article III, Section 3(a) of the Declaration give an owner the right to add additional property to the scheme of the Declaration and to subject it to the jurisdiction of the Pine Hollow Homeowners' Association (hereinafter "Association") upon the approval of the Board of Trustees, in the Board's sole discretion, and

WHEREAS, in Article VI, Section 2 of the Declaration, it is stated that the initial maintenance assessment is in the amount of \$240.00 and the initial maintenance assessment for Pine Hollow Estates, Section Two is to be \$350.00 in order to help maintain the detention pond serving that section as well as for all other normal and usual purposes as outlined in the

Declaration and the Pine Hollow Homeowners' Association Articles of Incorporation and Bylaws,

and

WHEREAS, in Article VII, Section 6 of the Declaration, there is a minimum square footage requirement for each residence, and in Pine Hollow Estates, Section Two the minimum square footage is to be changed to twenty-five hundred (2,500) square feet,

NOW, THEREFORE, Pine Hollow Estates Section Two, a Texas joint venture, hereby annexes Pine Hollow Estates, Section Two into the Pine Hollow Homeowners' Association and declares that all of said property shall be held, sold, and conveyed subject to the Declaration and any amendments thereto, along with this Supplemental Declaration, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property covered thereby. The Declaration and this Supplemental Declaration shall be binding upon all

parties having or acquiring any right, title or interest in the property and shall inure to the benefit

of each owner thereof.

It is expressly understood and agreed that the Declaration and this Supplemental

Declaration impress and subject the lots within Pine Hollow Estates, Section Two to an annual

maintenance charge and assessment, and will make such lots subject to the jurisdiction of the

Association. It is hereby understood and agreed that the Association shall treat Pine Hollow

Estates, Section Two in a nondiscriminatory fashion, on an equal basis, and in the same manner

as all other sections in Pine Hollow and Pine Hollow Estates.

FURTHER, Article VI, Section 2 as it applies to Pine Hollow Estates, Section Two only

is amended to read as follows:

**Section 2. Covenants for Assessments.** Subject to the provisions set forth below in Sections 3. and 4. relating to the rate at which the regular maintenance charges imposed herein shall be paid on unimproved Lots and subject to the increases and decreases provided for in Section 5. below, each and every Lot in The Subdivision is hereby severally subject to and impressed with a regular annual maintenance charge in the amount of THREE HUNDRED FIFTY DOLLARS (\$350.00) per annum per Lot (hereinafter referred to as the "Regular Maintenance Charge"), which shall run with the land.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and /or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated.

Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay the assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by

wavier of the use or enjoyment of the Common Areas/Retention or Common Facilities, or any part thereof, or by abandonment of his Lot or his interest therein, or by his maintaining same at his own expense, as applicable.

FURTHER, Article VII, Section 6 is amended as to Pine Hollow Estates, Section Two and will read as follows:

Section 6. Size of Residence. No residential structure erected on any Lot shall have more than two (2) stories. The minimum square footage of any residence in Pine Hollow Estates, Section Two will be twenty-five hundred (2,500) square feet.

Nothing herein is intended to alter, modify or amend the Declaration of Covenants,

Conditions and Restrictions recorded in the Official Records of Brazoria County under Clerk's File No. 95-020508 except as specifically provided hereinabove.

DATED this 28<sup>th</sup> day of December, 2000.

PINE HOLLOW ESTATES SECTION TWO  
A Texas Joint Venture

BY: R. WEST DEVELOPMENT CO., INC.,  
Partner

BY: Renee' L. West, President

BY: JOHN H. ENGLISH & ASSOCIATES, Partner

BY: John H. English

APPROVED:

PINE HOLLOW HOMEOWNERS' ASSOCIATION  
BOARD OF TRUSTEES

Timothy J. Waddell  
Timothy Waddell, President

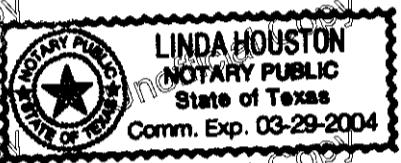
*Clyde Murdock*  
Clyde Murdock, Vice-President  
*Jeevan Perera*  
Jeevan Perera, Trustee

APPROVED:

STERLING BANK  
Lienholder  
BY: *Ronald P. Jones*  
Ron Jones, President

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

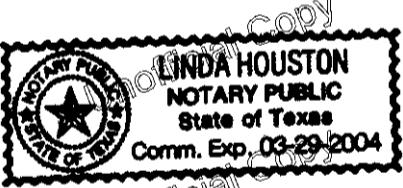
This instrument was acknowledged before me on this 28<sup>th</sup> day of December, 2000, by  
Renee' L. West, President of R. West Development Co., Inc, Joint Venture Partner in Pine  
Hollow Estates Section Two, a Texas Joint Venture.



*Linda Houston*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

This instrument was acknowledged before me on this 28<sup>th</sup> day of December, 2000, by  
John H. English on behalf of John H. English and Associates, Joint Venture Partner in Pine  
Hollow Estates Section Two, a Texas Joint Venture.



*Linda Houston*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

This instrument was acknowledged before me on this 2<sup>nd</sup> day of January, 2001, by  
Timothy Waddell, as President of the Board of Trustees for Pine Hollow Homeowners'  
Association, on behalf of said association.



Linda Houston  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on this 2<sup>nd</sup> day of January, 2001, by  
Clyde Murdock, as Vice-President of the Board of Trustees for Pine Hollow Homeowners'  
Association, on behalf of said association.

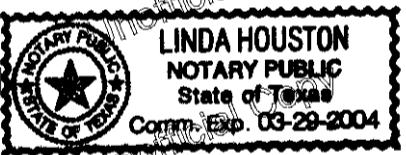


Linda Houston  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on this 2<sup>nd</sup> day of January, 2001, by  
Jeevan Perera, as a Trustee on the Board of Trustees of Pine Hollow Homeowners' Association,  
on behalf of said association.



Linda Houston  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

**THE STATE OF TEXAS**

**COUNTY OF Harris**

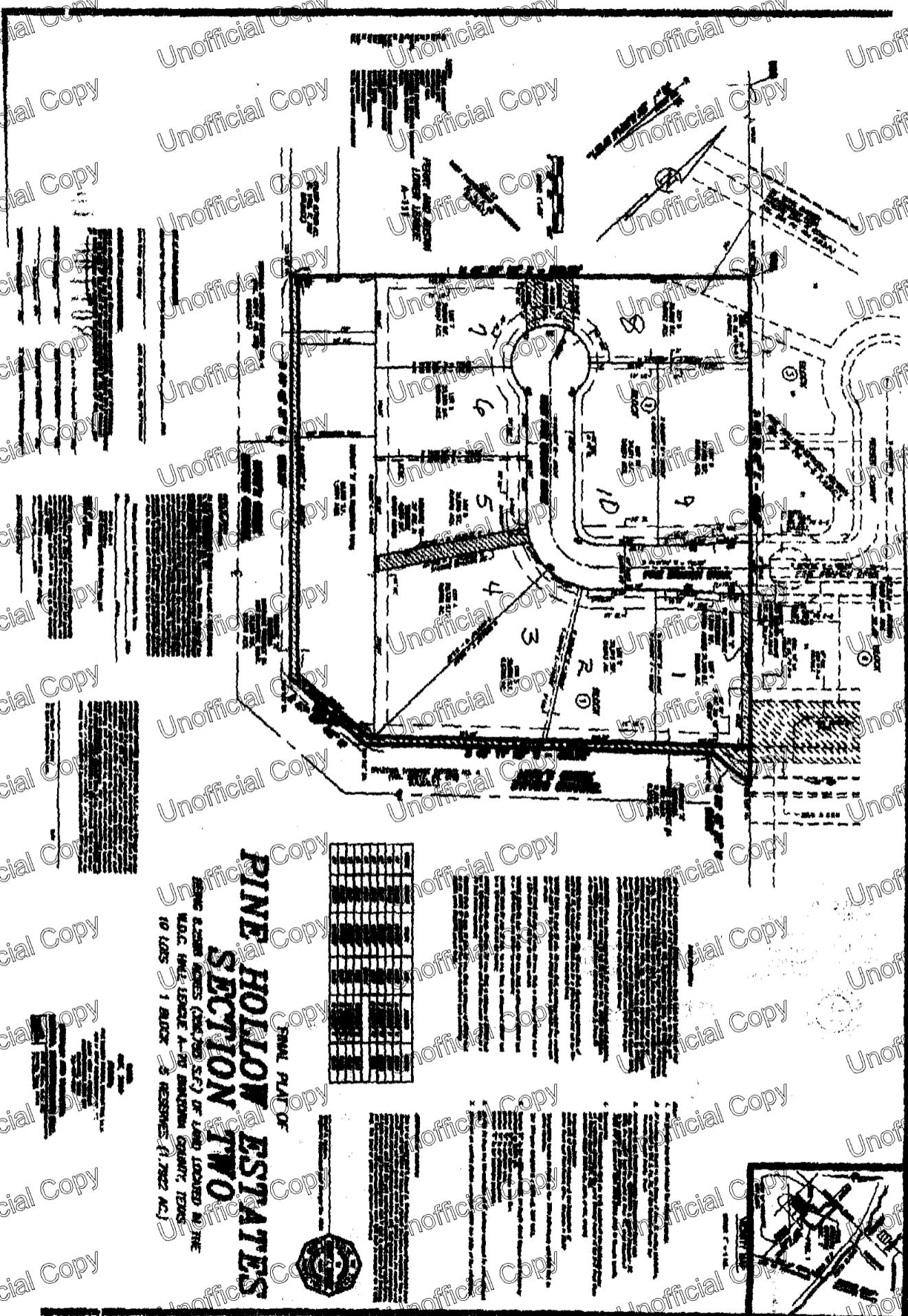
This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2001, by  
Ron Jones, President, on behalf of the lienholder, Sterling Bank, a Texas Corporation.



*Dalia Lee*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

**RETURN TO:**  
**CHICAGO TITLE INSURANCE COMPANY**  
**6302 Broadway, Ste. 120**  
**Pearland, Texas 77581**

*EXHIBIT "A"*



STATE OF TEXAS  
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me



County Clerk of Brazoria Co., TX

FILED FOR RECORD

01 JAN 10 AM 10:09

JOYCE HEDMAN  
COUNTY CLERK  
BRAZORIA COUNTY TEXAS

01001408



100.00  
100.00  
100.00  
100.00