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RESTRICT

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRETHORNE, SECTION TWENTY-FIVE (25)

This Supplemental Declaration of Covenants, Conditions and Restrictions for FIRETHORNE, SECTION TWENTY-FIVE (25) (this "Supplemental Declaration") is made as of the date hereinafter stated by JDC/FIRETHORNE, LTD., a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Firethorne dated as of March 7, 2005 which is filed under Clerk's File No. 2005032616 and recorded in the Official Records of Fort Bend County, Texas (as amended, the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, a Texas non-profit corporation has been formed named the Firethorne Community 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 26.3760 acre tract of land which has been subdivided and platted as Firethorne, Section Twenty-Five (25), a subdivision according to the plat thereof recorded as Plat No. 20120235 in the Plat Records of Fort Bend County, Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, by that certain Declaration of Annexation instrument of even date herewith executed by Declarant, the Subdivision was 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 (as defined in the Declaration) in the Subdivision to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

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 as portion of the Properties as a Neighborhood. The Subdivision is hereby designated by the Declarant as "The Section 25 Neighborhood".

2. Neighborhood Assessment. The Owners of Lots within The Section 25 Neighborhood shall be assessed and are liable to pay a Neighborhood Assessment to the Association in addition to Residential Assessments 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. It is anticipated that the initial Neighborhood Assessment for The Section 25 Neighborhood will be $50.00 per Lot per year.

ARTICLE III
PRIVATE STREETS

1. Disclosure. As set forth on the plat of the Subdivision (the "Plat"), all of the Streets within the Subdivision are private Streets. The Streets within the Subdivision have not been dedicated to the public and no governmental entity (including, but not limited to, the City of Houston, Texas, or the County of Fort Bend, Texas) shall be responsible for the repair, maintenance, or upkeep of the Streets within the Subdivision and the gated entry. Any and all matters related to the private Streets within the Subdivision shall be governed by and in keeping with any and all rules and/or regulations now or hereafter enacted by any governmental authority having jurisdiction. Although the Association shall be responsible for the maintenance, repair, and replacement of the Streets within the Subdivision, as more particularly set forth in the Declaration and this Supplemental Declaration, each and every Owner of a Lot within the Subdivision shall be responsible for paying when due to the Association the Neighborhood Assessment levied on each Lot by the Board of Directors of the Association to provide funds for the maintenance, repair, and replacement of Streets within the Subdivision. Accordingly, whether or not specifically addressed in the conveyance instrument for any Lot within the Subdivision, each Owner of any Single Family Residence or Lot located within the Subdivision shall, by acceptance of delivery of the deed, assume all responsibility for payment to the Association, when due, of the Neighborhood Assessment.

2. Reserve Fund. The Association's Board of Directors shall create a reserve fund restricted to use for (i) the maintenance and repair of the private Streets within The Section 25 Neighborhood and the limited access gates and related improvements and (ii) the reconstruction and replacement of the private Streets within The Section 25 Neighborhood.

3. Markings or Postings. The Association shall, as an expense paid with Neighborhood Assessments, perpetually maintain the markings or posting required for fire lanes, signs giving notice of private Streets, and access control mechanisms for emergency vehicles.

ARTICLE IV
EASEMENTS

1. Easements for Utilities and Public Services.

(a) Declarant hereby grants to the Association, to Fort Bend County, Texas, and to any other public authority or agency, utility district, or utility company, a perpetual easement upon, over, under, and across the right of way for Streets within the Subdivision for the purpose of installing, replacing, repairing, and maintaining all utilities, including, but not limited to, storm sewers, electrical, gas, telephone, water, and sewer lines, street lights, street signs and traffic signs. To the extent possible, utility lines and facilities shall be located underground. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems. Notwithstanding anything stated or implied herein to the contrary, the easement hereby granted does not include the right to erect or maintain a tower or similar facility for the transmission of cellular telephone signals.

(b) There is also hereby granted to Fort Bend County, Texas and to such other governmental authority or agency as shall from time to time have jurisdiction over the Subdivision (or any portion thereof) with respect to law enforcement, fire protection and emergency medical services, the perpetual, non-exclusive right and easement upon, over and across all of the Subdivision for purposes of performing duties and activities related to law enforcement, fire protection and emergency medical services.

2. Easements for Association.

There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon the Streets and any Lot in the Subdivision in the performance of their respective duties pursuant to the Declaration. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the residence directly affected thereby.

3. Easement for Access. Declarant hereby declares, grants and reserves for itself, its successors and assigns and for the benefit of the Owners of the Lots in the Subdivision, their successors, representatives and assigns, their invitees, lessees, guests and agents, a non-exclusive and perpetual easement over the private Streets which have been or are hereafter constructed by Declarant for the purpose of vehicular and pedestrian ingress and egress to and from the Lots in

the Subdivision. Such easement is for the benefit of and appurtenant to each Lot in the Subdivision and shall run with the land. The access easement hereby created is subject to the right of the Association to operate and maintain an entry gate as a privacy oriented system which requires as a condition of entry to the Subdivision such identification cards, passes, keys, or similar devices as may be established from time to time by the Association's Board of Directors.

ARTICLE V
GENERAL PROVISIONS

1. Term. The provisions of this Supplemental Declaration shall run with the land and shall be binding upon all Persons owning a Lot in of the Subdivision for a period of forty (40) years from the date the 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 also 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. 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 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 14th day of November, 2012.

JDC/FIRETHORNE, LTD.,
a Texas limited partnership

By: JDC GP, INC., general partner

By: _____
Wayne C. Meyer, Vice President

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 14th day of November, 2012 by Wayne C. Meyer, Vice President of JDC GP, INC., a Texas corporation which is the general partner of JDC/FIRETHORNE, LTD., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

MARY JO JASPERSON
Notary Public, State of Texas
My Commission Expires
April 09, 2016

_____
Notary Public in and for
the State of Texas

Return@ counter
AFTER RECORDING RETURN TO:
Ms Mary Jo Jasperson
JDC/Firethorne ~~Rd.~~ Ltd.
28100 N. Firethorne Rd.
Katy, TX 77494

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas
November 14, 2012 01:24:42 PM
FEE: $27.00 KW
RESTRICT

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