

4 Courtesy

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01/09/2007 RP2 \$28.00

RESTR

**SILVERGLEN NORTH, SECTION SEVEN  
SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF COVENANTS,  
CONDITIONS and RESTRICTIONS FOR SILVERGLEN NORTH**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

KNOW ALL MEN BY THESE PRESENTS

X

This Supplemental Declaration of Master Declaration of Covenants, Conditions and Restrictions for Silverglen North ("Supplemental Master Declaration") is made this the 31 of January, 2007, by Silverglen Partners, L.P., a Texas Limited Partnership, of the County of Harris, State of Texas (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant has executed that certain Master Declaration of Covenants, Conditions and Restrictions for Silverglen North filed of record under County Clerks File No. W413885, Real Property Records, Travis County, Texas, Real Property Records, Harris County, Texas, as supplemented (collectively referred to herein as the "Master Declaration") encumbering all of the property of Silverglen North as described therein;

**WHEREAS**, Declarant is the owner of the property described as SILVERGLEN NORTH, SECTION SEVEN, in Harris County, Texas, according to the map or plat thereof recorded under Film Code Number 599078, Plat Records of Harris County, Texas (hereinafter referred to as the "Property") and a portion of Silverglen North, a subdivision in Harris County, Texas;

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**WHEREAS**, ARTICLE VIII, Section 1 of the Master Declaration provides, in pertinent part, as follows:

Section 1. Unilateral Annexation By Declarant. The Declarant, as the owner hereof or, if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option, but not the obligation, at any time and from time to time to annex additional real property adjacent to or in the vicinity of the subdivisions to the jurisdiction of the Association by filing for record either a Supplemental Declaration in respect to the property being annexed which subjects the lots within the Association's jurisdiction or an instrument which describes the annexed property and subjects the lots therein to all of the provisions of this Declaration. Any such annexation shall be effective as to the property described therein upon the filing for record of such Supplemental Declaration or other instrument unless otherwise provided therein.

**WHEREAS**, Declarant desires to supplement the Master Declaration to annex the Property, which shall inure to the benefit and pass with the Property, and each and every parcel or re-subdivision thereof, and shall apply to and shall bind all owners of any portion thereof;

**NOW, THEREFORE**, Declarant hereby subjects the Property to the provisions of the Master Declaration. The Property shall be held, transferred, sold and conveyed subject to the Master Declaration as modified or supplemented herein; and

**FURTHER**, Declarant hereby declares that all of the Property be held, transferred, sold and conveyed subject to the provisions of the Master Declaration and this Supplemental Master Declaration, hereby specifying and agreeing that the Master Declaration and this Supplemental Master Declaration and the provisions thereof shall be and do constitute covenants running with the land and shall be binding upon the Declarant, its successors and assigns, and all subsequent owners of any portion of the Property, and the owners, by acceptance of their deeds, for themselves, their heirs, executors and

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assigns, covenant and agree to abide by the terms and conditions of the Master Declaration and this Supplemental Master Declaration.

Defined terms not otherwise defined herein shall have the meanings set forth in the Master Declaration.

In no way does this Supplement Master Declaration modify or amend any other of the covenants set forth in the covenants, conditions, and restrictions set forth in the Master Declaration.

The singular shall be treated as the plural and vice versa, if such treatment is necessary to interpret this Supplemental Master Declaration. Likewise, if either the feminine, masculine or neuter gender should be any of the other genders, it shall be so treated.

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Master Declaration effective as of the date first set forth above.

EXECUTED this 3<sup>rd</sup> day of January, 2007.

SILVERGLEN PARTNERS, L.P.,  
a Texas limited partnership

102

By: *Michael K. Love*  
Name: Michael K. Love  
Title: President

RECORDED

*Beverly A. Kesterson*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2007 JAN -9 PM 1:19

FILED

STATE OF TEXAS

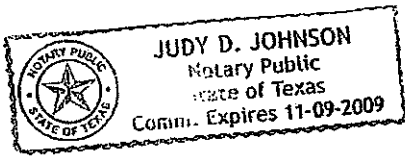
COUNTY OF HARRIS

§  
§  
§

This instrument was acknowledged before me on this 3<sup>rd</sup> day of January, 2007, by Michael K. Lovel, President of McGuyer Homebuilders, Inc., a Texas corporation, General Partner of SILVERGLEN PARTNERS, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.

*Judy D. Johnson*

Notary Public in and for the State of Texas



Printed Name: Judy D. Johnson  
My Commission Expires: 11-9-09

11-09-09

**LIENHOLDER'S CONSENT AND SUBORDINATION  
TO SUPPLEMENTAL MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR SILVERGLEN NORTH**

THE STATE OF COLORADO    §  
  §            KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENVER       §

That KeyBank National Association, the owner and holder of that certain promissory note dated October 3, 2005 in the original principal amount of \$5,805,000.00, executed by Silverglen Partners, L.P., a Texas limited partnership, payable to the order of the undersigned, secured by a deed of trust lien on all or a portion of the property subject to the foregoing Supplemental Master Declaration, as evidenced by deed of trust instrument filed under County Clerk's File No. Y819798 and recorded in the Official Public Records of Harris County, Texas, executes this instrument to subordinate the lien of such deed of trust to the foregoing Supplemental Master Declaration of Covenants, Conditions and Restrictions for Silverglen North.

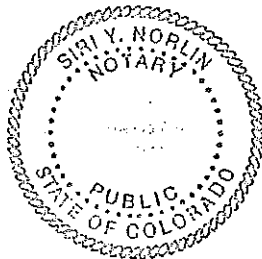
EXECUTED the 3rd day of January, 2007.

KeyBank National Association

By: *Tammy Naccarato*  
Name: Tammy Naccarato  
Title: Assistant Vice President

THE STATE OF COLORADO    §  
  §  
COUNTY OF DENVER       §

The foregoing instrument was acknowledged before me on the 3rd day of January, 2007 by Tammy Naccarato, Assistant Vice President of KeyBank National Association, a national banking association, on behalf of said banking association.



*Siri Y. Norlin*  
Notary Public in and for  
the State of Colorado

*[Handwritten mark]*

RETURN TO:  
MILLENNIUM TITLE CO.  
4700 W. Sam Houston Pkwy. North, Suite 100  
Houston, TX 77041  
ATTN: Kelly Ford

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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 the number Sequence on the date and at the place stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on:

JAN - 9 2007



*Dorely L. Kayman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS