

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANE ISLAND, SECTIONS 7 AND 8**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTIES OF WALLER §
AND HARRIS §

WHEREAS, KATY 850 LLC, a Texas limited liability company (the "Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions for the Cane Island (the "Declaration") dated February 2, 2015, recorded on February 4, 2015, under Clerk's File No. 1500772, in the office of the County Clerk of Waller County, Texas, and on February 11, 2015, under Clerk's File No. 20150056783, in the office of the County Clerk of Waller County, Texas, which imposed covenants, conditions and restrictions on Cane Island, Section 1, Section 4 and Section 5, a subdivision in Waller and Harris Counties, Texas, as more fully set forth therein ("Cane Island "); and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, Declarant caused the Cane Island Community Association, a Texas non-profit corporation (the "Association") to be formed, the purposes of which are to provide for the maintenance, preservation, and architectural control of the residential lots and common areas located within Cane Island and any additions thereto which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, Article XIII, Section 1 of the Declaration provides that until the Declarant no longer owns one (1) or more lots or any other plot or tract of land within Cane Island, additional residential property or common area may be unilaterally annexed by the Declarant and without approval by members of the Association; and

WHEREAS, Article XIII, Section 1 of the Declaration further provides that annexation of additional property shall encumber said property with all of the covenants, conditions, restrictions, reservations, liens and charges set forth in the Declaration and shall become effective on the date a supplemental declaration is signed and acknowledged by the owner of said annexed property and the Declarant and is filed for record in Waller County, Texas;

WHEREAS, the Declarant owns one (1) or more lots within Cane Island; and

WHEREAS, the Declarant is the owner of that certain real property known as Cane Island, Section 7, a subdivision in Waller County, Texas, according to the map or plat thereof, recorded in the Map or Plat Records of Waller County, Texas, under Document Number 1406267 of the Map or Plat Records of Waller County, Texas ("Section 7"); and

WHEREAS, the Declarant is the owner of that certain real property known as Cane Island, Section 8, a subdivision in Waller County, Texas, according to the map or plat thereof, recorded in the Map or Plat Records of Waller County, Texas, under Document Number 1406268 of the Map or Plat Records of Waller County, Texas ("Section 8"; herein, Section 7 and Section 8 being collectively herein called the "Annexation Property"); and

WHEREAS, the Declarant, desires to annex the Annexation Property within the authority and jurisdiction of the Association and subject the Annexation Property to the terms, covenants and conditions of the Declaration;

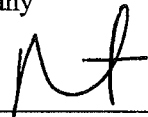
NOW, THEREFORE, for and in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

The Annexation Property shall be annexed into Cane Island to be under the authority and jurisdiction of the Association, and the Annexation Property shall be held, transferred, sold, conveyed, used and occupied in accordance with and subject to those certain

covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration, as it may be hereafter amended, which shall run with the land and be binding on all parties having any right, title, or interest in the Annexation Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof. The Annexation Property shall be included within the definition of "Property" or "Properties" in the Declaration. Further, the plat of the Annexation Property shall be included within the definition of "Plat" or "Plats" in the Declaration.

EXECUTED this 8th day of May, 2015.

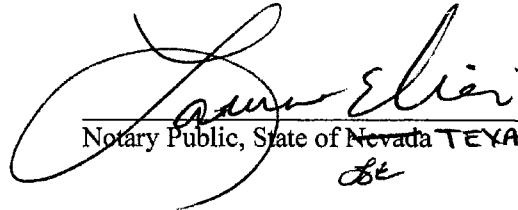
KATY 850 LLC, a Delaware limited liability company

By: 
Mathew K. Lawson, Vice President

THE STATE OF NEVADA

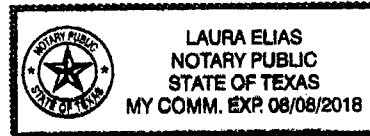
COUNTY OF CLARK

This instrument was acknowledged before me on the _____ day of _____, 2015, by Mathew K. Lawson, Vice President of **Katy 850 LLC**, a Delaware limited liability company, on behalf of said entity.


Notary Public, State of Nevada ~~TEXAS~~
LE

WHEN RECORDED, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, TX 77056
File No. 122647-02



FILED AND RECORDED

Instrument Number: 1502959

Filing and Recording Date: 05/11/2015 03:54:42 PM Pages: 4 Recording Fee: \$24.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Stephanie Tompkins, Deputy

Returned To:
PLAN COMMUNITY MANAGEMENT
ATTN: KELLY REZNECİK
15995 NORTH BARKERS LANDING SUITE 162
HOUSTON, TX 77079