

**SUPPLEMENT TO DECLARATION
HILLS OF WESTWOOD PROPERTY OWNERS' ASSOCIATION
REGARDING INDIVIDUAL POOL MEMBERSHIP**

This Supplement to Declaration (the "Supplement") is made on August 14, 2006 by the HILLS OF WESTWOOD PROPERTY OWNERS' ASSOCIATION, INC., a Texas non-profit corporation (the "Hills Association") and supplements the Declaration of Covenants, Conditions and Restrictive Covenants of Hills of Westwood, a subdivision in Temple, Bell County, Texas, duly recorded in Volume 5390, Page 138, of the Official Public Records of Real Property of Bell County, Texas (the "Hills Declaration").

RECITALS:

- A. The Hills Association governs those lots and blocks located within the subdivision known as The Hills of Westwood, a subdivision located in Temple, Bell County, Texas (the "Hills Subdivision").
- B. The Hills Association is the owner of that certain tract of land located within the confines of the Hills Subdivision (the "Property"), which is improved with a swimming pool and related improvements (collectively the "Pool").
- C. The Pool was constructed for the benefit and use of the property owners within the Hills Subdivision and members of the Hills Association.
- D. A Non-Resident member ("Non-Resident") is a property owner who owns residential property located outside the Hills Subdivision and is not a member of the Hills Association. The Non-Resident has been invited to acquire membership privileges in the Pool.
- E. The Hills Association will set forth the agreements as to the Pool and its use.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained and the mutual benefits derived by the Hills Association, the Non-Resident agrees as follows:

AGREEMENTS:

1. **Membership Privileges in the Pool.** Each member of the Hills Association has the full use and benefit of the Pool. Non-Residents must be invited to acquire membership privileges in the Pool (the "Pool Membership"), but will not be allowed membership in the Hills Association.
2. **Application Period.** The invitation to acquire Pool Membership will be extended indefinitely to Non-Residents, effective upon the execution of this Supplement, or until the Hills Association determines to end such application period, at which time no other applications for Non-Resident memberships will be accepted.
3. **Terms of Pool Membership.** If, during the Application Period, a Non-Resident elects to acquire Pool Membership, the Pool Membership will attach to such electing member's real property and not to the individual or electing member. Each record owner of the electing member's real property must sign the Application for Pool Membership and agree to subject themselves and their respective property to the rules and regulations of the Pool Membership, which application will be filed of record in the Official Public Records of Real Property of Bell County, Texas. Pool Membership and

Privileges will extend to the property owner, his/her heirs, guests and invitees so long as such electing member owns his/her respective property. The Pool Membership and Privileges will pass to each subsequent owner of the property upon the sale of the property to a third party.

4. **Assessments and Rules and Regulations.** The electing member (his/her heirs, guests and invitees) and his/her real property will be subject to all assessments, charges, fines, late fees, covenants, conditions, rules and regulations of the Hills Association and of the Hills Declaration pertaining to the Pool and the Pool's operations, including but not limited to (a) the payment of any assessments, fees or fines due the Hills Association that is attributable to the Pool, its use and the Pool Membership, (b) compliance by the Non-Resident member, their heirs, guests and invitees of all rules and regulations pertaining to the Pool, (c) the assessment of a lien by the Hills Association upon the defaulting property owner for non-payment of any assessments, fees or fines pertaining to the Pool, its use and the Pool Membership, and (d) all other remedies and rights of enforcement allowed by the Hills Declaration or by law with respect to a default by the property owner of a property and its use of the Pool and the Pool Membership.

The Non-Resident and/ or their respective property will remain subject to all assessments, charges, fines, late fees, covenants, conditions and rules and regulations of their respective Property or Home Owner's Association and their Subdivision Declaration, if applicable.

5. **Termination of Pool Membership.** Pool Membership cannot be assigned, abandoned, canceled or terminated once a Non-Resident member has elected to acquire Pool Membership.

6. **Miscellaneous.**

6.1. **Attorneys' Fees.** In the event any Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.2. **Amendment.** The provisions of this Supplement may be modified or amended, in whole or in part, only by the written consent of all Parties, evidenced by a document that has been fully executed and acknowledged the Parties.

6.3. **No Waiver.** No waiver of any default of any obligation by a Party shall be implied from any omission by either Party to take any action with respect to such default.

6.4. **No Agency.** Nothing in this Supplement will be deemed or construed by any Party to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties.

6.5. **Separability.** Each provision of this Supplement is hereby declared to be independent of and severable from the remainder of this Supplement. If any provision contained herein is held to be invalid or to be unenforceable, such holding will not affect the validity or enforceability of the remainder of this Supplement.

6.6. **Time of Essence.** Time is of the essence of this Supplement.

6.7. **Entire Agreement.** This Supplement contains the complete understanding and agreement between the Parties with respect to all matters referred to herein, and all prior agreements, representations and understandings are superseded hereby.

6.8. Governing Law. The laws of the State in which the Property is located shall govern the interpretation, validity, performance, and enforcement of this Supplement.

IN WITNESS WHEREOF, the Hills Association has executed this Supplement as of the date first written above.

HILLS ASSOCIATION:
HILLS OF WESTWOOD PROPERTY OWNERS' ASSOCIATION, INC. a Texas non-profit corporation

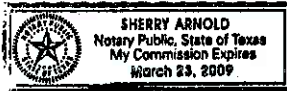
By: [Signature]
Printed name: John Kiella
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on Aug. 16th, 2006, by John Kiella, in his capacity as President (title) of HILLS OF WESTWOOD PROPERTY OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC



AFTER RECORDING RETURN TO:
HILLS OF WESTWOOD PROPERTY OWNERS ASSOCIATION
P. O. Box 1344
Temple, TX 76503-1344

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FILED FOR RECORD
2006 AUG 16 PM 2 54
VACANT
COUNTY CLERK, BELL COUNTY TX
BY [Signature]

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