

**SUPPLEMENTAL AND AMENDED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**LAKES OF WOODTRACE  
(AMENDMENT)**

THIS SUPPLEMENTAL AND AMENDED DECLARATION is made on the date hereinafter set forth by Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, dba Friendswood Development Company (hereinafter called "Declarant") (the "Amendment"):

WITNESSETH:

WHEREAS, Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, as Declarant, executed that one certain Declaration of Covenants, Conditions, and Restrictions for Lakes of Woodtrace, which was recorded under Montgomery County Clerk's File No. 2014007958 (the "Declaration");

WHEREAS, the undersigned Owner, Forestar (USA) Real Estate Group Inc. owns the Lots described on Schedule I hereto;

WHEREAS, Declarant now wishes to amend certain terms of the Declaration; and

WHEREAS, Declarant has the unilateral right to amend the Declaration without the vote, consent or joinder of any party, pursuant to the terms of such Declaration, unless some of the Property has an Owner other than Declarant, in which case such additional Owner must consent to the Amendment;

NOW, THEREFORE, Declarant hereby declares, with the consent of the undersigned additional Owner, that the real property described in the Declaration, whether originally described therein or annexed thereto, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Supplemental Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE 1.  
Definitions

All capitalized terms herein shall have the meanings set forth in the Declaration, unless defined otherwise herein.

ARTICLE 2.  
Property Subject to the Declaration

The real property which is, by the recording of the Declaration and any Supplemental Declaration, subject to the covenants and restrictions set forth in the Declaration and which, by virtue of the recording of this Supplemental Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Supplemental Declaration is all of the real property in the Subdivision, being the real property described in such Declaration and any Supplemental Declarations annexing additional real property thereto.

ARTICLE 3.  
Amendment

Pursuant to Article XI, Section 3 of the Declaration, Declarant has the unilateral right to amend the Declaration without the consent of any party unless some of the Property has an Owner other than Declarant, in which case such additional Owner shall consent. In the event of any conflict between the Declaration and this Amendment, this Amendment shall control. Such Amendment is hereinafter set forth:

Article IX, Section 27 Drainage is hereby deleted in its entirety and is replaced with the following language, as if originally included therein:

"Section 27. Drainage. Texas law in connection with the Texas Water Code requires that the Owner of a Lot ensure that the placement of any improvement or landscaping on the Owner's Lot does not halt or materially impede drainage flowing off of a neighboring Lot and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring Lot. Enforcement of this requirement is by the affected Owner(s). The drainage from each Lot should be directed to the street where possible. In instances where the rear area of a Lot is lower than the elevation of the street, a Lot-to-Lot drainage solution may be needed. In these situations, a Lot cannot block drainage from an adjacent Lot that naturally flows across that Lot on a path to a drainage swale, stream or outlet. Enforcement of this requirement is by the affected Lot Owner(s)."

This Supplemental Declaration is intended to comply with and does comply with Article XI, Section 3 of the Declaration and Declarant, by execution and recordation of this Supplemental Declaration, and the consent of the undersigned additional Owner, has amended the Declaration

as set forth herein. All real property shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Declaration as amended.

Executed effective the 22 day of April, 2014.

DECLARANT:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, by its general partner, Lennar Texas Holding Company

By: [Signature]  
Name: John W. Hammond  
Title: Vice President

OWNER:

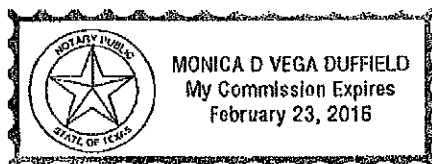
FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation

By: [Signature]  
Name: Mary M. Cowser  
Title: Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day of April, 2014, by John W. Hammond, Vice President of Lennar Texas Holding Company, general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said limited partnership.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 16<sup>th</sup> day of April, 2014, by Mary M. Cowser, Senior Vice President of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, on behalf of said corporation.

Siromi C.R. Nadarajah  
Notary Public, State of Texas



## SCHEDULE I

### LOTS:

S1/B1/ 6, 7, 10, 11, 17, 18, 19, 23, 24

S1/B2/ 2, 7, 8, 9, 12, 13, 19, 20, 21, 22, 23,26,27 31,32

S2/B1/ 5,6


S2/B2/6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 30,31,32,33,34,35,36,37,38, 39, 40,41, 51,52,53, 55

S2/B3/ 1, 2, 3, 7, 8, 9, 15, 16, 17, 18, 22, 23,28,29,32,33,34

S3/B1/ 16-37

S3/B2/ 1-11

E-FILED FOR RECORD  
04/22/2014 1:47PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.

04/22/2014



County Clerk  
Montgomery County, Texas