

5572-70

514-16-2684

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HANNOVER ESTATES,
SECTION ONE (1), A/K/A HANNOVER FOREST, A SUBDIVISION
IN HARRIS COUNTY, TEXAS (A RESIDENTIAL SUBDIVISION)

Amended

08/01/97 200472241 5572270 \$13.00

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:
§

WHEREAS, GEORGE WIMPEY OF TEXAS INC., doing business as MORRISON HOMES (herein referred to as "Declarant"), as the owner of all of that certain tract of land known as HANNOVER ESTATES, SECTION ONE, a/k/a HANNOVER FOREST, in Harris County, Texas, according to the plat thereof filed under County Clerk's File No. 5421138, and duly recorded under Film Code Reference No. 387116 of the Map Records of Harris County, Texas, did cause to be filed and placed of record a certain Declaration of Covenants, Conditions and Restrictions for Hannover Estates, Section One (1), a/k/a Hannover Forest, A Subdivision in Harris County, Texas on April 28, 1997, recorded under County Clerk's File No. 5425230, Film Code Reference No. 512-78-0900 of the Official Public Records of Real Property of Harris County, Texas (herein called the "Restrictions");

*13
K*

WHEREAS, the Restrictions provide that the same can be amended by at least sixty-six and two-thirds percent (66 2/3%) of the Owners (as defined in the Restrictions) and Declarant herein as of the date hereof represents and constitutes at least 66 2/3% of the Owners (as defined in the Restrictions) in Hannover Estates, Section One (1), a/k/a Hannover Forest.

NOW, THEREFORE, pursuant to the foregoing, Declarant herein does hereby establish and declare the following amendments to the Restrictions, which amendments shall run with the property described in the Restrictions, and shall be binding on all parties having, claiming or acquiring any right, title or interest in the said property or any part thereof, their respective heirs, executors, administrators, legal representatives, successors and assigns and shall be for and inure to the benefit of each owner of any portion of said property, or any interest therein, their respective heirs, executors, administrators, legal representatives, successors and assigns.

514-16-268

I.

The definitions used in the Restrictions and which are used herein shall have the meanings as contained in the Restrictions (unless the context clearly indicates otherwise) and all references to section numbers herein shall refer to the sections as contained in the Restrictions.

II.

Article I, Section 9 of the Restrictions is hereby amended to read as follows:

Section 9. "Hannover Forest Homeowners Association" or "Association" shall mean the non-profit Texas Corporation by such name incorporated on April 28, 1997, under Charter No. 01443748, its successors and assigns.

III.

Article II, Section 2(b) of the Restrictions is hereby amended to read as follows:

Section 2. Easements.

(b) There is reserved for Declarant a three (3) foot wide unobstructed (except as hereinafter set forth) drainage easement adjacent and parallel to each of the side and rear lot lines of each Lot, together with the right of ingress and egress for the purpose, without liability to Owner, of excavating to the extent reasonably necessary, and constructing, maintaining, repairing, and reconstructing drainage swales as part of the surface water drainage system of the Lot and the Properties. Unless Declarant shall otherwise approve, each drainage easement shall remain unobstructed by any structures, pavement or landscaping plantings that may impede the free flow of surface water drainage, provided, however, the air conditioning pad, condensor and related equipment may be permitted to be placed within said easement provided it is located as close to the dwelling as is reasonably practical. Any construction of drainage swales and other drainage improvements undertaken by Declarant on the easement area shall be for the account of the Lots benefited by such work, and the Owners of the Lots so benefited shall pay Declarant for its work promptly upon receipt of an invoice for the work. To secure the payment of such charges in the event of nonpayment, a continuing and contractual lien is retained in favor of Declarant identical in terms to the assessment lien described in Article VI of this Declaration of Covenants, Conditions and Restrictions.

IV.

Article II, Section 4 of the Restrictions (entitled "Initial Construction Period - Repurchase Option") is hereby deleted in its entirety.

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HANNOVER ESTATES (A/K/A HANNOVER FOREST)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for HANNOVER ESTATES A/K/A HANNOVER FOREST is executed this 26 day of September, 2002, by the HANNOVER FOREST HOMEOWNERS ASSOCIATION ("HOA"), under the terms and conditions hereunder set forth;

WHEREAS, that one certain Declaration of Covenants, Conditions and Restrictions for Hannover Estates, Section 1 (a/k/a Hannover Forest) was recorded April 28, 1997, under Harris County Clerk's File No. S425230 and amended by that one certain Amendment to Declaration of Covenants, Conditions and Restrictions for Hannover Estates, Section 1 (a/k/a Hannover Forest) recorded August 1, 1997, under Harris County Clerk's File No. S572270 (as amended the "Original Declaration");

WHEREAS, Article VI, Section 11 of the Original Declaration allows for additional land to be added to membership in the Association and subject to the terms of the Declaration; and

WHEREAS, the Board of Directors of the Association has deemed it to be in the best interests of the Association to add (i.e. annex) additional lands into the membership of the Association and make such additional lands subject to the Original Declaration; and

WHEREAS, the current owner of such property, Lennar Homes of Texas Land and Construction, Ltd. ("Lennar"), also wishes such additional land to be annexed into the membership of the Association and made subject to the terms of the Original Declaration;

NOW THEREFORE, the Association hereby declares as follows:

1. The real property described on Exhibit A attached hereto and made a part hereof, which is commonly known as Hannover Village, Sections 1, 2 3 and 4, is hereby annexed into and shall hereafter be a part of the Association. Such real property is hereby made subject to the Original Declaration and all terms and conditions of such Original Declaration, as if originally a part thereof, except as herein provided. Any Owners of any land within the real property described on Exhibit A shall be a member of the Association, as if originally a member thereof.
2. The real property described on Exhibit A and any lots platted from such real property shall not be subject to and are exempted from the easement described in Article II, Section 2(b) of the Original Declaration, as long as drainage plans for such real property are submitted to and approved by all regulatory authorities with jurisdiction without such easement..

Deleted: 9/18/2002

Inserted: 9/18/2002

Deleted: 9/6/2002

3. During the time that development construction activities are being conducted upon the real property described on Exhibit A hereto, the Association hereby assigns to Lennar the rights reserved to Declarant in Article III, Section 8 of the Original Declaration regarding the use of temporary structures in its development and construction activities. Lennar agrees that it will place, erect and maintain all temporary structures, sales offices, storages areas, signs and portable toilets in an acceptable manner and appearance. Lennar shall only have one vote per lot in each section, as Lennar is not being assigned any special voting rights originally held by the Declarant.
4. During the time that Lennar is conducting any construction activity upon any portion of the real property described on Exhibit A hereto, the Association hereby assigns to Lennar the rights reserved to Declarant in Article II, Section 2(c) of the Original Declaration regarding as easement for construction and maintenance of fencing on lots.
5. This Supplement Declaration shall be construed under and in accordance with the laws of the State of Texas and shall run with the land.

HANNOVER FOREST HOMEOWNERS
ASSOCIATION

By: *Jerome A. Patridge*
 Name: JEROME A. PATRIDGE
 Title: PRESIDENT

LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.

By its general partner, LENNAR TEXAS
HOLDING COMPANY

By: _____
 Name: _____
 Title: _____

Deleted: 9/18/2002
 Inserted: 9/18/2002
 Deleted: 9/6/2002

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerome Patridge, as President of HANNOVER FOREST HOMEOWNERS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2002,

Deleted: 2002

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of LENNAR TEXAS HOLDING COMPANY, general partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2002,

Deleted: 2002

NOTARY PUBLIC, State of Texas

Deleted: 9/18/2002
Inserted: 9/18/2002
Deleted: 9/6/2002

EXHIBIT A
"Annexation Property"

Deleted: 9/18/2002
Inserted: 9/18/2002
Deleted: 9/6/2002

ANNEXATION AGREEMENT

This Annexation Agreement is entered into this 26 day of September, 2002, by and between the HANNOVER FOREST HOMEOWNERS ASSOCIATION ("HOA") and LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. ("Lennar") under the terms and conditions hereunder set forth, and thus,

WHEREAS, the HOA is the existing homeowners association for a subdivision in Harris County, Texas known as Hannover Estates, Section 1 a/k/a Hannover Forest; and

WHEREAS, Lennar has purchased certain real property which is described on Exhibit A attached hereto and is developing such real property into four Section to be known as Hannover Village 1, 2, 3 and 4; and

WHEREAS, in lieu of creating a new homeowners association for Hannover Section 1, 2, 3 and 4, Lennar and the HOA have agreed to have the HOA annex the four new sections bring them into the Association in exchange for certain agreements between Lennar and the HOA;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration this day exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged and confessed Lennar and the HOA agree as follows:

1. The HOA agrees to execute and record a Supplemental Declaration which will annex each of the four new Sections being developed by Lennar. Each Section will be annexed after the preliminary plat for each Section has been completed and, with the exception of Section 1, prior to the construction of any homes in such Section. As the preliminary plats have been completed, all four sections will be annexed in one Supplemental Declaration.
2. Lennar will convey a .6 acre tract to the HOA by special warranty deed to be used for common area, swimming pool and recreational facilities, which .6 acre tract will be located in Section 3. A delineation of such .6 acre tract is attached hereto and made a part hereof as Exhibit B. The special warranty deed which conveys such .6 acre tract will be recorded at such time as the final plat for Section 3 is recorded, or earlier if practical.
3. Within two (2) weeks of the conveyance of such .6 acre tract, Lennar will contribute \$40,000 in cash to the HOA, which the HOA agrees will be used in the construction of the facilities on such tract.

4. Construction of the facilities by the HOA will commence on or before March 2004.
5. The HOA agrees to spend sufficient funds (which will include the Lennar \$40,000.00) on such facilities to make such facilities suitable for the proposed usage. Lennar will be included in the planning of such facilities to complete the facilities and is given the right to be included in the construction committee for review of all construction aspects and phases. The HOA represents that it has (or will timely have) the balance of such funds and that the construction of the facilities will commence by March 1, 2004.
6. Lennar will not be charged or assessed any transfer fees by the HOA or its management company at the time of sales of homes to its buyers.
7. Lennar will agree to be subject to the HOA's current Covenants, Conditions and Restrictions with the following stipulations:
 - ▶ Lennar will be responsible for architectural review of its building program. Lennar will ensure that the homes will meet the minimum construction and architectural requirements of the current Covenants, Conditions and Restrictions. Prior to starting construction, Lennar will provide to the HOA, for its review and approval, plans and elevations of the houses to be constructed in the upcoming section of the subdivision.
8. The four new Sections will be exempt from (and each Supplemental Declaration will so state) the drainage easements along side and rear lot lines set forth in Article II, Section 2 of the Original Declaration, as amended.

(SIGNATURE ON NEXT PAGE)

HANNOVER FOREST
HOMEOWNERSASSOCIATION

By: Jerome A. Patridge
Name: Jerome A. Patridge
Title: PRESIDENT

LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.

By its general partner, LENNAR TEXAS
HOLDING COMPANY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerome Patridge, as President of HANNOVER FOREST HOMEOWNERS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2002.

Deleted: 2002

NOTARY PUBLIC, State of Texas

Deleted: 9/18/2002

Inserted: 9/18/2002

Deleted: 9/6/2002

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of LENNAR TEXAS HOLDING COMPANY, general partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of

_____, ~~2002~~

Deleted: 2002

NOTARY PUBLIC, State of Texas

Deleted: 9/18/2002
Inserted: 9/18/2002
Deleted: 9/6/2002

EXHIBIT A

Real Property Description

Deleted: 9/18/2002
Inserted: 9/18/2002
Deleted: 9/6/2002