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Dianna Wilson
Dianna Wilson, County Clerk

Fort Bend County Texas

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FD-1488

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

FOR

**WALNUT CREEK
(AMENDMENT)**

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, (hereinafter sometimes called "Declarant"):

WITNESSETH:

WHEREAS, Lennar Homes of Texas Land and Construction, Ltd. as Declarant, executed that one certain Declaration of Covenants, Conditions, and Restrictions for Walnut Creek, which was recorded on February 19, 2007 under Fort Bend County Clerk's File No. 2007020558 (the "Declaration"); and

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;

NOW, THEREFORE, Declarant hereby declares 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

FID-TK08

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

FOR

**WALNUT CREEK
(AMENDMENT)**

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, (hereinafter sometimes called "Declarant"):

WITNESSETH:

WHEREAS, Lennar Homes of Texas Land and Construction, Ltd. as Declarant, executed that one certain Declaration of Covenants, Conditions, and Restrictions for Walnut Creek, which was recorded on February 19, 2007 under Fort Bend County Clerk's File No. 2007020558 (the "Declaration"); and

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;

NOW, THEREFORE, Declarant hereby declares 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**

Section 1. 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 the real property described in such Declaration and any Supplemental Declarations annexing additional real property thereto.

ARTICLE 3.
Amendment

Section 1. Pursuant to Article XI, Section 3 of the Declaration, Declarant has the unilateral right to amend the Declaration by recordation of a Supplemental Declaration. A Supplemental Declaration pursuant to Declarant's unilateral right to amend does not require the vote of the members of the Association nor approval by the Association or any person.

The following is added as Section 11 to Article V, as if originally included therein, to be effective as of January 1, 2009:

Section 11. Capitalization Fee. Beginning with the first sale of a Lot to a homebuyer (ie from a builder) and the first sale of a Commercial Unit from the Declarant, and on every resale thereafter, each Owner of an Lot or Commercial Unit other than Declarant (whether one or more Persons) at the time it purchases a Lot or Commercial Unit, shall be obligated to pay to the Association a fee of \$185.00 per Lot or Commercial Unit, as a Capitalization Fee, regardless of the size or projected usage of such Lot or Commercial Unit at the time of sale. Such funds from the Capitalization Fee collected at each sale shall initially be used to defray initial operating costs and other expenses of the Association, and later used to ensure that the Association shall have adequate funds to meet its expenses and otherwise, as the Declarant (and later the Association) shall determine in its sole discretion (hereinafter "Capitalization Fee"). Such Capitalization Fee shall be non-refundable and shall not be considered an advance payment of any Assessments levied by the Association pursuant to the Declaration. The amount of the Capitalization Fee may be changed prospectively (but not retrospectively) by the Association from time to time in its discretion. Such Capitalization Fee will be billed to the Owner directly at the time of purchase of the Assessable Tract. If any Assessable Tract is subdivided and/or platted into multiple Assessable Tracts, then the multiple Assessable Tracts will thereafter be subject to the Capitalization Fee at the time of each sale of each of the multiple Assessable Tracts. This Capitalization Fee shall be deemed an Assessment for collection purposes, if necessary.

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, 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.

All provisions of the Declaration, as amended, shall apply to all of the Owners with the same force and effect as if said originally included in the Declaration, from the recordation of this Supplemental Declaration forward.

Executed this 10th day of May, 2009.

DECLARANT:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: LENNAR TEXAS HOLDING COMPANY, a Texas corporation, its general partner

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

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 10th day of May, 2008, by John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas corporation, general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said entities.



Monica D. Vega Duffield
Notary Public, State of Texas

After recording return to:

Friendswood Development Company
550 Greens Pkwy, Ste 100
Houston, Texas 77067
Attn: Monica Vega-Duffield