



FOR FILING IN FORT BEND COUNTY, TEXAS

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

FOR

**MILLERS NEIGHBORHOODS COMMUNITY ASSOCIATION
(AMENDMENT)**

THIS SUPPLEMENTAL AND AMENDED DECLARATION (this "Amendment") is executed by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership d/b/a FRIENDSWOOD DEVELOPMENT COMPANY (the "Declarant") and M/I Homes of Houston, LLC.:

WITNESSETH:

WHEREAS, Declarant executed that one certain Declaration of Covenants, Conditions and Restrictions for Millers Neighborhoods Community Association recorded under Fort Ben County Clerk's File No. 2023007348, [as amended by that one certain Supplemental Declaration of Covenants, Conditions and Restrictions for Millers Neighborhoods (Amendment) recorded under Fort Bend County Clerk's File No. 2023026597 (as may be [further] amended, the "Declaration"); and

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

WHEREAS, Declarant has the unilateral right to amend the 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 Amendment 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 or Amended Declarations, subject to the covenants and restrictions set forth in the Declaration and which, by virtue of the recording of this Amendment, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Amendment, is the real property described in such Declaration and any Supplemental or Amended Declarations annexing additional real property thereto.

ARTICLE 3.
Amendment

Pursuant to Article 12, Section 12.03, of the Declaration, the Declaration may be amended by the filing of a recorded instrument executed by the Declarant, without the joinder or consent of any other party. Accordingly, the following amendments are made to the Declaration by the Declarant:

1. Article 1, Section 1.09, the defined term "Declarant" is hereby amended by deletion of the definition and is replaced with the following, as if originally a part thereof:

"1.09 "**Declarant**" shall mean and collectively refer to Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, d/b/a Friendswood Development Company and MI Homes of Houston, LLC, and their successors and assigns, provided that any assignment of the rights of Lennar Homes of Texas Land and Construction, Ltd. d/b/a Friendswood Development Company and MI Homes of Houston, LLC as Declarant, must be expressly set forth in writing and be recorded."

2. Article 1, Section 1.12, is hereby amended by the deletion of the definition and is replaced with the following, as if originally a part thereof:

"1.12 "**Development Period**" shall mean and refer to that period of time beginning on the date when this Declaration has been recorded, and ending eighteen (18) months after the Declarant no longer owns any portion of the Property, or additional property annexed into the Association. At such time as additional property is annexed into the Association by Declarant, the Development Period shall, if it had previously terminated, be reinstated and shall apply to all Lots and Commercial Units owned by Declarant in the newly annexed portion of the Property. Declarant may terminate the Development Period at any time by an instrument executed by Declarant and recorded. The Development Period is defined in Section 209.002(4-a) of the Texas Property Code as the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property."

3. Article 5, Section 5.08, is hereby amended by the deletion of such section and is replaced with the following, as if originally a part thereof:

“5.08 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment charged against each Lot and Commercial Unit shall be due and payable, in advance, on the date of the sale of such Lot or Commercial Unit by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter, or other such date or dates as determined by the Board. Any assessment which is not paid and received by the Association within thirty-one (31) days after its due date shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of eighteen percent (18%) per annum from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent assessment. The monthly late charge, if imposed, shall be in addition to interest. To secure the payment of any assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, fines, administrative charges, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting continuing vendor's lien upon and against each Lot or Commercial Unit and all Improvements thereto for the benefit of the Association, and superior title to each Lot and Commercial Unit is hereby reserved in and to the Association. The lien described in this Section and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Lot or Commercial Unit and any renewal, extension, rearrangements or refinancing thereof, as set forth in Section 5.09 below. The collection of such annual maintenance charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, administrative charges, delinquency charges, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting rights of any owner in default in the payment of any assessment, or other charge owing hereunder for which an Owner is liable, and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists, unless prohibited by law. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by the recordation in the office of the County's Real Property Records of an affidavit, duly executed, and acknowledged by an officer or authorized agent of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot or Commercial Unit, according to the books and records of the Association, and the legal description of such Lot or Commercial Unit. Each Owner, by acceptance of a deed to his Lot or Commercial Unit, hereby expressly recognizes the existence of such continuing vendor's lien as being prior to his ownership of such Lot or Commercial Unit and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid annual maintenance charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapters 51 and 209 of the Texas Property Code (as same may be amended or

revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot or Commercial Unit, each Owner expressly grants, bargains, sells and conveys a power of sale to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot or Commercial Unit, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid assessment, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee such power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the County's Real Property Records. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapters 51 and 209 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot or Commercial Unit shall be required to pay a reasonable rent for the use of such Lot or Commercial Unit and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot or Commercial Unit by forcible detainer without further notice."

4. Article 10, Section 10.14, is hereby amended by the deletion of such section and is replaced with the following, as if originally a part thereof:

"10.14 **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" does not mean or include non-traditional pets such as **pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals**). **The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words.** No Owner or Occupant may keep on a Lot more than three cats and dogs, in the aggregate, without prior written consent of the Board. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas on the Property. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside areas of the Lot. All pet waste will be removed and appropriately disposed of by the owner

of the pet in a timely manner. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Property. If the animal owner fails to remove the animal from the Lot after the Board's request, the Board may remove the animal, in addition to imposing such other sanctions as are authorized by the Declaration and the Bylaws.”

5. Article 10, Section 10.20, is hereby amended by the deletion of such section and is replaced with the following, as if originally a part thereof:

10.20 Storage of Non-Passenger Vehicles & Restrictions on Street Parking. Except as otherwise specifically provided in this Declaration, no Owner, lessee, tenant or occupant of a Lot (including all persons who reside with such Owner, lessee or occupant on the Lot, and any guests), shall park, keep, or store any vehicle for any duration on any Lot or street if the vehicle is visible from any street or any neighboring Lot in the Subdivision (including, but not limited to, boats, trailers, modified trailers, ATVs, Recreational Vehicles/RV's, motorhomes, motor bus, (motorcycles, bicycles, commercial vehicles (as defined by the Texas Administrative Code, a motor vehicle, other than a motorcycle or moped, designed or used primarily for the transportation of property, including any passenger car that has been reconstructed to be used, and is being used, primarily for delivery purposes, with the exception of a passenger car used in the delivery of the United States mail, must be registered as a commercial vehicle), construction equipment, lawn mowers, lawn tractors and similar equipment, and non-operational vehicles). This prohibition does not include a passenger vehicle or light truck, provided the passenger vehicle or light truck is parked on the driveway for a period not exceeding forty-eight (48) consecutive hours, and is not parked overnight on any street in the Subdivision. No vehicle shall be parked, kept, or stored, for any duration, in a manner that blocks, or partially blocks, any sidewalk within the Property or on any Lot.

For purposes of these Restrictions, the term "passenger vehicle" is limited to any vehicle that displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and is used primarily for the personal transportation of passengers and not transportation of passengers or goods for compensation or transportation of passengers or goods or equipment in connection with business use. The term "passenger vehicle" does not include vehicles that, in the sole discretion of the Board, have been adapted or modified for commercial use or that were intended for use as a residence. Such commercial modifications may include, but are not limited to, business signage on the vehicle, removal of passenger seating, or any other conversions that limit the passenger vehicle's ability to transport passengers.

The term "light truck" is limited to a pickup truck, sports utility vehicle, or van. A "light truck" may not exceed one (1) ton capacity and does not include RV's, motorhomes or

motor bus. The term "light truck" does not include vehicles that, in the sole discretion of the Board, have been adapted or modified for commercial use or that were intended for use as a residence. Such commercial modifications may include, but are not limited to, business signage on the vehicle, removal of passenger seating, installation of storage for tools or other trade items, or any other conversions that limit the light truck's ability to transport passengers.

All streets and/or roads within the Property are subject to the restrictions and covenants contained within this Declaration, and all conveyances of streets and/or roads, whether by easement or in fee-simple, are specifically made subject to the restrictions and covenants contained within this Declaration, and any amendments thereto.

6. Article 12, Section 12.01, is hereby amended by the deletion of the first paragraph of such section and such first paragraph is replaced with the following, as if originally a part thereof:

12.01 **Enforcement.** These Restrictions shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner and occupant of a Lot, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines (per day or per occurrence) for violations of the restrictions or any rules and regulations adopted by the Association or the ARA pursuant to any authority conferred by either of them by these restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article 5 of this Declaration.

The balance of Section 12.01 remains unchanged.

ARTICLE 4.

General

This Amendment is intended to comply with and does comply with Article 12 of the Declaration and Declarant, by its execution and recordation of this Amendment, 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 heretofore amended by any previous amendment and by this Amendment.

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 Amendment forward.

Executed and effective as of this 11th day of OCTOBER, 2023.

DECLARANT:

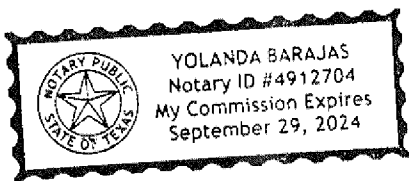
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: US Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its general partner

[Handwritten initials]
By: _____
Name: Michael W. Johnson
Title: Vice President

STATE OF HARRIS TEXAS §
COUNTY OF TEXAS HARRIS §

This instrument was acknowledged before me on the 11th day of October, 2023, by Michael W. Johnson, Vice President, of US Home, LLC, as the general partner of Lennar Homes of Texas Land and Construction, a Texas limited partnership, on behalf of said entities.



[Handwritten Signature]

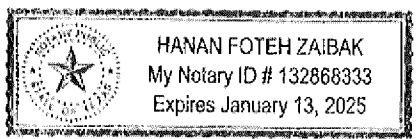
Notary Public in and for
The State of Texas

M/I Homes of Houston, LLC, a Delaware limited liability company

By: *[Signature]*
Name: BRANNON BOOZER
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument is acknowledged before me on OCTOBER 10, 2023, by BRANNON BOOZER VICE PRESIDENT of M/I Homes of Houston, LLC, a Delaware limited liability company, on behalf of said entity.



[Signature]
Notary Public, State of Texas

After Recording please return to:
Friendswood Development Company
681 Greens Parkway, Suite 220
Houston, TX 77067-4526
Attn: Yolanda Barajas