



FOR FILING IN FORT BEND COUNTY, TEXAS

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

FOR

**MILLERS NEIGHBORHOODS
(AMENDMENT)**

THIS THIRD 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, AND M/I HOMES OF HOUSTON, LLC, a Delaware limited liability company, under the terms and conditions set forth herein (the "Third Supplemental Declaration"):

WITNESSETH:

WHEREAS, Declarant executed that one certain Declaration of Covenants, Conditions and Restrictions for Millers Neighborhoods recorded under Fort Bend 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. 20230026597 and as further amended by that one certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Millers Neighborhoods (Amendment) recorded under Fort Bend County Clerk's File No. 2024031585 (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 XII, Section 12.04, 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 3, Section 3.04 **Easement for Entry**, is hereby amended by deletion of such section and is replaced with the following, as if originally a part thereof:

“3.04 **Easement for Entry**. The Association shall have an easement to enter into any Lot or Commercial Unit for maintenance of owners’ property, anything related to the Services provided (including but not limited to the Bulk Service), emergency, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Property, which right may be exercised by the Association's Board of Directors, officers, agents, contractors, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Association to enter a Lot or Commercial Unit (and the improvements thereon) to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The easement for entry is also for the benefit of each Owner of a Lot or Commercial Unit, for ingress and egress, over and across the other Lots or Commercial Units (although the easement for Owners does not extend to the inside of the improvements on a Lot or Commercial Units) for emergency purposes and/or during emergency situations, to allow Owners to remove themselves from danger. EACH OWNER AND RESIDENT WILL RELEASE AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR

THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.04 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE."

2. Article 5, Section 5.08 **Effect of Nonpayment of Assessments: Remedies of the Association**, 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. Additionally, any Bulk Service provided to the Members by the Association may be suspended or terminated to a Member during any delinquency by such Member in payment of its assessments. To secure the payment of any assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, fines, 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 this 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 owned, 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."

3. Article 8, Section 8.01 **Duties and Powers**, Subsection (i), is hereby amended by the deletion of such subsection and is replaced with the following, as if originally a part thereof:

"(i) To enter into such contracts and agreements concerning the Property as the Board deems reasonably necessary or appropriate to maintain and operate the Property in accordance with the Declaration, and to assume any contracts and agreements concerning the Property entered into by the Declarant, including without limitation, the right to enter

into agreements with adjoining or nearby landowners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, streets, telecommunication services or other matters of mutual interest.”

4. Article 10, Section 10.09 **Bulk Internet Service**, is hereby amended by the deletion of such section and is replaced with the following, as if originally a part thereof:

10.09 Bulk Internet Service.

The Association has entered into one or more agreements with one or more companies, including FisionX, which is an affiliate of the Declarant, for the installation of communications facilities (the “Facilities”) and the provision of communications services (the “Services”) at the Property. The Services may include, among other things internet, video, and telephone services, as well as other communications technologies.

Some of the Services may be delivered by one or more communications providers (each “Provider”) to Members on a bulk basis, whereby one or more of the Services are delivered to the homes in the Property by the Provider. In the Property, the internet service is being provided as a bulk service by FisionX (the “Bulk Service”) and FisionX bills the Association for the provision of the Bulk Service each month for the Bulk Service delivered to all homes in the Property, and the Association assesses a monthly Bulk Service fee to individual Members which is included as part of the annual assessments. The terms of any Bulk Service arrangement are set forth in the Bulk Service Agreement between the Association and a Provider. The Declarant and the Association shall not have any liability for, and are hereby released from, any cost, expense, loss, damage, liability or claim suffered by any Member as a result of any failure or interruption of the Bulk Internet Service to the Members.

To the extent any Bulk Service is delivered to the Property, each Member acknowledges that he or she must agree to the Provider’s services subscriber agreement terms and acceptable use policy with the Provider to receive the Bulk Service and, except as provided by applicable law, the failure of a Member to agree to the Provider’s services a subscription agreement and acceptable use policy with the Provider will not relieve a Member from the obligation to pay the Bulk Service fee attributable to Member’s home. For any other Services not delivered on a bulk basis at the Property, a Member must individually subscribe with Provider for any such additional Services that the Member desires for Provider to deliver to Member’s home and make payment arrangements directly with the Provider to pay for such additional Services. FisionX does provide additional Services which are not bulk services and for which a Member shall make arrangements for payment directly with FisionX.

All Members, by virtue of their ownership of a home in the Property, agree to be bound by all such easements or agreements for the installation of Facilities and provision of Services (including any Bulk Service), along with any amendments, renewals, and replacements thereof.

Failure of any Member to pay its annual assessments may result in, among other remedies for non-payment, suspension or termination of the Bulk Service. Therefore, delinquent annual assessments can be the basis for suspension or termination of the internet Bulk Service to a home until the delinquency and all amounts owing have been paid in full or a payment plan has been entered into and stays current. Additionally, FisionX has the contractual authority to charge a fee to reconnect any internet Bulk Service that has been suspended or terminated, in the amount of \$50.00, which if charged must be paid to establish the reconnection.

ARTICLE 4.
General

This Amendment is intended to comply with and does comply with Article XII 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.

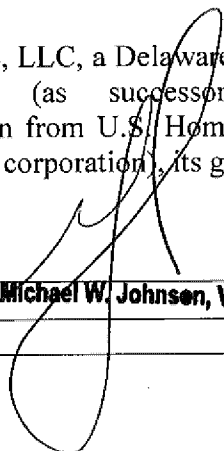
All provisions of the Declaration, as amended, shall apply to all of the Owners with the same force and effect as if said originally included in the Declaration, from the recordation of this Amendment forward.

Executed and effective as of this 10th day of June, 2024.

DECLARANT:

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

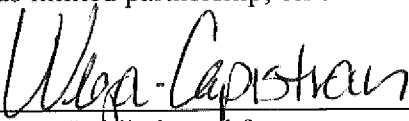
By: US Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its general partner

By: 
Name: Michael W. Johnson, Vice President
Title: _____

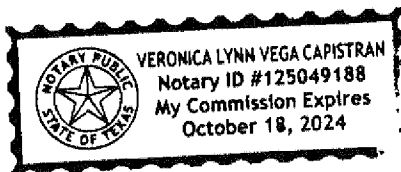
STATE OF HARRIS §

COUNTY OF TEXAS §

This instrument was acknowledged before me on the 10th day of June, 2024, 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.



Notary Public in and for
The State of Texas
Veronica Lynn Vega-Capistran

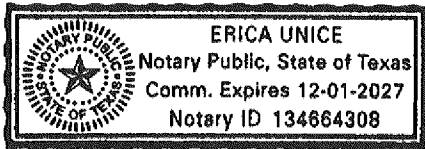


M/I Homes of Houston, LLC, a Delaware limited liability company

By: _____
Name: Jay McManus
Title: Area President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument is acknowledged before me on June 6, 2024, by Jay McManus Area 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