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Laura Richard

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Fort Bend County Texas

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**SUPPLEMENTAL AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
JONES CREEK RESERVE**

SECTION 2

After Recording, Return To:

Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Boulevard, 57th Floor
Houston, Texas 77056

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**SUPPLEMENTAL AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
JONES CREEK RESERVE**

SECTION 2

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Jones Creek Reserve, Section 2 (this “*Supplemental Amendment*”) is made by Ventana Precinct Line LLC, a Texas limited liability company (“*Declarant*”).

RECITALS:

Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Jones Creek Reserve in the Official Public Records of Fort Bend County, Texas under Clerk’s File No. 2024034546, as same has been or may be amended and supplemented from time to time (the “*Declaration*”).

Pursuant to Article III of the Declaration, Declarant reserved the exclusive right to annex additional property into Jones Creek Reserve and to subject the additional property to the Declaration and to the jurisdiction of Jones Creek Reserve Community Association, Inc., a Texas nonprofit corporation (the “*Association*”).

Pursuant to Article III of the Declaration, Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character or intended use of the annexed real property.

Declarant is the owner of that certain real property as shown on the map or plat thereof, recorded under Clerk’s File No. 20250123 in the Map or Plat Records of Fort Bend County, Texas (“*Section 2*”).

Reference is made to the Declaration for all purposes. Unless otherwise specified in this Supplemental Amendment, the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Supplemental Amendment, which definitions and interpretation provision are incorporated in this Supplemental Amendment for all purposes by this reference.

SUPPLEMENTAL AMENDMENT:

Pursuant to the powers retained by Declarant in the Declaration, Declarant annexes Section 2 into Jones Creek Reserve. Section 2 carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 2 will be held, transferred, sold, conveyed,

used, and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, the Declaration and this Supplemental Amendment.

1. Notices

Owners and Occupants of Lots within Section 2 are advised that various conditions exist or may exist within or in proximity to the Property, including Section 2, which include the following (collectively, the “**Conditions**”):

- a. A number of manmade, natural, and environmentally sensitive areas, which areas may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, alligators, bobcats, coyotes, wild hogs, venomous and non-venomous snakes and other reptiles, deer, armadillos, nutria, and other animals, some of which may pose hazards to persons or pets coming in contact with them;
- b. Reserve Areas, including (i) the following Restricted Reserves within Section 2: Restricted Reserves A and B, restricted in their use to open space, landscape, and incidental utilities purposes; Restricted Reserve C, restricted in its use to drainage and detention purposes; and Restricted Reserve D, restricted in its use to open space and incidental utilities purposes; and (ii) the following Restricted Reserves in Jones Creek Reserve at McCrary Meadows Section 1 (“**Section 1**”), as more particularly described by the map or plat recorded under Clerk’s File No. 20240075 in the Official Public Records of Fort Bend County, Texas: Restricted Reserve A, restricted in its use to landscape, open space, and incidental utilities purposes; Restricted Reserve F, restricted in its use to lift station and incidental utilities purposes; and Restricted Reserve G, restricted in its use to drainage and detention purposes;
- c. One or more lakes and drainage or detention areas, including Restricted Reserve G in Section 1 and Restricted Reserve C in Section 2. Owners and Occupants are advised that fountains have been or may be installed in the lakes and drainage or detention areas;
- d. A lift station; and
- e. Surrounding uses and conditions, including elevated powerlines and commercial uses (which may include, but are not limited to, schools, fire stations, police stations, hotels, conference centers, restaurants, urban shopping centers and markets, medical and institutional facilities, large corporate campuses, multifamily uses, drill sites, as well as land that is not owned by Declarant or the Association).

Owners are advised that there may be potentially dangerous conditions that exist within or near portions of the Property, including Section 2, such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, murky water, erosion, instability of natural topography, insects, reptiles, and animals. It is possible for some or all of these conditions to extend into the Lots within Section 2. Each Owner and Occupant of any Lot, and every person entering Section 2 (i) acknowledges that there are plants and wildlife

that are indigenous to the area and are not restrained or restricted in their movements within or throughout the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, any successor declarant, nor the members, partners, affiliates, officers, directors, agents, or employees of any of the foregoing, has any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor are they liable for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or throughout the Property.

EACH OWNER OF A LOT WITHIN SECTION 2 AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, HOLD HARMLESS, AND RELEASE DECLARANT, THE ASSOCIATION, THE ASSOCIATION'S MANAGEMENT COMPANY, AS WELL AS THEIR RESPECTIVE PAST, PRESENT, AND FUTURE DIRECTORS, OFFICERS, MEMBERS (OF A FOR-PROFIT ENTITY), EMPLOYEES, AGENTS, AND AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS BROUGHT BY, THROUGH, OR UNDER THE OWNER OR ANY THIRD PARTY ARISING FROM THE CONDITIONS. THE OWNER'S OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

Each Owner and Occupant of a Lot within Section 2 acknowledges and understands that the Association, its Board, and Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within Section 2 further acknowledges that the Association, its directors, officers, managers, agents, and employees, Declarant, and any successor declarant have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, water clarity, safety, any use, or any future change in use of the Conditions. Declarant and the Association are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Conditions within the Property.

Owners of Lots within Section 2 grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water, lighting, odors, parking, overspray from fountains, visibility, and traffic that may occur due to the Conditions. There is further reserved for Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Conditions for water and overspray of any products used to control vegetation within the Conditions.

Each Owner and Occupant of a Lot that is in proximity to the Conditions must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Conditions. **ANY OWNER OR OCCUPANT PERMITTING OR CAUSING SUCH INFILTRATION IS RESPONSIBLE FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE CONDITIONS TO THEIR CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.**

2. Community Fences

Community Fences have been or will be constructed on or adjacent to portions of the following Lots within Section 2:

- a. Lots 1 – 11, Block 1, common to Restricted Reserve A.

Such Lots are considered Adjacent Lots and are subject to the provisions in the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). Declarant, the Association, and the Community Fence owner, as applicable, have an easement on the Adjacent Lots for the installation, maintenance, repair, and replacement of the Community Fences, as more particularly described in the Declaration.

Save and except the fencing noted above, all other fencing located upon the Lots within Section 2 must be installed, maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

3. Amendment

This Supplemental Amendment may only be amended as provided in Article XV of the Declaration.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Supplemental Amendment is executed as of the 16 day of September, 2025.

DECLARANT:

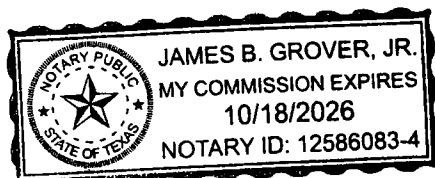
Ventana Precinct Line LLC,
a Texas limited liability company

By: Paul Grover
Name: Paul Grover
Title: Co-owner

STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Grover, the Co-owner of Ventana Precinct Line LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of September 2025.



Jim Grover
Notary Public – State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

International Bank of Commerce, a Texas banking corporation, being the sole beneficiary of a purchase money mortgage lien (as set forth in the Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens or security instruments securing the indebtedness to the Declaration (and the covenants, conditions and restrictions in this Declaration), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Declaration (or the covenants, conditions and restrictions in this Declaration). No warranties of title are made by Lienholder, Lienholder's joinder being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on September 15th, 2025.

International Bank of Commerce, a Texas banking corporation

By: [Signature]

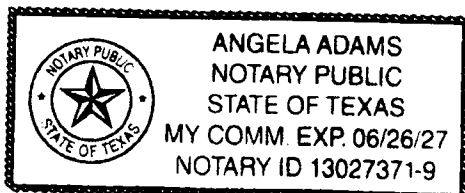
Print Name: William Dawson

Title: First Vice President

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on the 15th day of September 2025, by William Dawson, the 1st Vice President of International Bank of Commerce, a Texas banking corporation, on behalf of said entity.



[Signature]
Notary Public - State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, being the sole beneficiary of a purchase money mortgage lien (as set forth in the Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens or security instruments securing the indebtedness to the Declaration (and the covenants, conditions and restrictions in this Declaration), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Declaration (or the covenants, conditions and restrictions in this Declaration). No warranties of title are made by Lienholder, Lienholder's joinder being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on September 16, 2025.

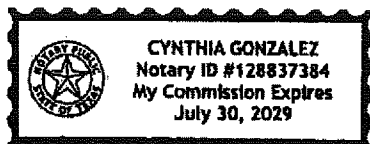
Lennar Homes of Texas Land and Construction, Ltd., a
Texas limited partnership

By: U.S. Home, LLC, a Delaware limited liability
company, its general partner

By: [Signature]
Print Name: Sawyer Blackburn
Title: Vice President

STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 16th day of September 2025, by Sawyer Blackburn, the Vice President of U.S. Home, LLC, a Delaware limited liability company, general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said entities.



[Signature]
Notary Public – State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

Smith Douglas Holdings LLC, a Georgia limited liability company, being the sole beneficiary of a purchase money mortgage lien (as set forth in the Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens or security instruments securing the indebtedness to the Declaration (and the covenants, conditions and restrictions in this Declaration), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Declaration (or the covenants, conditions and restrictions in this Declaration). No warranties of title are made by Lienholder, Lienholder's joinder being solely limited to such consent and subordination.

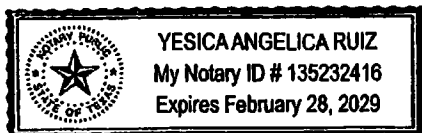
SIGNED AND EXECUTED THIS on September 15th, 2025.

Smith Douglas Holdings LLC, a Georgia limited liability company

By: [Signature]
 Print Name: Jeff McVean
 Title: Division President

STATE OF Texas §
 COUNTY OF Harris §
 §

This instrument was acknowledged before me on the 15 day of September 2025, by Jeff McVean, the President of Smith Douglas Holdings LLC, a Georgia limited liability company, on behalf of said entity.



[Signature]
 Notary Public – State of Texas