



MILLERS NEIGHBORHOODS

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (AMENDMENT)

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT
COUNTY OF FORT BEND §

THIS SUPPLEMENTAL DECLARATION is executed on the date set forth below 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 "Supplemental Declaration"):

WHEREAS, under date of January 24, 2023, 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 (collectively "Declarant"), as the owner of certain land created that certain subdivision known as Millers Neighborhoods, by the execution and recordation of that certain Declaration of Covenants, Conditions and Restrictions for Millers Neighborhoods (the "Declaration") recorded under Fort Bend County Clerk's File No. 2023007348 of the Real Property Records of Fort Bend County, Texas (the "Declaration"); and

WHEREAS, by terms of said Declaration, land subject to the Declaration (also known as the Property) was placed within the jurisdiction of the Millers Neighborhoods Community Association (the "Association"); and

WHEREAS, pursuant to Article XII, Section 12.03 of the Declaration, the Declarant has the unilateral right to amend the Declaration, without the need for the joinder or consent of any other party; and

WHEREAS, the Declarant is executing and recording this Supplemental Declaration to update and clarify certain architectural restrictions applicable to the Property;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that all of 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 subject to the terms of this Supplemental Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to 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 I

Definitions

All capitalized terms herein shall have the meanings set forth in the Declaration, unless defined herein otherwise.

ARTICLE II

Property Subject to the Declaration and this Supplemental Declaration

The real property which is, by the recording of the Declaration and this Supplemental Declaration, subject to the covenants and restrictions set forth in the Declaration, and which, by the 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 all of the real property in the Property, being the real property described in the Declaration and any annexations thereto.

ARTICLE III

Amendments

Pursuant to Article XII, Section 12.03 of the Declaration, the Declaration may be amended unilaterally by the Declarant, without the consent or joinder of any party. The Declarant hereby amends the Declaration as follows:

1. Article 1, Section 1.03 is hereby deleted in its entirety and is replaced with the following, as if originally a part thereof:

“1.03 **Association** shall mean and refer to Millers Neighborhoods Community Association, a non-profit corporation incorporated under the laws of the State of Texas, and its successors and assigns.”

Nothing herein contained is intended to or shall be construed to amend the Declaration other than as to the specific terms and provisions of the Declaration which are addressed herein. This Amendment shall control in the event of any conflict. This Supplemental Declaration is intended to comply with, and does comply with Article XII, Section 12.03 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand to this Supplemental Declaration this 24th day of March, 2023.

Declarant:

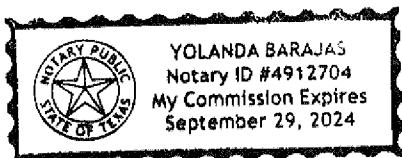
LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD., a Texas limited partnership
d/b/a FRIENDSWOOD DEVELOPMENT COMPANY

By U.S. 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
Title: Vice President

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31 day of March, 2023, by Michael W. Teller, Vice President of US Home LLC, a Delaware limited liability company, as the general partner of Lennar Homes of Texas Land and Construction, Ltd., on behalf of said entities.



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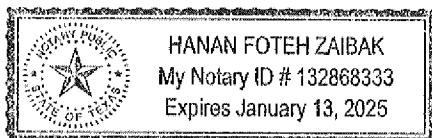
M/I HOMES OF HOUSTON, LLC,
a Delaware limited liability company

By:

Name: Brannon Boozer
Title: VICE PRESIDENT OF LAND

THE STATE OF TEXAS §
CITY OF HOUSTON §
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 21, 2023,
by Brannon Boozer, the Vice President of M/I Homes of Houston, LLC,
on behalf of said entity.





Notary Public, State of Texas