



MILLERS NEIGHBORHOODS

**FOURTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(AMENDMENT)**

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

THIS FOURTH 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 "Fourth Supplemental Declaration"):

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.

WHEREAS, the Declarant will be entering into a transaction whereby the Declarant will convey fee title to the Property to a landbank entity by the name of Millrose Properties Texas, LLC, a Texas limited liability company, and simultaneously enter into a contract to purchase the Property from such landbank entity over time (the "Landbanking Transaction"); and

WHEREAS, the Declarant is executing and recording this Fourth Supplemental Declaration to update and clarify the impact of the Landbanking Transaction on the Property and the rights and obligations of Declarant with respect 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 Fourth 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 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 Fourth Supplemental Declaration

The real property which is, by the recording of the Declaration and this Fourth Supplemental Declaration, subject to the covenants and restrictions set forth in the Declaration, and which, by the virtue of the recording of this Fourth Supplemental Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Fourth 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 XIV, Section 12.04 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:

Article I, Section 1 **Definitions** is hereby amended by the addition of the following Specific Definition to the Declaration, as if originally a part thereof:

“**Landbanking Transaction** shall mean and refer to the transaction in which the Declarant will convey fee title to the Property to the landbank entity named herein which will hold title to the Property and simultaneously with such conveyance, Declarant will enter into a contract to purchase the Property back from such landbank entity over time. Declarant will still be the developer of the Property and will have, and does hereby reserve and retain, all of the authority and rights granted to it under this Declaration to manage the Association and the Property and its development as if it was still the owner of all or any portion of such Property. In each instance in this Declaration where it refers to “Declarant no longer owns any portion of the Property,” or “for as long as Declarant owns any Lots or Commercial Units,” or “Each Owner of a Lot or Commercial Unit other than Declarant,” or “Lots or Commercial Units owned by other than Declarant,” or “land owned by Declarant,” or similar language to the same effect, then after the Landbanking Transaction and for as long as the landbank entity owns any portion of the Property, then it will be

deemed that Declarant is still the owner of the Property instead of the landbank entity to exercise and be bound by, by way of illustration and not limitation, all authorities, powers, rights, votes, approvals, appointments, assignments, amendments, issuances, limitations and obligations of Declarant under the Declaration. Similarly, all of the language regarding assessments, rates of assessments, date of commencement of assessments, dates assessments are due, payment of assessments, deficit funding, loans to the Association, and capitalization fees that mention the Declarant shall be deemed to still mean and refer to the Declarant and not the landbank entity, for as long as the landbank entity owns any of the Property as if the Declarant was still the fee owner of all or any portion of the Property."

Article XIV is hereby amended by the addition of Section 20 to the Declaration as if originally a part thereof:

"Section 20 Landbanking Transaction. In the event of such Landbanking Transaction, Declarant will still be the developer of the Property and will have, and does hereby reserve and retain, all of the authority and rights granted to it under this Declaration to manage the Association and the Property and its development, as if it was still the owner of all or any portion of such Property. In each instance in this Declaration where it refers to "Declarant no longer owns any portion of the Property," or "for as long as Declarant owns any Lots or Commercial Units," or "Each Owner of a Lot or Commercial Unit other than Declarant," or "Lots or Commercial Units owned by other than Declarant," or "land owned by Declarant," or similar language to the same effect, then after the Landbanking Transaction and for as long as the landbank entity owns any portion of the Property, then it will be deemed that Declarant is still the owner of the Property instead of the landbank entity to exercise and be bound by, by way of illustration and not limitation, all authorities, powers, rights, votes, choices, ability to direct actions, approvals, appointments, assignments, amendments, issuances, limitations and obligations of Declarant under the Declaration. Similarly, all of the language regarding assessments, rates of assessments, date of commencement of assessments, dates assessments are due, payment of assessments, deficit funding, loans to the Association, and capitalization fees that mention the Declarant shall be deemed to still mean and refer to the Declarant and not the landbank entity, for as long as the landbank entity owns any of the Property as if the Declarant was still the fee owner of all or any portion of the Property."

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 Fourth Supplemental Declaration is intended to comply with, and does comply with Article XIV, Section 1 of the Declaration and Declarant, by execution and recordation of this Fourth 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 15th day of January, 2025.

DECLARANT:

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

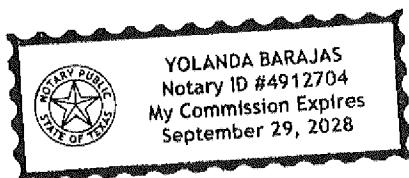
By U.S. Home LLC, a Delaware limited liability company,
(as successor-in-interest by conversion from U.S. Home
Corporation, a Delaware corporation), its general partner

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

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 15th day of January, 2025,
by Michael W. Johnson, Vice President of U.S. 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.



Will Pacy
Notary Public, State of Texas

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

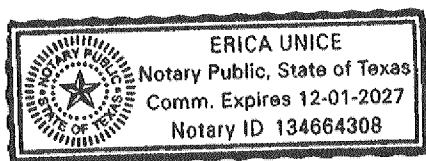
By: Bryan
Name: Bryan Boudier
Title: VICE PRESIDENT

STATE OF TEXAS §

COUNTY OF Harris §

§

This instrument was acknowledged before me on this 16 day of January, 2025, by Bryan Boudier, VICE PRESIDENT of M/I HOMES OF HOUSTON, LLC, a Delaware limited liability company, on behalf of said entity.



Erica Unice
Notary Public, State of Texas