

**SUPPLEMENTAL AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
OAKWOOD ESTATES**

SECTION 2

After Recording, Return To:

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Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
OAKWOOD ESTATES**

SECTION 2

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Oakwood Estates, Section 2 (this “*Supplemental Amendment*”) is made by FIELD STORE DEV LLC, a Texas limited liability company (“*Declarant*”).

RECITALS:

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Oakwood Estates in the Official Public Records of Harris County, Texas under Clerk’s File No. RP-2022-380139, as same has been or may be amended and supplemented from time to time (the “*Declaration*”); and

WHEREAS, pursuant to Article III of the Declaration, Declarant reserved the exclusive right to annex additional property into Oakwood Estates and to subject the additional property to the Declaration and to the jurisdiction of Oakwood Estates Community Association, Inc. (the “*Association*”); and

WHEREAS, pursuant to the terms of 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; and

WHEREAS, Declarant is the owner of that certain real property as shown on the map or plat thereof, recorded under Clerk’s File No. RP-2023-323304 in the Map or Plat Records of Harris County, Texas (“*Section 2*”); and

WHEREAS, reference is made to the Declaration for all purposes, and the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by Declarant in the Declaration, Declarant annexes Section 2 into Oakwood Estates. 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.

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1. **Square Footage Requirements**

All one-story Dwellings within Section 2 must contain a minimum of 1,800 square feet of living area and all two-story Dwellings within Section 2 must contain a minimum of 2,200 square feet of living area. Living area does not include porches, garages, or non-air conditioned areas.

2. **Notices**

Owners and Occupants of Lots within Section 2 are advised that the following conditions exist or may exist within or near Section 2 (collectively referred to as the “*Conditions*”):

1. A number of manmade, natural, and environmentally sensitive areas may exist within or in proximity to the Property, including Section 2, and these areas may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, alligators, bobcats, coyotes, venomous and non-venomous snakes and other reptiles, deer, armadillos, and other animals, some of which may pose hazards to persons or pets coming in contact with them.
2. Reserve areas exist throughout Section 2 that may be restricted to uses such as, by way of illustration and not limitation, landscape, open space, and utilities purposes, including Restricted Reserves A, B, and F, restricted in their use to drainage purposes; Restricted Reserves C and D, restricted in their use to landscape and open space purposes; and Restricted Reserve E, restricted in its use to landscape, open space, and pipeline easement purposes.
3. One or more lakes and detention areas exist or may exist within or in proximity to the Property, including Restricted Reserves A, B, and F within Section 2. One or more fountains have been or may be installed in the lakes and detention areas.
4. Adjacent land that is not owned by the Association or Declarant exists in proximity to the Property, outside of the platted area.
5. Surrounding uses and conditions exist or may exist within or in proximity to the Property, including commercial uses (which may include, but are not limited to, hotels, conference centers, restaurants, urban shopping centers and markets, medical and institutional facilities, large corporate campuses, multi-family uses, as well as land that is not owned by Declarant or the Association).
6. A possible location of a pipeline right of way easement in favor of Texas Transmission Corporation, more particularly described by that instrument recorded in Volume 2491, Page 700 of the Harris County Deed Records, exists or may exist within or in proximity to Section 2.
7. A detention pond easement, more particularly described by that instrument recorded under Clerk’s File No. RP-2022-208520 in the Harris County Official Public Records of Real Property, exists or may exist within or in proximity to Section 2.

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.

OWNERS AND OCCUPANTS OF LOTS WITHIN SECTION 2 AGREE TO HOLD HARMLESS DECLARANT AND THE ASSOCIATION, INCLUDING THEIR RESPECTIVE DIRECTORS AND OFFICERS, AND RELEASE THEM FROM ANY LIABILITY FOR THE EXISTENCE, PLACEMENT, CONSTRUCTION, DESIGN, OPERATION, REPLACEMENT, AND MAINTENANCE OF THE CONDITIONS AND AGREE TO INDEMNIFY SUCH RELEASED PARTIES FROM ALL LIABILITY RELATED TO SUCH OWNER’S OR OCCUPANT’S USE OF, OR PROXIMITY TO, THE CONDITIONS.

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.

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.

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 and Occupants of Lots that are located 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 MUST INDEMNIFY**

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AND HOLD HARMLESS THE ASSOCIATION, INCLUDING ITS DIRECTORS AND OFFICERS, FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE CONDITIONS TO THEIR CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.

3. Fencing

Community Fences have been or will be constructed on or adjacent to those portions of the following Lots within Section 2: Lots 12 – 24 and 48 – 51, Block 1, common to Restricted Reserve A; Lots 1 – 5, Block 2, common to Restricted Reserve B; Lots 5 – 6 and 20, Block 2, common to Restricted Reserve C; Lots 25 – 27, Block 2, common to Restricted Reserve D; Lots 21 – 25, Block 2, common to Restricted Reserve E; Lots 24 – 25, Block 3, common to Restricted Reserve F; and the rear Lot lines of Lots 1 – 27, Block 3. 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, or the Community Fence owner, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair, or 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.

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 25th day of September, 2023.

DECLARANT:

FIELD STORE DEV LLC,
a Texas limited liability company

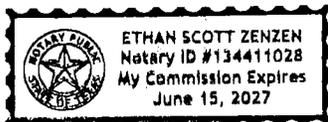
By: [Signature]
Name: Sudharshan Vembatty
Title: Manager

STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Sudharshan Vembatty, the Manager of FIELD STORE DEV 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 25th day of September, 2023.

[Signature]
Notary Public – State of Texas



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Pages 7
09/26/2023 08:14 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$38.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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