

THE CREEKS AT AUGUSTA PINES

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

20110143460
04/11/2011 RP2 \$28.00

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS THAT

COUNTY OF HARRIS

THIS SUPPLEMENTAL DECLARATION (AMENDMENT) is executed on the date set forth below by SHADOW CREEK ESTATES, LTD., under the terms and conditions set forth herein (the "Amendment"):

WHEREAS, under date of September 5, 2006, SHADOW CREEK ESTATES, LTD, ("Declarant"), as the owner of certain land created that certain subdivision known as the CREEKS AT AUGUSTA PINES, by the execution and recordation of that certain Declaration of Covenants, Conditions and Restrictions for the Creeks at Augusta Pines (the "Declaration") recorded under Harris County Clerk's File No. 20060021221 of the Real Property Records of Harris County, Texas; and

WHEREAS, by terms of said Declaration, land subject to the Declaration (also known as the Community) was placed within the jurisdiction of The Creeks of Augusta Pines Homeowners Association, Inc. (the "Association"); and

WHEREAS, the Declaration calls out that Declarant may establish different Neighborhoods within the Community of the Creeks at Augusta Pines, which Neighborhoods may have different marketing names and may also have different guidelines for the Builders building Residences therein, which would be set forth by the execution and recordation of a Supplemental Declaration for each such Neighborhood; and

WHEREAS, Declarant has established several Neighborhoods within the Community; and

WHEREAS, except for the terms of a Supplemental Declaration applicable only to a specific Neighborhood, all terms and conditions of the Declaration shall apply to all of the Community, and except for the terms of a Supplemental Declaration applicable only to a specific Neighborhood, all terms and conditions of a Supplemental Declaration (Amendment) shall apply to all of the Community; and

WHEREAS, a clarification needs to be made to certain terms and conditions of the Declaration to accurately reflect certain historical and ongoing operations of the Association, which is the reason for this Amendment, which will apply to all of the Community, not just certain Neighborhoods within the Community; and

WHEREAS, pursuant to Article XII, Section 4 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;

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 (Amendment) 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 (Amendment)

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 (Amendment), shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Supplemental Declaration (Amendment) is all of the real property in the Community, being the real property described in the Declaration and any annexations thereto.

ARTICLE III
Amendments

Pursuant to Article XII, Section 4 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 I, Definitions, includes as subsection (l) the definition of a "Lot". The following language is hereby added to the end of such definition, as if originally included therein:

"There are two size Lots in the Community, which are 100' Lots and 55' Lots. They both are improved with single family detached residences; the distinction being that the 55' Lots are improved with a zero lot line product whereas the 100' Lots are improved with a residence situated approximately in the middle of the Lot. Such 55' Lots may also be referred to herein as "Villa Lots." Such 55' Lots with the zero lot line product are considered Lots hereunder for all purposes, except when specifically referred to herein as Villa Lots."

2. Article III, Section 2(b) is hereby deleted in its entirety and is replaced with the following, as if originally included therein:

“(b) Class "B". The Class "B" member shall be the Declarant. The Class "B" member shall be entitled to ten (10) votes for each Lot owned by it and/or planned for development by Declarant and for each Lot owned by any Builder. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when 100% of the Lots planned for development have been sold to and occupied by Class "A" members;

(ii) October 1, 2036; or

(iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each Lot it owns.”

3. The second grammatical paragraph of Article IV, Section 2, shall be amended by the addition of the following language to be added to the end of such paragraph, as if originally a part thereof:

“Annual assessments shall also be paid at a uniform rate regardless of the size of the Lot; therefore Villa Lots will pay the same annual assessment as any other Lot which is not a Villa Lot. In consideration of the size difference between Villa Lots and all other Lots which are not Villa Lots, Villa Lots will receive certain yard maintenance as set forth in Article V, Section 1 of the Declaration, as amended. Such yard maintenance will not be considered an Additional Service which is paid for by an Additional Services Benefitted Assessment, but shall be considered paid for by the annual assessments on the Villa Lots. Lots not Villa Lots will not receive such yard maintenance.”

4. The second grammatical paragraph of Article V, Section 1, shall be amended by the addition of the following language to be added to the end of such paragraph, as if originally a part thereof:

“The Association shall perform certain yard maintenance for the Villa Lots which it will not perform for the other Lots, that being the mowing and edging of the grass in the front and back yards, as needed in the sole discretion of the Association.”

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 (Amendment) is intended to comply with, and does comply with Article XII, Section 4 of the Declaration and Declarant, by execution and recordation of this Supplemental Declaration (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 amended.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand to this Amendment this 31 day of MARCH, 2011.

Declarant

SHADOW CREEK ESTATES, LTD, a Texas limited partnership,

By: Shadow Creek Estates GP, LLC
general partner

By: [Signature]

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31st day of MARCH, 2011 by JAMES ALLEN KENT GP of Shadow Creek Estates GP, LLC, which is the general partner of Shadow Creek Estates, Ltd, a Texas limited partnership.

[Signature]
Notary Public, State of Texas

After Recording please return to:

Hoover Slovacek, LLP
5847 San Felipe, ste 2200
Houston, Texas 77057
Attn: Sarah Powers
351090-07



FILED FOR RECORD
8:00 AM

APR 11 2011

[Signature]
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MORTGAGE, OR USE OF THE DESCRIBED REAL PROPERTY OR ANY OF WHICH OR ANY PART IS VOID OR UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records on the date and at the time specified herein by me, and was duly RECORDED, in the Central Public Records of Real Property of Harris County, Texas.

APR 11 2011



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS