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THE CREEKS AT AUGUSTA PINES

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

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

THIS SECOND 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, as amended by that one certain Supplemental Declaration of Covenants, Conditions and Restrictions (Amendment) recorded April 11, 2011 under Harris County Clerk's File No. 20110143460, (as amended the "Declaration"); and

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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 with respect to an amendment to the Declaration, 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

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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 Second 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 Second Supplemental Declaration (Amendment)**

The real property which is, by the recording of the Declaration and this Second Supplemental Declaration, subject to the covenants and restrictions set forth in the Declaration, and which, by the virtue of the recording of this Second Supplemental Declaration (Amendment), shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Second 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 (e) the definition of a "Builder". That definition is hereby deleted in its entirety and is replaced with the following, as if originally included therein:

"(e) "Builder" shall mean an Owner that purchases a Lot to construct a single family Residence thereon and sell such Residence to a member of the general public and which is on the list of Approved Builders for the particular Neighborhood in which the Lot is located."

2. Article I, Definitions, includes as subsection (l) the definition of a "Lot". That definition, as previously amended, is hereby deleted in its entirety and is replaced with the following, as if originally included therein:

"(I) "Lot" shall mean a plot of land which is a portion of the Community intended for ownership and use as a single-family detached residence and as shown on the plats for the Creeks at Augusta Pines, or amendments thereto, recorded in the Official Records of Real Property of Harris County, Texas. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association. Each Lot shall refer to the land, as well as any improvements located thereon. Each Owner of a Lot shall be entitled to the exclusive ownership and possession of his or her Lot, subject to this Declaration. There are two types of single family housing products in the Community. There are Lots that are improved with a zero lot line product and Lots that are improved with a product that has the residence situated approximately in the middle of the Lot. Such zero lot line product Lots may also be referred to herein as "Villa Lots." Such Villa Lots with the zero lot line product are considered Lots hereunder for all purposes, except when specifically referred to herein as Villa Lots."

3. The second grammatical paragraph of Article IV, Section 2, as previously amended, is hereby deleted in its entirety and is replaced with the following, as if originally a part thereof:

"Annual assessments within a Neighborhood will typically be paid at a uniform rate per Lot. The Board shall determine each Neighborhood's annual assessment based on differences among the various Neighborhoods in common area improvements, in amenity levels, in reserve funds needed, and in services provided, as such differences exist from time to time. The Association shall have the authority to assess different annual assessments within a Neighborhood if circumstances dictate from time to time. The annual assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for Lots delinquent in payment. Unless otherwise provided by the Board, the annual assessment for Lots shall be paid in annual installments. Builders shall pay annual assessments at one-half (1/2) the then assessed rate for the period of time that the Builder is the owner of the Lot. Depending on the Neighborhood, annual assessments may also be paid at a uniform rate within a Neighborhood regardless of the type of housing product to be located on the Lot; therefore Villa Lots in a certain Neighborhood may pay the same annual assessment as any other Lot which is not a Villa Lot in the same Neighborhood. In consideration of the difference in the type of housing product between Villa Lots and all other Lots which are not Villa Lots in the same Neighborhood, and based on other differences among the Neighborhoods that contain Villa lots, certain Villa Lots may receive certain yard maintenance as set forth in Article V, Section 1 of the Declaration, as amended ("Premium Villa Lots"). 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 Premium Villa Lots. Lots and Villa Lots that are not Premium Villa Lots will not receive such yard maintenance."

4. The first grammatical paragraph of Article IV, Section 5, is hereby deleted in its entirety and is replaced with the following, as if originally a part thereof:

"Section 5. Lien for Assessments . All sums assessed against any Lot pursuant to this Declaration, together with late charges, fines, interest (not to exceed the maximum allowed by law), costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a continuing contractual vendor's lien and power of sale on such Lot in favor of the Association. Such continuing vendor's lien shall be superior to all other liens and encumbrances on such Lot, except such lien shall be subordinate to (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first lien Mortgage or on any Mortgage to Declarant duly recorded in the Official Public Records of Real Property of Harris County, Texas, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument, but such subordination only to be effective in the event of a foreclosure of the lien of such Mortgage or a foreclosure of the lien granted herein and not otherwise."

5. The language added by amendment as additional language to the end of the second grammatical paragraph in Article V, Section 1, is hereby deleted in its entirety and is replaced with the following, as if originally a part thereof:

"The Association shall perform certain yard maintenance for the Premium Villa Lots (but not Villa Lots that are not Premium Villa Lots) that it will not be performing for 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."

6. The following language is added to the end of Article VI, Section 1, as if originally a part thereof:

"Only Builders that are on the respective list of Approved Builders for a specific Neighborhood in the Community shall build Residences on Lots in such Neighborhood. The ARC (or the Board) shall establish the criteria to be an Approved Builder from time to time; shall determine the list of Approved Builders for each Neighborhood, from time to time, may add and delete Builders as appropriate from any Neighborhood list, and may grant a Builder probationary status on any such Approved List that can be later revoked or confirmed as circumstances warrant, all in the sole discretion of the ARC or Board."

7. The following language is added to the end of Article VI, Section 5, as a new grammatical paragraph, as if originally a part thereof:

"The ARC (or Board) shall be entitled to charge a reasonable and customary fee for the process of reviewing the plans and specifications as required herein for both new construction and later modification. Further, should the ARC (or Board) determine that specific circumstances warrant, a deposit may be required from a Builder (even though the Builder is on the Approved List of Builders for the respective Neighborhood, whether probationary or not) in an amount determined by the ARC (or Board) to cover any damage to the existing improvements, infrastructure, foliage and landscaping in the Community during such Builder's activities in the Community. The deposit would be intended to cover damages to the Association's property as well as property of the Declarant and any other Owner. As of the date hereof a customary amount of deposit will be \$10,000.00"

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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 Second 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 Second 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 22 day of October, 2012.

Declarant:

SHADOW CREEK ESTATES, LTD, a Texas limited partnership,

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By: Shadow Creek Estates GP, LLC  
general partner

By: [Signature]  
Name: J.A. KENT  
Title: PRESIDENT

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2012 by J.A. KENT, President, Shadow Creek Est. 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



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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 32.00

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.



*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS