

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAKES AT CREEKSIDE HOMEOWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Lakes at Creekside Homeowners Association (the "Amendment") is made by Lakes at Creekside, LLC, a Texas limited liability company (the "Declarant").

WHEREAS, Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for Lakes at Creekside Homeowners Association (the "Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. 20150278839; and

WHEREAS, pursuant to the authority contained in the Declaration, the Declarant has the unilateral authority to amend the Declaration at any time and for any reason; and

WHEREAS, the Declarant has determined it to be in the best interest of the Properties to amend the Declaration; and

WHEREAS, unless otherwise provided herein, capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

Article I, Section 1 of the Declaration, is hereby amended by adding the following definition:

"Dedictory Instruments" shall mean each document governing the establishment, maintenance and operation of the Subdivision, including but not limited to the Declaration, Bylaws, Certificate of Formation, and similar instruments governing the administration or operation of the Association, as well as any and all Rules and Regulations, guidelines and policies, and any supplements or amendments to such documents, enforceable by the Association.

Article IV, Section 1(ii) "Management by Association", of the Declaration is hereby amended by adding the following at the end of Section 1(ii):

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce reasonable Rules and Regulations, policies, and guidelines, including but not limited to Rules and Regulations and policies concerning the administration of the Property, the enforcement of the Dedictory Instruments, the use and enjoyment of the Property, limitations on the

RP-2017-379271

use of the Common Area, establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such Rules and Regulations, policies, and guidelines shall be binding upon all Owners and Occupants. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

Article IX, Section 12 "Parking and Prohibited Vehicles" is hereby amended by adding the following at the end of Section 12:

The Owners of any Lot, by virtue of ownership of a Lot within the Subdivision, contractually covenant and agree that the Association has jurisdiction over the public streets within the Subdivision, and shall have the right without the obligation to enforce the ban on parking on the public streets.

Notwithstanding anything contained herein to the contrary, the Board may promulgate parking rules regarding the use, maintenance and parking of vehicles on private and/or public streets, and the Association has discretion to determine the various types of vehicles that fall within the scope of any such rules. Such rules may include but are not limited to the authority to change the dimensions of permitted vehicles and/or the length of time for temporary parking or storage of vehicles. If there is a conflict between this Section 12 and parking rules promulgated by the Board, the parking rules shall control.

That portion of Article X, Section 1 "Creation of the Lien and Personal Obligation for Assessments" of the Declaration that reads as follows:

The undersigned Owners hereby covenant, and each Owner of any Lot or Tract by acceptance of a deed from Declarant therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (i) Annual Assessments;*
- (ii) Special Assessments; and*
- (iii) Reimbursement Assessments.*

The Annual, Special, and Reimbursement Assessments (collectively the "Assessments"), together with interest, costs and reasonable attorney's fees, shall also be a charge on the Lot or Tract and shall be a continuing lien upon the Properties and Lots and Tracts against which the Assessments are made. Each such assessment and other charges, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the Lot or Tract at the time when the assessments fell due and shall not be affected by any change in the ownership thereof.

is hereby deleted and replaced with the following:

The Owners of any Lot or Tract, by virtue of ownership of a portion of the Property within the subdivision, covenant and agree to pay to the Association all applicable Assessments and any fines, penalties, interest and costs as more particularly set forth in the Declaration as same has been or may be amended and/or supplemented from time to time, including but not limited to the following:

- (i) Annual Assessments;*
- (ii) Special Assessments; and*
- (iii) Reimbursement Assessments; and*
- (iv) Capitalization Fee*

The Annual, Special, Reimbursement Assessments, Capitalization Fee (collectively the "Assessments") and any other assessment or charge set forth in the Declaration or a Dedicatory Instrument, together with interest, costs and reasonable attorney's fees, shall also be a charge on the Lot or Tract and shall be a continuing lien upon Lots and Tracts against which the Assessments are made. Each such Assessment and other charges, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the Lot or Tract at the time when the Assessments and other charges fell due and shall not be affected by any change in the ownership thereof.

That portion of Article XIV, Section 1 "Duration and Amendment" that reads as follows:

The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all owners, their respective legal representatives, heirs, successors, and assigns for a term of sixty (60) years from the date this Declaration is filed with the County Clerk of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed by the then Owners of not less than seventy-five percent (75%) of the total number of Lots within the Properties is filed for record with the County Clerk of Harris County, Texas, altering, rescinding, or modifying said covenants and restrictions, in whole or in part, as of said renewal date.

is hereby deleted and replaced with the following:

The covenants, conditions, restrictions, reservations, liens, and charges set forth in the Declaration, as same has been or may be amended from time to time, shall run with the land in perpetuity, and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors, and assigns.

Any amendment made by the Declarant shall become effective upon recording unless otherwise specified in the amendment.

Article XIV, Section 3 "Perpetuities" is hereby deleted in its entirety.

Article XIV, Section 12 "Enforceability" is hereby amended by adding the following at the end of Section 12:

Notwithstanding anything contained herein to the contrary, each Owner is empowered to enforce the covenants, conditions and restrictions contained in the Declaration; provided, however, no Owner shall have the right to enforce the lien rights retained in the Declaration in favor of the Association and/or other rights, regarding Assessments, fines, or other charges retained by the Association.

Article XIV "General Provisions" of the Declaration is hereby amended by adding the following new provision:

Section 21. Fines for Violations The Association may assess fines for violations of the Declaration and the Dedicatory Instruments, other than non-payment or delinquency in Annual, Special, or Reimbursement Assessments, in amounts to be set by the Board, which fines shall be secured by the Association's continuing lien established in the Declaration.

Except as amended herein, all provisions in the Declaration remain in full force and effect.

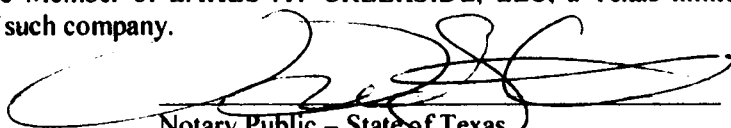
In witness whereof, the undersigned Declarant has executed this Amendment, on the 21 day of August, 2017.

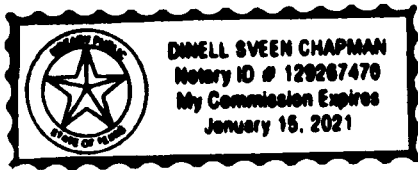
LAKES AT CREEKSIDE, LLC, a Texas limited liability company

By: 
J. ALAN KENT, Member

State of Texas §
 §
County of Harris §

This instrument was acknowledged before me on the 21 day of August, 2017, by J. ALAN KENT, the Member of LAKES AT CREEKSIDE, LLC, a Texas limited liability company, on behalf of such company.


Notary Public - State of Texas



RP-2017-379271

LIENHOLDER JOINDER

Executed this the 22 day of August, 2017, also by the undersigned, as lienholder of a portion of the real property subjected hereto, not as Declarant nor as the developer thereof but only in order to subject such real property to the terms, provisions and conditions of this Amendment.

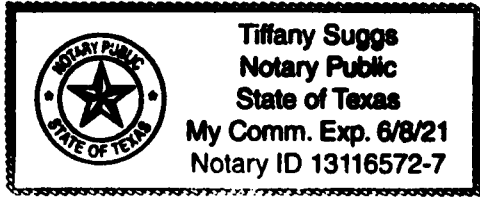
INTERNATIONAL BANK OF COMMERCE

By: [Signature]
Print Name: Sam Jones
Print Title: V.P.

State of Texas §
 §
County of Harris §

This instrument was acknowledged before me on the 22 day of August, 2017, by Sam Jones, the VP of International Bank of Commerce on behalf of such lienholder.

[Signature]
Notary Public – State of Texas



RP-2017-379271

RP-2017-379271
Pages 6
08/22/2017 12:07 PM
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

RP-2017-379271