

ANNISTON

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

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

THIS FIRST 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, under the terms and conditions set forth herein (the "First Supplemental Declaration"):

WHEREAS, under date of August 30, 2024, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership d/b/a FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant"), as the owner of certain land created that certain subdivision known as Anniston, by the execution and recordation of that certain Declaration of Covenants, Conditions and Restrictions for Anniston (the "Declaration") recorded under Harris County Clerk's File No. 2024-322724 of the Official Public Records of Harris County, Texas, (the "Declaration"); and

WHEREAS, by terms of said Declaration, land subject to the Declaration (also known as the Property) was placed within the jurisdiction of the Anniston Community Association (the "Association"); and

WHEREAS, pursuant to Article 12, Section 12.04 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; and

WHEREAS, the Declarant is executing and recording this First Supplemental Declaration to update and clarify the foundation fees applicable 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 First Supplemental Declaration 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 First Supplemental Declaration

The real property which is, by the recording of the Declaration and this First Supplemental Declaration, subject to the covenants and restrictions set forth in the Declaration, and which, by the virtue of the recording of this First Supplemental Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this First 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 12, 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 5, Section 5.11 is hereby deleted in its entirety and is replaced with the following, as if originally a part thereof:

“5.11 **Foundation Fee.** In addition to establishing the Association, the Declarant has established a non-profit foundation for the betterment of the Property, the betterment of the surrounding area where the Property is located, and the betterment of the Owners of the Property by the name of Anniston Community Foundation, Inc (the “Foundation”) by way of donations and grants and scholarships and the like to schools, police stations, fire stations, food banks, and other public services and private organizations. The Foundation will help to create a sense of community through sponsoring programs and events in and around the Property and surrounding areas. Therefore, each Owner of a Lot or Commercial Unit other than Declarant or other than a Builder (whether one or more Persons) at the time it purchases a Lot or Commercial Unit either directly from Declarant or from a Builder or from any other Owner thereof, hereby covenants to and shall be obligated to pay to the Foundation, a fee per Lot, at the time of purchase, as a Foundation Fee, in an amount equal to one-fifteenth of a percent (0.15%) of the gross sales price of the home situated on the Lot or the gross sales price of the improvements situated on the Commercial Unit. Such funds from the Foundation Fee collected at each purchase and sale and resale shall be used for benevolent purposes benefitting the surrounding community, the Property and its Owners, as well as operating expenses of the

Foundation, and other purposes as long as consistent with its 501(c)(4) status, as the Foundation shall determine in its sole discretion (hereinafter "Foundation Fee"). Such Foundation Fee shall be non-refundable and shall not be considered an advance payment of any assessments or other fees levied by the Association pursuant to this Declaration. Such Foundation Fee will be collected from the Owner directly at the purchase of the Lot or Commercial Unit. If any Lot or Commercial Unit is subdivided and/or platted into multiple Lots or Commercial Units, then each of the multiple Lots or Commercial Units will thereafter be subject to the Foundation Fee at the time of each purchase. The Foundation Fee is secured by the lien created herein and all remedies for collection herein shall apply to Foundation Fees. In the event that the Foundation Fee fails to be collected at any sale or resale of a home situated on a Lot or the improvements situated on the Commercial Unit, then the Association is authorized to collect such Foundation Fee in the same manner as it collects assessments and other fees hereunder, with all of the remedies at law or contractually contained herein.

Article 10, Section 10.20 is hereby deleted in its entirety and is replaced with the following, as if originally a part thereof:

10.20 Parking and Prohibited Vehicles. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed seven feet (7') in height, or eight feet (8') in width, or twenty-four feet (24') in length; (e) are in good repair; and (f) have no commercial advertising or modifications located thereon that would tend to indicate the vehicle was being used for commercial purposes or for compensation ("Allowable Vehicles"), may be parked in the driveway on a Lot, however, no Allowable Vehicles shall be parked upon any portion of the grassed areas or yard or on any easement or right-of-way or partially or fully blocking any sidewalk. All street parking is prohibited, whether daytime or nighttime. No motor vehicle or non-motorized vehicle, commercial vehicle, boat, trailer, marine craft, recreational vehicle, ATV, camper rig off of truck, motorhome, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored anywhere in the Subdivision or in public view. No Allowable Vehicles may be repaired on a Lot unless such vehicles being repaired are concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

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 First Supplemental Declaration is intended to comply with, and does comply with Article 12, Section 12.04 of the Declaration and Declarant, by execution and recordation of this First 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 First Supplemental Declaration this 24th day of October, 2024.

Declarant:

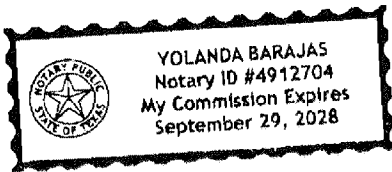
LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD., a Texas limited partnership
d/b/a FRIENDSWOOD DEVELOPMENT COMPANY

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: [Signature]
Name: Michael W. Johnson
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 25th day of October, 2024,
by Michael W. Johnson, Vice President of US 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.



[Signature]
Notary Public, State of Texas

RP-2024-397689

RP-2024-397689
Pages 5
10/25/2024 02:26 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$37.00

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

RP-2024-397689