

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (successor-by-merger to Summer Creek Development, Ltd., a Texas limited partnership) (the "Declarant") is the current "Declarant" under the Declaration and is the owner of that certain tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property has been platted and subdivided as Summer Lakes, Section Seven (7), a subdivision in Fort Bend County, Texas, according to the plat thereof filed under Clerk's File No. 2015031128 in the Official Records; and

WHEREAS, Article X, Section 7 of the Declaration gives the Declarant the right as the owner of the real property to be annexed or, if not the owner, with the consent of the owner of the real property to be annexed, to annex additional property into the jurisdiction of the Association, and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration (including the ability of the ARC to promulgate Higher Builder Guidelines) and to subject such Annexed Property to the additional covenants, conditions and restrictions set forth in this Declaration of Annexation.

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the authority and jurisdiction of the Association and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all of those certain assessments, conditions, covenants, easements, reservations, restrictions and liens set forth in the Declaration (including the ability of the ARC to promulgate Higher Builder Guidelines), as it may be hereafter amended, which shall run with the land and be binding on all parties having any right, title, or interest in the Annexed Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof with the following additional restrictions and modifications which shall apply only to the Annexed Property:

1. **Article IV, Section 6 of the Declaration is revised to read as follows:**

SECTION 6. RATES OF ASSESSMENT. Subject to the further provisions hereof, both annual and special assessments on all Lots shall be fixed at uniform rates and all Lots in the Properties shall commence to bear their assessment simultaneously; provided, however, Lots owned by the Declarant shall not be assessed. Lots owned by a Builder shall be assessed at the full rate. The assessment for an individual Lot, within a calendar year, shall change as the ownership of such Lot passes from the Declarant, and the assessment for such Lot shall be prorated according to the applicable rate during each type of ownership. There shall also be no assessments on any Lots owned by the Declarant or any portion of the Properties which has not been platted into Lots.

2. **Article VII, Section 2 of the Declaration is revised to read as follows:**

SECTION 2. LIVING AREA REQUIREMENTS. The minimum and maximum total living area of each single family dwelling, exclusive of open porches, garages, and

carports or parking spaces shall be determined by the ARC or as may be set forth in architectural guidelines promulgated by the ARC from time to time.

3. **Article VII, Section 1 of the Declaration is revised to read as follows:**

SECTION 1. TYPE OF RESIDENCE. Unless otherwise approved by the ARC, only one (1) detached single family residence not more than two (2) stories in height shall be built or permitted on each Lot and each residence shall have a garage capable of housing a minimum of two (2) and a maximum of three (3) automobiles. The minimum exterior wall area coverages on each side and the materials which are permitted on each side of the residence on each Lot shall be in conformance with the ARC's builder guidelines as same may be amended from time to time. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. No garage may be converted to use for any other purpose and garages used by a Builder for sales and other purposes must be converted back to a garage before occupancy of the residence by the homebuyer.

4. **Article VII, Section 6 of the Declaration is revised to read as follows:**

SECTION 6. ROOF PITCH; ROOF MATERIAL/ROOF STACKS. The ARC shall have the authority to approve roof pitches of the homes. The ARC, at its sole and absolute discretion, may choose to allow different roof pitches for structures it deems to be ancillary to the main dwelling, including but not limited to, eaves, overhangs for patios, and similar structures. The roofs of all buildings shall be constructed or covered with fiberglass shingles which are black or another color approved by the ARC and have a minimum manufacturer's guarantee as required by the ARC. Any other type of roofing material shall be permitted only at the discretion of the ARC. Unless otherwise approved by the ARC, all roof stacks must be painted to match the roof color of the residence.

As long as the Declarant owns real property encumbered by the Declaration, the Declarant may unilaterally amend this Declaration of Annexation at any time, in Declarant's sole and absolute discretion. As long as the Declarant owns real property encumbered by the Declaration, Owners may not amend this Declaration of Annexation without the Declarant's prior written consent.

IN WITNESS WHEREOF this Declaration of Annexation is executed the 2nd day of April, 2015.

It is expressly agreed and understood that the individual executing this document on behalf of the Declarant is acting in his representative capacity only and solely as a representative of the Declarant and any liability resulting hereunder based upon the actions of such individual, including but not limited to, the breach of any warranty, covenant, representation and/or provision contained herein, if any, shall be that of the Declarant and not that of such individual.

DECLARANT:

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (successor-by-merger to Summer Creek Development, Ltd., a Texas limited partnership)


By:



Thomas H. Burleson,
Executive Vice-President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of April, 2015, by Thomas H. Burleson, Executive, Vice-President, of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, on behalf of said corporation.


NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

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