



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 5 Fee: \$ 27.00

DECLARATION OF ANNEXATION
(Summer Lakes, Sections 8 and 11)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, by that certain Declaration of Covenants, Conditions and Restrictions for Summer Lakes dated July 12, 2004, executed by Summer Creek Development, Ltd., a Texas limited partnership, and filed under Clerk's File No. 2004085296 in the Official Records of Real Property of Fort Bend County, Texas (the "Official Records"), as amended by: (i) Amendment to Declaration of Covenants, Conditions and Restrictions for Summer Lakes dated October 26, 2004, filed under Clerk's File No. 2004140039 in the Official Records; (ii) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Summer Lakes dated June 22, 2005, filed under Clerk's File No. 2005075526 in the Official Records, and (iii) Third Amendment to Declaration of Covenants, Conditions and Restrictions for Summer Lakes dated October 5, 2006, filed under Clerk's File No. 2006131444 in the Official Records (as amended and supplemented, the "Declaration"), the single family residential lots within Summer Lakes, Section One (1) and Summer Lakes, Section Two (2), as more particularly described in the Declaration, were made subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, by that certain Declaration of Annexation dated December 14, 2007, filed under Clerk's File No. 2007154043 in the Official Records, Summer Lakes, Section Three (3) was annexed into the jurisdiction of the Summer Lakes Homeowners Association, Inc., a Texas non-profit corporation (the "Association") and made subject to all of the provisions of the Declaration and the additional restrictions and modifications set forth therein; and

WHEREAS, by that certain Declaration of Annexation dated April 21, 2008, filed under Clerk's File No. 2008042908 in the Official Records, Summer Lakes, Section Four (4) was annexed into the jurisdiction of the Association and made subject to all of the provisions of the Declaration and the additional restrictions and modifications set forth therein; and

WHEREAS, by that certain Declaration of Annexation dated November 12, 2013, filed under Clerk's File No. 2013148218 in the Official Records, Summer Lakes, Section Five (5) was annexed into the jurisdiction of the Association and made subject to all of the provisions of the Declaration and the additional restrictions and modifications set forth therein; and

WHEREAS, by that certain Declaration of Annexation dated March 18, 2015, filed under Clerk's File No. 2015029357 in the Official Records, Summer Lakes, Section Six (6) was annexed into the jurisdiction of the Association and made subject to all of the provisions of the Declaration and the additional restrictions and modifications set forth therein; and

WHEREAS, by that certain Declaration of Annexation dated April 2, 2015, filed under Clerk's File No. 2015036583 in the Official Records, Summer Lakes, Section Seven (7) was annexed into the jurisdiction of the Association and made subject to all of the provisions of the

Declaration and the additional restrictions and modifications set forth therein; and

WHEREAS, by that certain Declaration of Annexation dated November 4, 2016, filed under Clerk's File No. 2016125247 in the Official Records, Summer Lakes, Section Nine (9) was annexed into the jurisdiction of the Association and made subject to all of the provisions of the Declaration and the additional restrictions and modifications set forth therein; and

WHEREAS, by that certain Declaration of Annexation dated November 21, 2017, filed under Clerk's File No. 2017131940 in the Official Records, Summer Lakes, Section Ten (10) was annexed into the jurisdiction of the Association and made subject to all of the provisions of the Declaration and the additional restrictions and modifications set forth therein; and

WHEREAS, Article II, Section 2 of the Declaration provides that the Summer Lakes Architectural Review Committee (the "ARC") may promulgate builder guidelines and set higher building criteria than contain in the Declaration (the "Higher Builder Guidelines"); and

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (successor by merger to Summer Creek Development, Ltd., a Texas limited partnership) ("Forestar") assigned to TF Summer Park, L.P., a Delaware limited partnership ("Declarant") all of its rights, responsibilities, obligations and privileges as "Declarant" under the Declaration; and

WHEREAS, the Declarant is the owner of that certain tract of land which has been platted and subdivided as Summer Lakes, Section Eight (8), a subdivision in Fort Bend County, Texas, according to the plat thereof filed under Clerk's File No. 2018044238 in the Official Records ("Section 8"), and as Summer Lakes, Section Eleven (11), a subdivision in Fort Bend County, Texas, according to the plat thereof filed under Clerk's File No. 2018044270 in the Official Records ("Section 11") (herein, Section 8 and Section 11 being collectively called the "Annexed Property"); 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 certain revised and/or 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 revised and/or 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 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.

3. 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.

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.

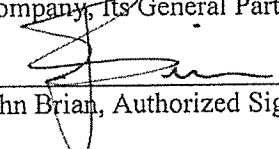
IN WITNESS WHEREOF this Declaration of Annexation is executed the 10th day of August, 2018.

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:

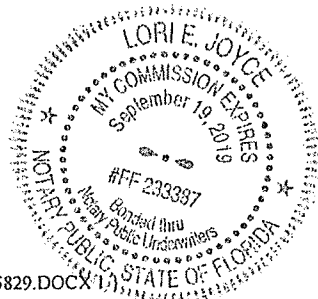
TF SUMMER PARK, L.P., a Delaware limited partnership

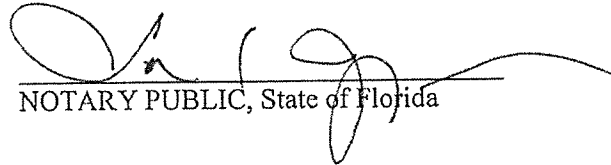
By: TF Holdings GP, L.L.C. a Delaware limited liability company, Its General Partner

By: 
John Brian, Authorized Signator

STATE OF FLORIDA §
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COUNTY OF MANATEE §

This instrument was acknowledged before me on the 10 day of August, 2018, by John Brian, Authorized Signator of TF Holdings GP, L.L.C., a Delaware limited liability company, General Partner TF Summer Park, L.P., a Delaware limited partnership, on behalf of said entities.




NOTARY PUBLIC, State of Florida

AFTER RECORDING RETURN TO:

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