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**SUPPLEMENTAL AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
STILL CREEK RANCH  
SECTION THREE**

After Recording, Return To:  
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Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR STILL CREEK RANCH  
SECTION THREE**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Still Creek Ranch, Section Three (this "***Supplemental Amendment***") is made by ARENOSA DEVELOPMENT POWERLINE, LTD., a Texas limited partnership ("***Declarant***"), with the joinder of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, d/b/a Friendswood Development Company ("***Friendswood Development***").

**WITNESSETH:**

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Still Creek Ranch in the Official Public Records of Fort Bend County, Texas under Clerk's File No. 2019084064, as same has been or may be amended and supplemented from time to time (the "***Declaration***");

WHEREAS, pursuant to Article III of the Declaration, Declarant reserved the exclusive right to annex additional property into Still Creek Ranch and to subject the additional property to the Declaration and to the jurisdiction of the Still Creek Ranch Homeowners Association, Inc. (the "***Association***");

WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character and intended use of such annexed real property;

WHEREAS, Friendswood Development is the owner of certain real property, as shown on the map or plat thereof, recorded under Clerk's File Number 20230043 in the Official Public Records of Fort Bend County, Texas ("***Section Three***"); and

WHEREAS, reference is made to the Declaration for all purposes, and all capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by Declarant in the Declaration, Declarant annexes Section Three into Still Creek Ranch. Section Three hereinafter carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section Three will be held, transferred, sold, conveyed, used, and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including the Declaration and this Supplemental Amendment.

1. Notices

Owners and Occupants of Lots within Section Three are advised that the following conditions exist or may exist within or near the Property (collectively, the “*Conditions*”):

1. A number of manmade, natural, and environmentally sensitive areas may exist within or in proximity to the Property and these areas may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, alligators, bobcats, coyotes, venomous and non-venomous snakes and other reptiles, deer, armadillos, and other animals, some of which may pose hazards to persons or pets coming in contact with them.
2. Restricted Reserves A, B, D, E, F, G, H, I, J and K restricted in their use to landscape/open space purposes, and Restricted Reserve C, restricted in its use to drill site purposes, exist within Section Three.
3. Adjacent land that is not owned by the Association or Declarant exists in proximity to Section Three, outside of the platted area.
4. A 10-foot utility easement and 11-foot, 6-inch aerial easement in favor of Centerpoint Energy Houston Electric, LLC, more particularly described by that instrument recorded under Fort Bend County Clerk’s File No. 2021008326, exists or may exist within or in proximity to Section Three.
5. A 17.5-foot H.L.&P. Co. easement, more particularly described by that instrument recorded in Volume 409, Page 573 in the Fort Bend County Deed Records, exists or may exist within or in proximity to Section Three. Powerlines exist or may exist within this easement.
6. A 20-foot fill easement, more particularly described by that instrument recorded under Fort Bend County Clerk’s File No. 2021176588, exists or may exist within or in proximity to Section Three.
7. A 20-foot fill easement, more particularly described by that instrument recorded under Fort Bend County Clerk’s File No. 2021176611, exists or may exist within or in proximity to Section Three.
8. A 25-foot fill easement, more particularly described by that instrument recorded under Fort Bend County Clerk’s File No. 2021180188, exists or may exist within or in proximity to Section Three.

Owners are advised that there may be potentially dangerous conditions that exist within or near portions of the Property, such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, erosion, instability of natural topography, insects, reptiles, and animals. It is possible for some or all of these conditions to extend into the Lots within Section Three. Each Owner and Occupant of any Lot, and every person entering Section Three (i) acknowledges that there are plants and wildlife that are indigenous to the area and are not restrained or restricted in their movements within or throughout

the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, any successor declarant, nor the members, partners, affiliates, officers, directors, agents, or employees of any of the foregoing, have any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor do they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or throughout the Property.

**OWNERS AND OCCUPANTS OF LOTS WITHIN SECTION THREE AGREE TO HOLD HARMLESS DECLARANT AND THE ASSOCIATION, INCLUDING THEIR RESPECTIVE DIRECTORS AND OFFICERS, AND RELEASE THEM FROM ALL LIABILITY FOR THE EXISTENCE, PLACEMENT, CONSTRUCTION, DESIGN, OPERATION, REPLACEMENT, AND MAINTENANCE OF THE CONDITIONS AND AGREE TO INDEMNIFY SUCH RELEASED PARTIES FROM ALL LIABILITY RELATED TO SUCH OWNER'S OR OCCUPANT'S USE OF, OR PROXIMITY TO, THE CONDITIONS.**

Each Owner and Occupant of a Lot within Section Three acknowledges and understands that the Association, its Board, and Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within Section Three further acknowledges that the Association, its directors, officers, managers, agents, and employees, Declarant, and any successor declarant have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, safety, any use, or any future change in use of the Conditions.

Owners of Lots within Section Three grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water, lighting, electromagnetic field, odors, parking, overspray from fountains, visibility, and traffic that may occur due to the Conditions. There is further reserved for Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Conditions for water and overspray of any products used to control vegetation within the Conditions.

Declarant and the Association are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Conditions within the Property.

Owners and Occupants of Lots that are located in proximity to the Conditions must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Conditions. **ANY OWNER OR OCCUPANT PERMITTING OR CAUSING SUCH INFILTRATION MUST INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, INCLUDING ITS DIRECTORS AND OFFICERS, FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE CONDITIONS TO THEIR CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.**

**2. Fencing**

Community Fences will be constructed on or adjacent to those portions of the following Lots and Reserves within Section Three:

- Lot 1, Block 1, common to Restricted Reserve A
- Lots 5 and 6, Block 2, facing Rabbit Creek Lane
- Lots 4, 5, 8 (partial), 9, and 10, Block 2, common to Restricted Reserve F located in Still Creek Ranch Section 4
- Southeastern side Lot line of Lot 10, Block 2
- Lot 1, Block 3, common to Restricted Reserve B
- Southwestern side Lot line of Lot 5, Block 3
- Lot 1, Block 4, common to Restricted Reserve C
- Lots 2 and 3, Block 4, common to Restricted Reserve I
- Along the rear boundaries of Restricted Reserve I, J, and K
- Southeastern side Lot line of Lot 13, Block 4
- Lots 19 and 20, Block 4, common to Restricted Reserve J
- Lots 21, 22, and 23, Block 4, common to Restricted Reserve F
- Lot 1, Block 5, common to Restricted Reserve D
- Lots 7 and 8, Block 5, common to Restricted Reserve K
- Lot 13, Block 5, common to Restricted Reserve E
- Northeastern side Lot line of Lot 11, Block 6
- Lots 1, 2 and 3, Block 7, common to Restricted Reserve G

Such Lots are considered Adjacent Lots and are subject to the provisions in the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). Declarant, the Association, and the Community Fence owner, as applicable, have an easement on the Adjacent Lots for the installation, maintenance, repair, and replacement of the Community Fences, as more particularly described in the Declaration. Save and except the fencing noted above, all other fencing located upon the Lots within Section Three must be installed, maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

**3. Section 3 Rear Setbacks**

Notwithstanding anything to the contrary in the Guidelines and pursuant to the authority set forth in the Declaration, the width of a rear utility easement (if present) on a Lot within Section 3 will serve as the minimum rear setback for the Lot. In the event there is no rear utility easement on a Lot within Section 3, the minimum rear setback will be 10 feet.

This Supplemental Amendment may only be amended as provided in Article XV of the Declaration.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Still Creek Ranch, Section Three, is executed as of the 1<sup>st</sup> day of MAY, 2023.

**DECLARANT:**

ARENOSA DEVELOPMENT POWERLINE, LTD.,  
a Texas limited partnership

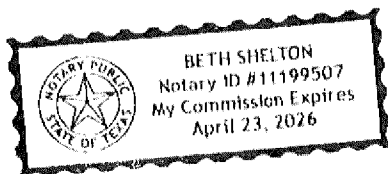
By: ARENOSA DEVELOPMENT, LLC,  
a Texas limited liability company,  
its general partner

By: [Signature]  
Name: RYAN NILES  
Title: PRESIDENT

STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared RYAN NILES, the PRESIDENT of ARENOSA DEVELOPMENT, LLC, a Texas limited liability company, the general partner of ARENOSA DEVELOPMENT POWERLINE, LTD., a Texas limited partnership, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of May, 2023.



[Signature]  
Notary Public – State of TEXAS

**JOINDER BY FRIENDSWOOD DEVELOPMENT**

WHEREAS, the undersigned, being the owner of Section Three, agrees to the terms set forth in this Supplemental Amendment.

Signed this the 3<sup>rd</sup> day of May, 2023.

**LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,  
a Texas limited partnership,  
dba 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: Michael W. Johnson, Vice President

STATE OF Texas §  
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Michael W. Johnson, Vice President of 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 of Lennar Homes of Texas Land and Construction, Ltd, a Texas limited partnership, dba Friendswood Development Company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3<sup>rd</sup> DAY OF May, 2023.

Will Taday  
Notary Public -- State of Texas

