

SECOND AMENDMENT  
to  
ANNEXATION AND SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
TERRA DEL SOL, SECTIONS SIX (6) AND SEVEN (7)

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STATE OF TEXAS           §  
                                      §  
COUNTY OF HARRIS       §

WHEREAS, by instrument entitled "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Terra del Sol" dated February 21, 2006 and executed by Richfield Homes at Terra del Sol, LP, a Delaware limited partnership ("**Original Declarant**"), which was recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. Z119435 (the "**Declaration**"), the real property described below was subjected to the easements, covenants, conditions, and restrictions set forth in the Declaration and the jurisdiction of Terra del Sol Homeowners Association, Inc. (the "**Association**");

Terra del Sol, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 544195 of the Map Records of Harris County, Texas; and

Terra del Sol, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 560105 of the Map Records of Harris County, Texas;

and,

WHEREAS, the Declaration was amended by instrument entitled "First Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Terra del Sol" recorded in the Official Public Records of Real Property of Harris County, Texas on October 15, 2013 under Clerk's File No. 20130528465; and

WHEREAS, Article 9, Section 9.1, of the Declaration, entitled "**Annexation Without Approval of Class "A" Membership**", provides:

Section 9.1 Annexation Without Approval of Class "A" Membership. As the record owner thereof, or if not the record owner, with the consent of the record owner thereof, Declarant shall have the unilateral right, privilege, and option, from time-to-time at any time until thirty (30) years from the date this Declaration is recorded in Harris County, Texas, to subject to the provisions of this Declaration and the jurisdiction of the Association additional real property, by filing for record in the Official Public Records of Real Property of Harris County, Texas, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the vote of the Members of the Association or approval by any Person. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other Person they said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property so annexed.

WHEREAS, Article 9, Section 9.5, of the Declaration further authorizes Declarant to subject any portion of the Property to additional covenants, conditions and restrictions, whether such portion of the Property was initially subjected to the provisions of the Declaration or subjected to the provisions of the Declaration by a Supplemental Declaration; and

WHEREAS, Original Declarant caused the "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Terra del Sol, Sections Six (6) and Seven (7)" (the "**Supplemental Declaration for Sections 6 and 7**") to be recorded in the Official Public Records of Real Property of Harris County, Texas on January 23, 2014 under Clerk's File No. 20140028862, which instrument subjected the real property described by metes and bounds in Exhibit "A" attached to the Supplemental Declaration for Sections 6 and 7 to the provisions of the Declaration and the jurisdiction of the Association; and

WHEREAS, the Supplemental Declaration for Sections 6 and 7 was amended by the instrument entitled "First Amendment to Annexation and Supplemental Declaration of Covenants,

Conditions and Restrictions for Terra del Sol, Sections Six (6) and Seven (7)" recorded in the Official Public Records of Real Property of Harris County, Texas on March 23, 2018 under Clerk's File No. 2018-121776 (the Supplemental Declaration for Sections 6 and 7 as amended hereinafter still referred to as "Supplemental Declaration for Sections 6 and 7"); and

WHEREAS, Original Declarant assigned its rights to Terra del Sol, a California limited partnership ("**Successor Declarant**") by instrument entitled "Assignment of Declarant's Rights" recorded in the Official Public Records of Real Property of Harris County, Texas on January 23, 2014 under Clerk's File No. 20140029480 (the "**First Assignment**"); and

WHEREAS, Successor Declarant, caused the "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Terra del Sol, Sections Five (5) and Nine (9)" (the "**Supplemental Declaration for Sections 5 and 9**") to be recorded in the Official Public Records of Real Property of Harris County, Texas on April 6, 2015 under Clerk's File No. 20150137075, which instrument subjected the real property described by metes and bounds in Exhibit "A" attached to the Supplemental Declaration for Sections 5 and 9 to the provisions of the Declaration and the jurisdiction of the Association; and

WHEREAS, Successor Declarant assigned its rights to K. Hovnanian Houston Terra Del Sol, LLC ("**Second Successor Declarant**") by instrument entitled "Assignment of Declarant's Rights" recorded in the Official Public Records of Real Property of Harris County, Texas on April 12, 2018 under Clerk's File No. 2018-155989 (the "**Second Assignment**"); and

WHEREAS, Second Successor Declarant, caused the "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Additional Land [A 3.643 acre tract to be developed as a part of Terra del Sol, Section Seven (7)]" to be recorded in the Official Public Records of Real Property of Harris County, Texas on November 1, 2018 under Clerk's File No. 2018-497434, which instrument subjected the real property described by metes and bounds in Exhibit "A" attached to such instrument to the provisions of the Declaration and the jurisdiction of the Association; and

WHEREAS, the Supplemental Declaration for Sections 6 and 7 expressly provides that such Supplemental Declaration may be amended by Declarant without the joinder of any other party as long as Declarant owns a Lot in the Property; and

WHEREAS, pursuant to the Second Assignment, Second Successor Declarant has all rights and powers of the Original Declarant, including the right to amend the Supplemental Declaration without the joinder of any other party as long as Second Successor Declarant owns a Lot in the Property; and

WHEREAS, Second Successor Declarant owns all of the land described by metes and bounds in Exhibit "A" attached to the Supplemental Declaration for Sections 6 and 7 and all of the land described by metes and bounds in Exhibit "A" attached to the "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Additional Land [A 3.643 acre tract to be developed as a part of Terra del Sol, Section Seven (7)]"; and

WHEREAS, Second Successor Declarant desires to amend the Supplemental Declaration for Sections 6 and 7 as to the portion of the land described by metes and bounds in Exhibit "A" attached to the Supplemental Declaration for Sections 6 and 7 and all of the land described by metes and bounds in Exhibit "A" attached to the "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Additional Land [A 3.643 acre tract to be developed as a part of Terra del Sol, Section Seven (7)]" that is hereafter platted as Terra del Sol, Section Seven (7) [such land being hereafter referred to as Terra del Sol, Section Seven (7)];

NOW THEREFORE, Second Successor Declarant hereby amends the Supplemental Declaration for Sections 6 and 7 as follows:

1. The provisions in Article 1, Section 1.11, of the Declaration, entitled "Builder", are not applicable to Lots in Terra del Sol, Section Seven (7). Instead, the following provisions are applicable to Terra del Sol, Section Seven (7):

The term "Builder" means a person or entity who is regularly engaged in the business of constructing residential dwellings for sale to third parties. K. Hovnanian Houston Terra Del Sol, LLC is a Builder, as that term is used in this instrument, the Supplemental Declaration for Sections 6 and 7, and the Declaration.

2. The provisions in Article 4, Section 4.14, of the Declaration, entitled "Orientation and Setback Areas", are not applicable to Lots in Terra del Sol, Section Seven (7). Instead, the following provisions relating to orientation and setbacks are applicable to Lots in Terra del Sol, Section Seven (7):

Orientation and Setbacks. Except as otherwise provided herein, the Residence on a Lot must face the street in front of the Lot. In the case of a Corner Lot, the Residence must face the street along which the adjacent property line of the Lot has the shortest length, unless otherwise designated by the ACC. No part of the Residence or garage on a Lot may be located (a) nearer to a side Lot line than three (3) feet, (b) nearer to the front Lot line than eight (8) feet, or (c) nearer to the rear Lot line than seven (7) feet. The garages on two (2) adjacent Lots may not both be located along the common Lot line separating the two (2) Lots unless approved in writing by the ACC. All buildings and structures constructed, erected or placed on a Lot must also comply with the setbacks, if any, shown on the applicable plat and any setbacks imposed by any applicable ordinances or regulations of a municipal authority having jurisdiction.

3. The provisions in Article 4, Section 4.20, of the Declaration, entitled "Driveways", are not applicable to Lots in Terra del Sol, Section Seven (7). Instead, the following provisions relating to driveways are applicable to Lots in Terra del Sol, Section Seven (7);

Driveways. Each Lot is required to have a driveway that extends from the street adjacent to the Lot to the garage on the Lot. A driveway may not have a width greater than eighteen (18) feet, except as necessary at the garage for access. The Owner of the Lot must properly maintain and repair, as necessary, the driveway on the Owner's Lot. The location of the driveway on a Lot must be approved in writing by the ACC prior to the commencement of construction. An auto court is not permitted on a Lot without the prior written approval of the ACC; if permitted, the construction of an auto court may be conditioned upon the installation of landscaping or some other type of screening deemed appropriate by the ACC.

4. The provisions in Article 4, Section 4.40, of the Declaration, entitled "Fences", are not applicable to Lots in Terra del Sol, Section Seven (7). Instead, the following provisions relating to fences are applicable to Lots in Terra del Sol, Section Seven (7):

Fences. A wood fence not more than six feet (6') in height is required along the side and rear property lines of each Lot as specified by the ACC. Each fence must comply with the requirements of the Design Guidelines unless otherwise approved in writing by the ACC. A plastic, vinyl, PVC, chain link, bamboo, corrugated metal, chicken wire or other type of wire fence is not permitted on a Lot unless approved in writing by the ACC. A type of fence and the materials used in the construction of a fence may be required by the ACC based upon the location and visibility of the fence, particularly visibility from entryways, major thoroughfares and Common Areas. The fence on a Lot will pass with title to the Lot; it is the responsibility of the Owner of the Lot to at all times keep each fence on the Owner's Lot properly maintained and to repair or replace a fence as necessary. If a fence is located on the property line separating two (2) Lots, the Owners of the two (2) Lots have equal responsibility to maintain, repair and/or replace the fence.

THE ASSOCIATION IS NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF THE EXISTENCE OF FENCES AND GATES REQUIRED BY THIS DECLARATION OR THE USE THEREOF, EVEN IF CAUSED BY THE FAILURE OF ANY SUCH FENCE OR GATE TO CONTAIN CHILDREN OR PETS WITHIN A LOT OR THE FAILURE OF ANY CONTRACTOR OF THE ASSOCIATION TO PROPERLY LATCH THE GATE IN ANY FENCE. EACH OWNER HEREBY AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, ANY SUCCESSOR DECLARANT AND THE ACC HARMLESS FROM ALL LOSSES, CLAIMS, LIABILITIES, INJURIES, DAMAGES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, THAT RESULT FROM, ARISE OUT OF OR ARE IN ANY WAY

CONNECTED TO THE INSTALLATION OF FENCES AND GATES AS  
REQUIRED BY THIS DECLARATION AND THE USE THEREOF.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

Except as amended herein, all provisions in the Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Terra del Sol, Sections Six (6) and Seven (7), as amended, remain in full force and effect.

Executed on the date set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

SECOND SUCCESSOR DECLARANT:

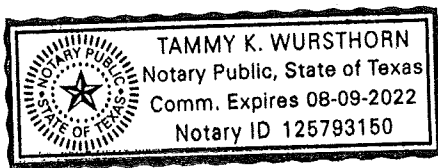
K. HOVNANIAN OF HOUSTON TERRA DEL SOL, LLC

By: \_\_\_\_\_

John C. Rose, Assistant Secretary

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 14 day of MARCH, 2019 personally appeared John C. Rose, Assistant Secretary of K. Hovnanian of Houston Terra Del Sol, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Tammy K Wursthorn  
Notary Public in and for the State of Texas

RP-2019-102570  
# Pages 8  
03/14/2019 02:03 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$40.00

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.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2019-102570