

AMEND
N

This document is being recorded again to include page 2 which was inadvertently omitted.

**SUPPLEMENTAL AND AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

**REMINGTON CREEK RANCH
(AMENDMENT)**

1EE

THIS SUPPLEMENTAL AND AMENDED DECLARATION is made on the date hereinafter set forth by WOODMERE DEVELOPMENT CO., LTD., a Texas limited partnership (hereinafter called "Declarant") (the "Amendment"):

WITNESSETH:

WHEREAS, Woodmere Development Co., Ltd. as the Declarant executed that one certain Declaration of Covenants, Conditions, and Restrictions for Remington Creek Ranch on June 17, 2008, which was recorded July 9, 2008 under Harris County Clerk's File No. 20080358884 (the "Declaration"); and

WHEREAS, the Declarant now wishes to amend certain terms of the Declaration; and

WHEREAS, the Declarant has the unilateral right to amend the Declaration without the vote or consent or joinder of any party, pursuant to the terms of such Declaration;

NOW, THEREFORE, Declarant hereby declares that 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 subjected to the provisions of this Supplemental Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the 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 1.
Definitions

All capitalized terms herein shall have the meanings set forth in the Declaration, unless defined otherwise herein.

ARTICLE 2.
Property Subject to the Declaration

ER 033 - 17 - 0099

The real property which is, by the recording of the Declaration and any Supplemental Declaration, subject to the covenants and restrictions set forth in the Declaration and which, by virtue of the recording of this Supplemental Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Supplemental Declaration is all of the real property in the Subdivision, being the real property described in such Declaration and any Supplemental Declarations annexing additional real property thereto.

ARTICLE 3.
Amendment

Pursuant to Article VIII, Section 8.1 of the Declaration, Declarant has the unilateral right to amend the Declaration without the vote or consent or joinder of any party. In the event of any conflict between the Declaration and this Amendment, this Amendment shall control. Such amendment is hereinafter set forth:

ARTICLE I, Definitions, is hereby amended as follow:

1.2 "Lot and/or "Lots", is hereby amended by the addition of the following language to the end of such definition, as if originally a part thereof: "There may be created and made subject to this Declaration, a total of 315 Lots in the entire Properties."

The following definition is added as 1.12 to the Definitions, if originally a part thereof:
1.12 "Member", "There are Class A and Class B members, as hereinafter set forth. The period of Class B membership shall be a declarant control period and a Development Period, as those terms are used in any relevant legislation."

This Supplemental Declaration is intended to comply with and does comply with Article VIII, Section 8.1 of the Declaration and Declarant, by execution and recordation of this 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.

Executed this 22nd day of December, 2011.

ER 033 - 17 - 0100

ER 033 - 17 - 0101

DECLARANT:

WOODMERE DEVELOPMENT CO, LTD., a Texas limited partnership, by its general partner, WOODMERE GP, L.L.C.

20R

By: *Damon H Sachs*
Name: DAMON H SACHS
Title: PROJECT MANAGER

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of DECEMBER, 2011, by DAMON SACHS, PROJECT MANAGER of Woodmere GP, L.L.C., the general partner of Woodmere Development Co., Ltd., a Texas limited partnership, on behalf of said partnership.

Charmaine Katina Ganson
Notary Public, State of Texas



After recording return to:

Hoover Slovacek, LLP
5847 San Felipe, ste 2200
Houston, Texas 77057
Attn: Sarah Ann Powers
351156

ER 033 - 17 - 0102

20120246704
Pages 4
06/05/2012 14:41:12 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 24.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

This document is being recorded again to include page which was inadvertently omitted.

**SUPPLEMENTAL AND AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

**REMINGTON CREEK RANCH
(AMENDMENT)**

THIS SUPPLEMENTAL AND AMENDED DECLARATION is made on the date hereinafter set forth by WOODMERE DEVELOPMENT CO., LTD., a Texas limited partnership (hereinafter called "Declarant") (the "Amendment"):

WITNESSETH:

WHEREAS, Woodmere Development Co., Ltd. as the Declarant executed that one certain Declaration of Covenants, Conditions, and Restrictions for Remington Creek Ranch on June 17, 2008, which was recorded July 9, 2008 under Harris County Clerk's File No. 20080358884 (the "Declaration"); and

WHEREAS, the Declarant now wishes to amend certain terms of the Declaration; and

WHEREAS, the Declarant has the unilateral right to amend the Declaration without the vote or consent or joinder of any party, pursuant to the terms of such Declaration;

NOW, THEREFORE, Declarant hereby declares that 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 subjected to the provisions of this Supplemental Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the 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 1.
Definitions

All capitalized terms herein shall have the meanings set forth in the Declaration, unless defined otherwise herein.

ARTICLE 2.
Property Subject to the Declaration

The real property which is, by the recording of the Declaration and any Supplemental Declaration, subject to the covenants and restrictions set forth in the Declaration and which, by virtue of the recording of this Supplemental Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Supplemental Declaration is all of the real property in the Subdivision, being the real property described in such Declaration and any Supplemental Declarations annexing additional real property thereto.

ARTICLE 3.
Amendment

Pursuant to Article VIII, Section 8.1 of the Declaration, Declarant has the unilateral right to amend the Declaration without the vote or consent or joinder of any party. In the event of any conflict between the Declaration and this Amendment, this Amendment shall control. Such amendment is hereinafter set forth:

ARTICLE I, Definitions, is hereby amended as follow:

1.2 "Lot and/or "Lots", is hereby amended by the addition of the following language to the end of such definition, as if originally a part thereof: "There may be created and made subject to this Declaration, a total of 315 Lots in the entire Properties."

The following definition is added as 1.12 to the Definitions, if originally a part thereof:
1.12 "Member", "There are Class A and Class B members, as hereinafter set forth. The period of Class B membership shall be a declarant control period and a Development Period, as those terms are used in any relevant legislation."

This Supplemental Declaration is intended to comply with and does comply with Article VIII, Section 8.1 of the Declaration and Declarant, by execution and recordation of this 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.

Executed this 22nd day of December, 2011.

DECLARANT:

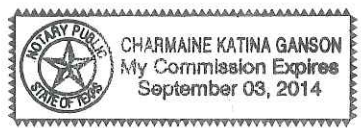
WOODMERE DEVELOPMENT CO, LTD., a Texas limited partnership, by its general partner, WOODMERE GP, L.L.C.

By: *Damon H Sachs*
Name: DAEMON H SACHS
Title: PROJECT MANAGER

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 22nd day of DECEMBER, 2011, by DAEMON SACHS, PROJECT MANAGER of Woodmere GP, L.L.C., the general partner of Woodmere Development Co., Ltd., a Texas limited partnership, on behalf of said partnership.

Charmaine Katina Ganson
Notary Public, State of Texas



After recording return to:

Hoover Slovacek, LLP
5847 San Felipe, ste 2200
Houston, Texas 77057
Attn: Sarah Ann Powers
351156