

SEVENTH AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
SIERRA VISTA

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS, Land Tejas Sterling Lakes South, L.L.C., a Texas limited liability company (“Developer”), caused the instrument entitled “Declaration of Covenants, Conditions and Restrictions for Sierra Vista” to be recorded in the Official Public Records of Real Property of Brazoria County, Texas, on October 10, 2017 under Clerk’s File No. 2017049777 (the “Declaration”), which instrument imposes various covenants, conditions, restrictions, and easements on the Community (as defined in the Declaration); and

WHEREAS, the Declaration was previously amended by instruments entitled “First Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista”, “Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista”, “Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista”, “Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista”, “Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista” and “Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File Nos. 2017060551, 2018005017, 2018008605, 2018027516, 2019011248 and 2019062624, respectively; and

WHEREAS, Article IX, Section 9.7, of the Declaration, as amended, provides that the Declaration may be amended by Developer without the joinder of any other party until the end of the Development Period so long as the amendment is consistent with the residential character of the Community; and

WHEREAS, the Development Period remains in effect and this amendment is consistent with the residential character of the Community.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

Article V, Section 5.14, of the Declaration, entitled "**Lagoon/Amenity Village**", is amended to read as follows:

SECTION 5.14. LAGOON/AMENITY VILLAGE. Developer may construct or cause to be constructed a lagoon and related amenity village in the Community. If constructed, the Owner of each Lot in the Community must pay to the Association an additional annual assessment (the "**Lagoon/Amenity Village Assessment**") commencing on January 1st of the year next following the year in which construction of the lagoon and amenity village is commenced. For purposes of this section, the construction of the lagoon and amenity village is deemed to commence as of the date that any clearing and/or grading of any part of the land on which the lagoon and amenity village will be located is initiated. The Lagoon/Amenity Village Assessment will be used to defray the anticipated cost of operating, maintaining and repairing the lagoon and amenity village, not constructing the lagoon and amenity village. The initial rate of the annual Lagoon/Amenity Village Assessment is Three Hundred and no/100 Dollars (\$300.00) per Lot. The rate of the annual Lagoon/Amenity Village Assessment may be adjusted (increased or decreased) based upon the annual budget for the operation, maintenance and repair of the lagoon and amenity village, but not more than once in a calendar year. A Builder is obligated to pay the full amount of the Lagoon/Amenity Village Assessment for each Lot owned commencing on the date the Lot is acquired by the Builder and continuing for so long as the Builder owns the Lot. Payment of the Lagoon/Amenity Village Assessment is due on January 1st of each year and will become delinquent if payment is not received by the Association by January 31st of the year in which it became due. Payment of Lagoon/Amenity Village Assessments is secured by the lien established in Section 5.3 of this Declaration; a Lagoon/Amenity Village Assessment is also the personal obligation of the person who was the Owner of the Lot at the time the Lagoon/Amenity Village Assessment became due. Lagoon/Amenity Village Assessments are subject to the same charges and remedies for non-payment that are set forth in Section 5.17 of the Declaration. Each Owner of a Lot in the

Community is entitled to use and enjoy the lagoon and amenity village, subject to rules and regulations relating to the use and operation of the lagoon and amenity village.

NOTICE IS HEREBY GIVEN THAT THE LAGOON AND AMENITY VILLAGE MAY OR MAY NOT BE OWNED BY THE ASSOCIATION AND THE LAGOON AND AMENITY VILLAGE MAY BE MADE AVAILABLE FOR USE BY PERSONS WHO ARE NOT LOT OWNERS IN THE COMMUNITY.

This amendment is deemed to be a part of and is to be interpreted in accordance with the Declaration. Except as amended herein, all provisions of the Declaration, as previously amended, are hereby ratified and confirmed and continue in full force and effect.

IN WITNESS WHEREOF, Developer has executed this instrument on the date of the acknowledgement, to be effective upon recording in the Official Public Records of Real Property of Brazoria County, Texas.

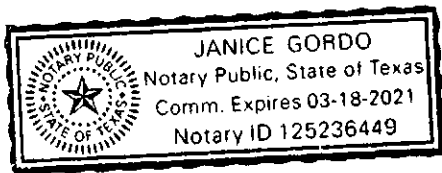
DEVELOPER:

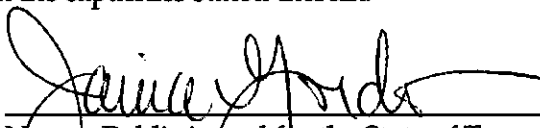
**LAND TEJAS STERLING LAKES SOUTH, L.L.C.,
a Texas limited liability company**

By: 
Al P. Brende, Sole Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of February, 2020, by Al P. Brende, Sole Manager for Land Tejas Sterling Lakes South, L.L.C., a Texas limited liability company, for the consideration and in the capacities stated therein.




Notary Public in and for the State of Texas

FILED and RECORDED

Instrument Number: 2020009736

Filing and Recording Date: 02/24/2020 11:28:22 AM Pages: 4 Recording Fee: \$34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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cclerk-jessie