

# Aster Park

## **SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ASTER PARK**

### **PHASE 1A**

After Recording, Return To:

Jane W. Janecek

Isabella L. Vickers

Roberts Markel Weinberg Butler Hailey PC

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Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
ASTER PARK**

**PHASE 1A**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Aster Park, Phase 1A (this “*Supplemental Amendment*”) is made by HT FM 1461 Owner LP, a Texas limited partnership (“*Declarant*”).

**RECITALS:**

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Aster Park in the Official Public Records of Collin County, Texas under Clerk’s File No. 2023000129654, as same has been or may be amended and supplemented from time to time (the “*Declaration*”); and

WHEREAS, pursuant to Article III of the Declaration, Declarant reserved the exclusive right to annex additional property into Aster Park and to subject the additional property to the Declaration and to the jurisdiction of Aster Park Community Association, Inc. (the “*Association*”); and

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 or intended use of the annexed real property; and

WHEREAS, Declarant is the owner of that certain real property as shown on the map or plat thereof, recorded under Clerk’s File No. 2023010000497 in the Map or Plat Records of Collin County, Texas (“*Phase 1A*”); and

WHEREAS, reference is made to the Declaration for all purposes, and the 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 Phase 1A into Aster Park. Phase 1A carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, 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. Phase 1A 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, but not limited to, the Declaration and this Supplemental Amendment.

## 1. Notices

Owners and Occupants of Lots within Phase 1A are advised that the following conditions exist or may exist within or near the Property, including Phase 1A (collectively referred to as the “*Conditions*”):

1. A number of manmade, natural, and environmentally sensitive areas may exist within or in proximity to the Property, including Phase 1A, 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. Reserve areas exist throughout Phase 1A that may be restricted to uses such as, by way of illustration and not limitation, landscape, open space, and utilities purposes, including CA-A1 and CA-A2.
3. Adjacent land that is not owned by the Association or Declarant exists in proximity to the Property, outside of the platted area.
4. Surrounding uses and conditions exist or may exist within or in proximity to the Property, including commercial uses (which may include, but are not limited to, hotels, conference centers, restaurants, urban shopping centers and markets, medical and institutional facilities, large corporate campuses, multifamily uses, as well as land that is not owned by Declarant or the Association).
5. A 170 foot Texas Power & Light Company Easement, more particularly described by that instrument recorded in Volume 805, Page 417 of the Deed Records of Collin County, Texas, exists or may exist within or in proximity to the Property, including Phase 1A. Overhead power lines exist or may exist within this easement.
6. An Impounding Water Flowage Easement, more particularly described by that instrument recorded under Instrument No. 2022000075125 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to the Property, including Phase 1A.
7. Floodplain Zone “A”, as more particularly described by FEMA Map No. 48085C0140J, dated June 2, 2009, exists or may exist within or in proximity to the Property, including Phase 1A.
8. A variable width floodplain, drainage, and erosion hazard setback easement exists or may exist within or in proximity to Phase 1A.
9. A 65 foot and a 70 foot sewer easement exist or may exist within or in proximity to Phase 1A.

10. A 15 foot sewer easement, more particularly described by that instrument recorded under Instrument No. 2022000179537 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to Phase 1A.
11. A variable width sewer easement, more particularly described by that instrument recorded under Instrument No. 2022000179539 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to Phase 1A.
12. A variable width sewer easement, more particularly described by that instrument recorded under Instrument No. 2023000112083 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to Phase 1A.
13. A 15 foot sewer easement, more particularly described by that instrument recorded under Instrument No. 2023000112086 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to Phase 1A.
14. One or more 15 foot water easements exist or may exist within or in proximity to Phase 1A.
15. A variable width water easement, more particularly described by that instrument recorded under Instrument No. 2022000179538 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to Phase 1A.
16. A variable width water easement, more particularly described by that instrument recorded under Instrument No. 2023000112081 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to Phase 1A.
17. A 40 foot drainage easement, more particularly described by that instrument recorded under Instrument No. 2023000112086 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to Phase 1A.
18. A 10 foot utility easement, more particularly described by that instrument recorded under Instrument No. 2023000112083 in the Deed Records of Collin County, Texas, exists or may exist within or in proximity to Phase 1A.

Owners are advised that there may be potentially dangerous conditions that exist within or near portions of the Property, including Phase 1A, such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, murky 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 Phase 1A. Each Owner and Occupant of any Lot, and every person entering Phase 1A (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, has any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor are they liable 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 PHASE 1A AGREE TO HOLD HARMLESS DECLARANT AND THE ASSOCIATION, INCLUDING THEIR RESPECTIVE DIRECTORS AND OFFICERS, AND RELEASE THEM FROM ANY 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 Phase 1A 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 Phase 1A 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, water clarity, safety, any use, or any future change in use of the Conditions.

Owners of Lots within Phase 1A grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water lighting, electromagnetic field, odors, parking, 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 have been or will be constructed on or adjacent to those portions of the following Lots within Phase 1A: a portion of the most easterly side Lot lines of Lots 1 and 7, Block A.

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, or the Community Fence owner, as applicable, have an easement on the Adjacent

Lots for the installation, maintenance, repair, or 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 Phase 1A must be installed, maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

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

*[SIGNATURE PAGES FOLLOW]*

Unofficial

IN WITNESS WHEREOF, this Supplemental Amendment is executed as of the 9th day of November, 2023.

**DECLARANT:**

HT FM 1461 OWNER LP, a Texas limited partnership

By: HT FM 1461 GP LLC, its general partner

By: HT FM 1461 LP, its sole member

By: Hines FM 1461 Associates LP, its general partner

By: Hines FM 1461 GP LLC, its general partner

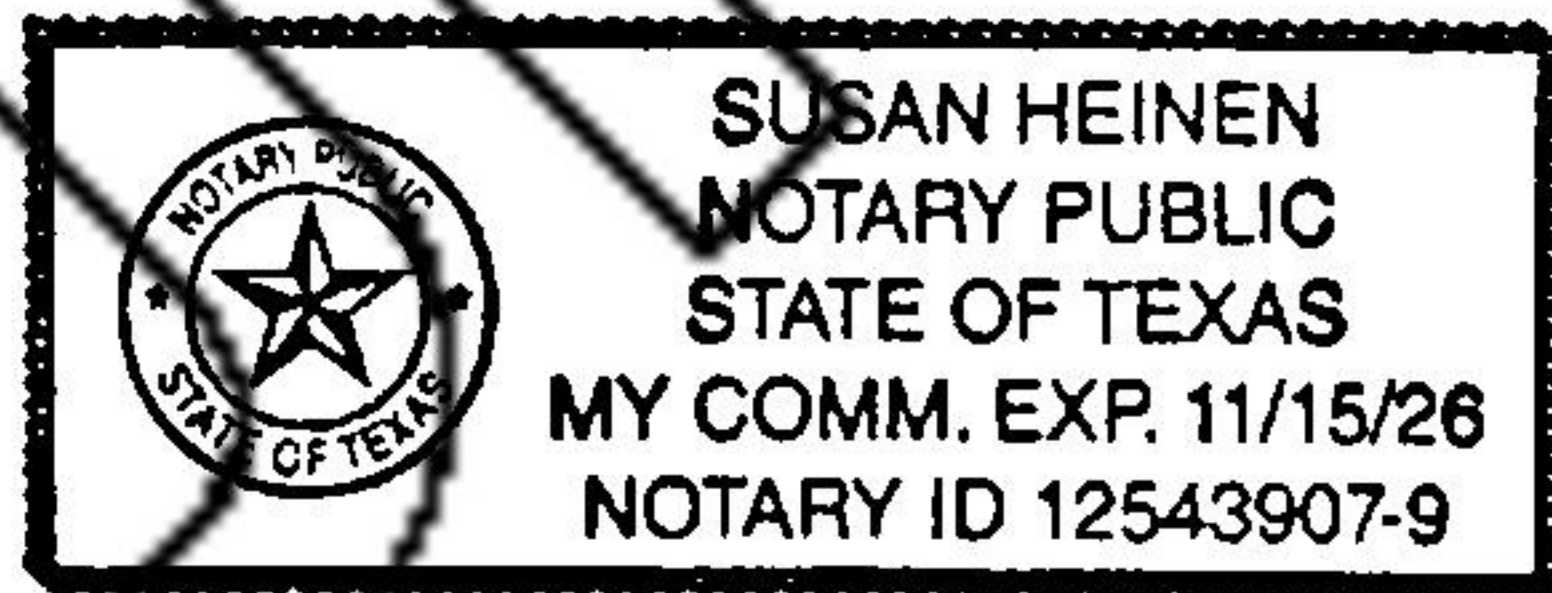
By: Hines Investment Management Holdings Limited Partnership, its sole member

*HB* By: \_\_\_\_\_  
Print Name: Robert W. Witte  
Title: Senior Managing Director

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Witte, the Senior Managing Director of Hines Investment Management Holdings Limited Partnership, sole member of Hines FM 1461 GP LLC, general partner of Hines FM 1461 Associates LP, general partner of HT FM 1461 LP, sole member of HT FM 1461 GP LLC, general partner of HT FM 1461 Owner LP, 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 expressed in this Declaration and in the capacity expressed above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of November, 2023.



*Susan Heinen*  
\_\_\_\_\_  
Notary Public – State of Texas

### LIENHOLDER CONSENT AND SUBORDINATION

Western Alliance Bank, an Arizona corporation, being the sole beneficiary of a purchase money mortgage lien (as set forth in the Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens or security instruments securing the indebtedness to the Supplemental Amendment (and the covenants, conditions and restrictions in this Supplemental Amendment), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in this Supplemental Amendment). No warranties of title are made by lienholder, lienholder's joinder being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on November 10, 2023.

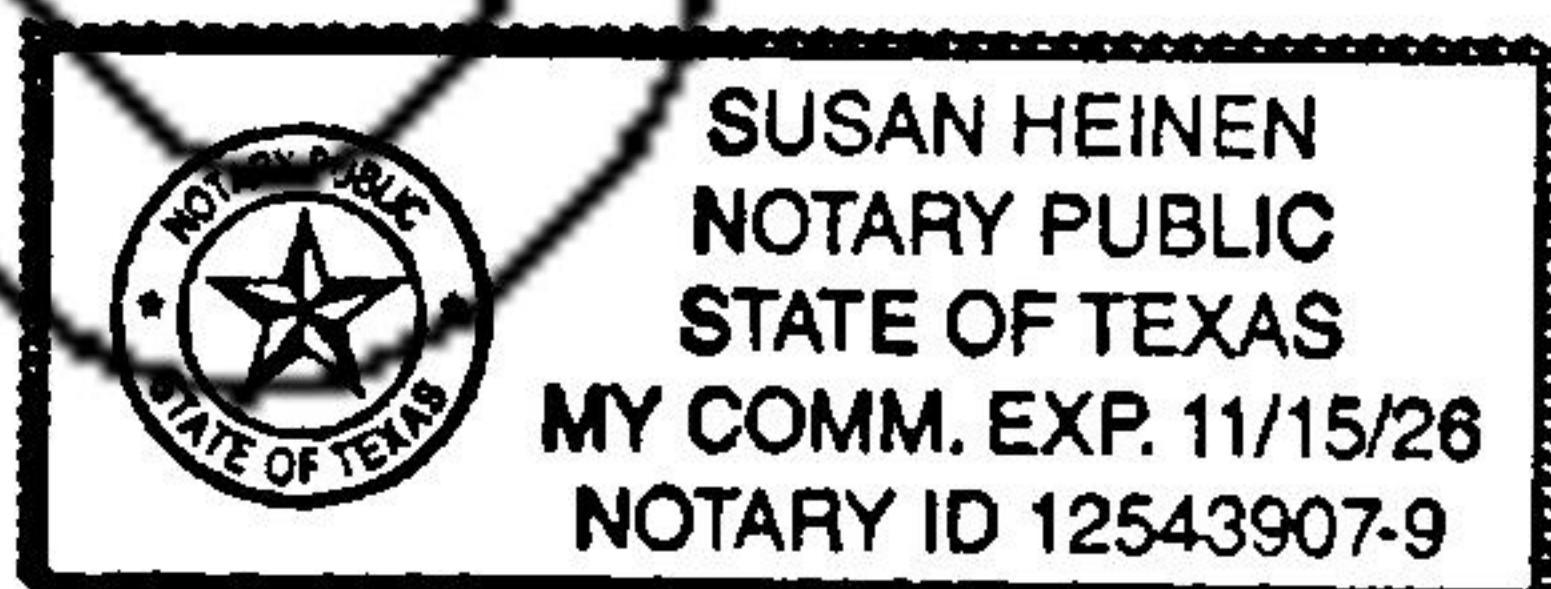
WESTERN ALLIANCE BANK

By: Jennifer Fisher  
Print Name: Jennifer Fisher  
Title: SVP

STATE OF TEXAS

COUNTY OF DALLAAS

This instrument was acknowledged before me on the 10th day of November 2023, by Jennifer Fisher, the Senior Vice President of Western Alliance Bank, an Arizona corporation, on behalf of this entity.



Susan Heinen  
Notary Public – State of Texas

**Collin County  
Honorable Stacey Kemp  
Collin County Clerk**

**Instrument Number:** 2023000130183

eRecording - Real Property  
AMENDMENT

Recorded On: November 10, 2023 03:59 PM

Number of Pages: 9

**" Examined and Charged as Follows: "**

Total Recording: \$54.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 2023000130183  
Receipt Number: 20231110000482  
Recorded Date/Time: November 10, 2023 03:59 PM  
User: Evelyn V  
Station: Workstation cck065

**Record and Return To:**

CSC



**STATE OF TEXAS  
COUNTY OF COLLIN**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp  
Collin County Clerk  
Collin County, TX