

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 27022

ERecordings-RP

AMENDMENT

Recorded On: March 15, 2024 10:44 AM

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" Examined and Charged as Follows: "

Total Recording: \$49.00

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

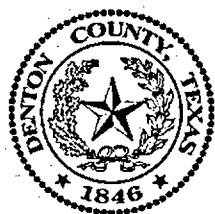
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

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STATE OF TEXAS  
COUNTY OF DENTON

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 Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX



NOW, THEREFORE, the Declarant does hereby amend and modify the Declaration as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amending Terms. The Declaration is hereby modified and amended as follows:

(a) The first paragraph of Section 10.1 of the Declaration is hereby modified and amended to read in its entirety as follows:

“Each Owner hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association) the following: (a) annual assessments or charges (“Annual Assessments”); (b) assessments acquisition upon the acquisition of a Lot by an Owner other than Declarant for working capital or reserves (“Acquisition Assessments”); (c) special assessments for capital improvements and unanticipated costs of the Association or related to the performance of the Associations duties and responsibilities hereunder (“Special Assessments”); (d) deficiency assessments to fund any shortfall between Assessments collected by the Association and Association’s Common Expenses (“Deficiency Assessments”); and (e) individual special assessments (including, without limitation interest and fines) levied against individual Owners for violations of the Declaration, Design Guidelines or the Community-Wide Standard or to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his tenant(s) occupying his Lot, if applicable, and their respective family, agents, guests and invitees, or for costs incurred by the Association resulting from any Owner failing to comply with the terms and provisions hereof, or for costs for maintenance and repairs of Common Properties that benefit some but not all Owners (i.e. cluster mailbox maintenance) (“Special Individual Assessments”). The Annual Assessments, Working Capital Contributions, Special Assessments, and Special Individual Assessments are herein generally referred to as an “Assessment” and collectively (whether two or more) as the “Assessments.” All such Assessments shall be fixed, established, and collected as hereinafter provided.

(b) Section 10.5 of the Declaration is hereby modified and amended to read in its entirety as follows:

“Section 10.5 Special Assessments and Deficiency Assessments.”

“10.5.1 Special Assessments. The Association may also levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, maintenance, unexpected repair or replacement of a described improvement or capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for any other reason; provided that any such Special Assessment shall not exceed an amount equal to fifty percent (50%) of the then current Annual Assessment rate. Amounts greater than fifty percent (50%) of the then current Annual Assessment rate shall require the approval by the affirmative vote of the fifty-one percent (51%) of Members present at a Board or Special Meeting of the Association who are voting, in person or by proxy, at a meeting duly called for such purpose.

“10.5.2 Deficiency Assessments. The Board may levy a Deficiency Assessment against all Lots to fund any shortfall between Assessments collected by the Association and actual common expenses incurred by the Association. The Declarant shall not be responsible or liable for any deficit in the Association’s funds or any Deficiency Assessments. The Declarant may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Declarant may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time. Deficiency Assessments are due on the date stated in the notice of such Assessment or, if no date is stated, within 10 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.”

(c) Section 10.7 is hereby modified and amended to read in its entirety as follows:

“Section 10.7 Uniform Rate of Assessments.

“Annual Assessments, Special Assessments (excepting therefrom Special Individual Assessments), and Deficiency Assessments shall be fixed at a uniform rate for all Lots.”

(d) Section 10.18 of the Declaration is hereby modified and amended to read in its entirety as follows:

“Notwithstanding any provision of this Declaration or the Certificate of Formation or Bylaws to the contrary, so long as there is Class B membership in the Association, the Declarant is under no obligation to pay assessments or fund the Association notwithstanding, the Declarant may elect, at its sole discretion, either to pay Annual Assessments on its unsold Lots or pay the difference between: (a) the Association’s normal recurring operating expenses otherwise to be funded by Annual Assessments (after applying all income received by the Association from other sources); and (b) the sum of the revenues of the Association from all sources.

Should Declarant choose to exercise this option, upon sixty (60) days' notice to the Association, the Declarant may change its election hereunder during the fiscal year. ***"All sources" includes, but is not limited to, revenues from the operation of Common Properties, Acquisition Assessments, Maintenance Fund / Working Capital Fund, capital contributions, accounting service fees, guest fees, user fees, and the Assessments levied against the owners of Lots, other than the Declarant.*** Such difference, herein called the "deficiency," shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments, or Deficiency Assessments, and Declarant shall not be responsible, in any event, for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments, or Deficiency Assessments. Any sums paid by the Declarant to the Association to fund the "deficiency" or any sums paid by the Declarant to the Association in excess of the Annual Assessment otherwise due on the Declarant's unsold Lots may be considered by the Declarant to be the payment of a subsidy to the Association pursuant to Section 10.17 of this Article. Declarant's contributions hereunder may be satisfied in the form of cash or by "in kind" consideration of services or materials, or by a combination of these. After termination of the Class B membership, Declarant shall pay Assessments on its unsold Lots in the same manner as any other Owner, except as otherwise expressly provided herein. Declarant may, at its sole discretion, choose to enter into an agreement with the Association wherein monies loaned to the Association by the Declarant may be applied against any assessments the Declarant would owe on unsold lots after the Class B period expires. Any outstanding loan amount after Declarant's obligation to pay assessments ends shall still be a valid debt to the Association."

(e) Section B.2.8 of **Exhibit "B"** of the declaration is hereby modified and amended to read in its entirety as follows:

***"B.2.8 Budget Control. During the Declarant Control Period, the right of Owners to veto Budgets, Assessment increases, Special Assessments, or Deficiency Assessments is not effective and may not be exercised."***

(f) Subsection d of Section B.5 in **Exhibit "B"** of the Declaration is hereby modified and amended to read in its entirety as follows:

"d. Contributions to the fund are not advance payments of Regular Assessments, Special Assessments, or Deficiency Assessments, and are not refundable to the contributor by the Association or by Declarant. This may not be construed to prevent a selling Owner from negotiating reimbursement of the contribution from a purchaser."

3. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment

a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

4. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

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