

Denton County
Juli Luke
County Clerk

Instrument Number: 87312

ERecordings-RP
AMENDMENT

Recorded On: May 13, 2021 03:56 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$42.00

******* 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: 87312
Receipt Number: 20210513000820
Recorded Date/Time: May 13, 2021 03:56 PM
User: Terri B
Station: Station 20

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Simplifile



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

After Recording Please Return To:

Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**SECOND AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRENTWOOD PLACE¹**

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Brentwood Place, was recorded on May 15, 2018, as Instrument No. 2018-54964 in the Official Public Records of Denton County, Texas (the "*Declaration*"), and executed by BRENTWOOD PLACE DEVELOPMENT, LTD., a Texas limited partnership (the "*Declarant*"); and

WHEREAS, the Declaration affects certain tracts or parcels of real property located in Denton County, Texas, more particularly described on Exhibit A attached to the Declaration, including amendments and supplements thereto (the "*Addition*"); and

WHEREAS, the Declaration was amended by virtue of that First Amendment to Declaration of Covenants, Conditions and Restrictions for Brentwood Place, was recorded on

¹ This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Brentwood Place is filed to correct, replace, and supersede, in all respects, the incorrectly identified amendment instrument recorded on April 23, 2021, as Instrument No. 2021-72952 in the Official Public Records of Denton County, Texas.

November 27, 2019, as Instrument No. 2019-151579 in the Official Public Records of Denton County, Texas (the “*First Amendment*”); and

WHEREAS, under Article 11, Section 11.03 of the Declaration, the terms and conditions contained in the Declaration may be amended by Declarant without joinder of the Board of Directors, HOA of Brentwood Place, Inc., or the other Members; and

WHEREAS, the following amendments to the Declaration have been approved by the Declarant.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- (a) Article 2, Section 2.24 of the Declaration is hereby deleted in its entirety.
- (b) The second full paragraph of Article 6, Section 6.06 of the Declaration is hereby deleted and amended to read, in its entirety, as follows:

Each Owner (other than Declarant) of a Lot will pay a working capital contribution to the Association in an amount equal to Five Hundred and No/100 Dollars (\$500.00), which amount shall be due immediately upon the transfer of title to the Lot. The working capital contribution shall apply to all sales of a Lot. The working capital contribution may be increased without amendment to this Declaration, by the Board, by no more than ten percent (10%) per year. The Board may transfer the funds to the Association’s reserve fund account.

- (c) Article 6 of the Declaration is hereby amended to add Section 6.13 to read, in its entirety, as follows:

6.13 Insurance Fee Assessment. Each Owner of a Lot who purchases a Residence from the Declarant or Homebuilder must pay a one-time Insurance Fee Assessment in an amount equal to Five Hundred and No/100 Dollars (\$500.00), which amount shall be due immediately upon the transfer of title to the Lot. This Insurance Fee Assessment is

not refundable, shall be in addition to, and not in lieu of, the Assessments levied on the Lot and shall not be considered an advance payment thereof.

The terms and provisions of the Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration, the First Amendment, and this Second Amendment, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Brentwood Place in accordance with Article 11, Section 11.03 of the Declaration and approved same for recording in the Official Public Records of Denton County, Texas.

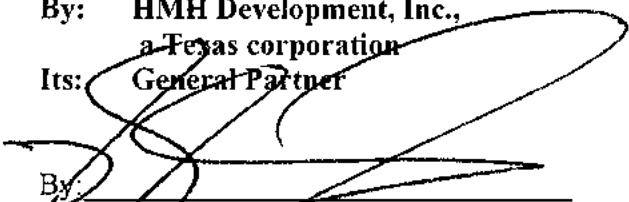
Signed this 11th day of May, 2021.

DECLARANT:

**BRENTWOOD PLACE
DEVELOPMENT, LTD.,
a Texas Limited Partnership**

By: **HMH Development, Inc.,
a Texas corporation**

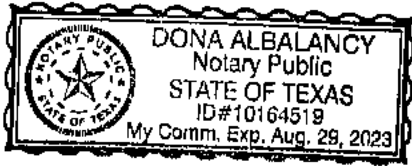
Its: **General Partner**

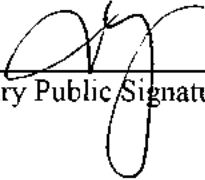
By: 
Printed Name: B. Nelson Mitchell, Jr.
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 11th day of May, 2021, by B. Nelson Mitchell, Jr., President of HMH Development, Inc., a Texas corporation and general partner of Brentwood Place Development, Ltd., a Texas limited partnership, on behalf of such entity and in the capacity therein stated.

(seal)





Notary Public Signature