

Denton County
Juli Luke
County Clerk

Instrument Number: 15164

ERecordings-RP

DECLARATION

Recorded On: February 15, 2024 10:50 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$37.00

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

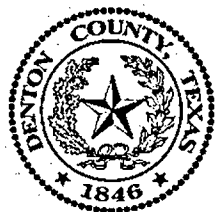
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 15164
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Station: Station 38

Record and Return To:

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

SECOND AMENDMENT
to the
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
HARVEST RESIDENTIAL COMMUNITY

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

WHEREAS, Harvest Phase I, LLC, a Texas limited liability company, as Declarant, caused the instrument entitled Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, to be recorded at Clerk’s File Volume No. 2013-64277 of the Official Public Records of Denton County, Texas (the “**Declaration**”), as amended and supplemented, which instrument imposes various covenants, conditions, restrictions and easements on the Harvest Residential Community (as defined in the Declaration).

WHEREAS, the Declaration was previously amended by the instrument entitled Harvest HOA Transfer Fee and Assessment – First Amendment to Declaration of Covenants, Conditions and Restrictions for Harvest Residential Community, recorded in the Official Public Records of Denton County, Texas at Clerk’s File No. 2013-100021.

WHEREAS, pursuant to Article XV, Section 15.4 of the Declaration, until the termination or expiration of the Declarant Control Period, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in the Declaration may be amended by Declarant (without the joinder or consent of any other Person) in accordance with Chapter 209 of the Texas Property Code by the recordation in the Real Property Records of a written instrument executed by Declarant setting forth such amendment.

WHEREAS, the Declarant Control Period has not expired or terminated.

WHEREAS, Declarant desires to amend certain provisions of the Declaration.

NOW, THEREFORE, the following provisions of the Declaration are amended as set forth below:

1. Article VI, Section 6.1(a) of the Declaration entitled “Initiation Assessment” is hereby amended as follows:

(a) **Initiation Assessment.** Declarant hereby establishes an Initiation Assessment in the amount of \$400.00 (the “Initiation Assessment”) payable to the Association upon an Owner’s acquisition of a Lot. Each Owner, excluding Declarant and any Builder, shall, at the time such Owner acquires a Lot, pay the Initiation Assessment to the Association. Notwithstanding anything to the

contrary herein, either the Declarant or the Board shall have the right to increase, reduce or terminate the Initiation Assessment at any time and for any reason as to all Owners. The Initiation Assessment shall be allocated 50% to capital reserves and 50% to pay for operational expenses. The Initial Assessment shall not be considered an advance payment of any Assessments set forth herein and is not refundable. The Declarant and any Builder shall be exempt from paying the Initiation Assessment.

2. Article VI, Section 6.1(c) of the Declaration entitled "Budget for Common Expenses" is hereby deleted in its entirety and amended and restated as follows:

(c) **Budget for Common Expenses.** Prior to the commencement of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses of the Association during the coming year, including any contributions to the reserve fund. The Regular Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce the total income of the Association which shall be equal to the total budgeted Common Expenses, including reserves and other Association operating costs. The Board shall send notice of the amount of the Regular Assessment to be levied pursuant hereto to each Owner prior to the effective date of such Assessment. The Regular Assessment shall automatically become effective upon adoption by the Board. During the Declarant Control Period, the Declarant may amend the budget and adjust the Regular Assessment from time to time during the fiscal year if, in the Declarant's opinion, an amendment/adjustment is necessary in order to meet the financial obligations of the Association. Following expiration of the Declarant Control Period, any increase in Regular Assessments by more than fifteen percent (15%) from the immediately preceding fiscal year will require the approval of at least fifty-one percent (51%) of the Members entitled to vote.

Except as amended herein, all provisions in the Declaration, as previously amended or supplemented, remain in full force and effect.

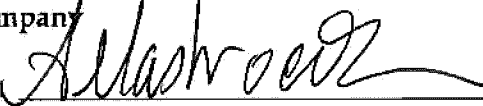
Capitalized terms used herein have the same meanings as those ascribed to them in the Declaration, unless otherwise indicated.

[Certification Page Follows]

CERTIFICATION

IN WITNESS WHEREOF, Declarant has executed this Second Amendment on the date of acknowledgement below to be effective as of recording in the Official Public Records of Denton County, Texas.

HARVEST PHASE I, LLC, a Texas limited liability company


By: 

Name: Angie Mastrocola
Title: Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Angie Mastrocola, Vice President of Harvest Phase I, LLC, a Texas limited liability company, on behalf of said company, who is known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of February, 2024.


Notary Public in and for the State of Texas

