



AFTER RECORDING RETURN TO:
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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
*ENCLAVE OF TROY SUBDIVISION***

BELL COUNTY, TEXAS

Declarant: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

Cross-reference to that certain (i) Declaration of Covenants, Conditions and Restrictions for Enclave of Troy Subdivision, recorded under Document No. 2024030374, in the Official Public Records of Bell County, Texas, as amended from time to time, and (ii) Amended and Supplemental Declaration of Covenants, Conditions and Restrictions for Enclave of Troy Subdivision, recorded under Document No. 2024047165, in the Official Public Records of Bell County, Texas.

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ENCLAVE OF TROY SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Enclave of Troy Subdivision (this "**Amendment**") is made by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership ("**Declarant**"), and is as follows:

RECITALS:

A. JT 2021 LLC, a Texas limited liability company ("**JT**"), previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Enclave of Troy Subdivision, recorded under Document No. 2024030374, Official Public Records of Bell County, Texas, as amended by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Enclave of Troy Subdivision, recorded under Document No. 2024045592, Official Public Records of Bell County, Texas, as the same may be amended from time to time (the "**Declaration**").

B. Pursuant to that certain Amended and Supplemental Declaration of Covenants, Conditions and Restrictions for Enclave of Troy Subdivision, recorded under Document No. 2024047165, in the Official Public Records of Bell County, Texas, JT (i) designated its successor and assigns as Declarant, and (ii) transferred to Declarant all of its rights, duties and obligations as the "Declarant" under the Declaration.

C. Pursuant to *Section 7.5* of the Declaration, the Declaration may be amended by Declarant without the consent or approval of any other party as long as Declarant is a Class "B" Member pursuant to *Section 3.2*.

D. Pursuant to *Section 3.2*, Declarant shall cease to be a Class "B" Member and shall automatically convert to a Class "A" Member on the occurrence of any of the following: (i) when the total votes outstanding in the Class "A" membership exceeds the total votes outstanding in the Class "B" membership, (ii) when, in the sole judgment of Declarant, the Development and Association have become viable, self-supporting and operational, in which case Declarant may elect to convert to a Class "A" Member, or (iii) the expiration of ten (10) years from the recording date of the Declaration in the Official Public Records of Bell County, Texas. The Declaration was recorded on July 16, 2024; as such, Declarant is currently a Class B Member.

E. Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. Working Capital Assessment. *Section 4.3(c)* of the Declaration is hereby deleted in its entirety and replaced with the following:

c. Each Owner (other than Declarant) will pay a one-time working capital assessment (the "**Working Capital Assessment**") to the Association in such amount, if any, as may be determined by the Declarant, until the date on which the Declarant is converted to a Class "A" Member, and the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association by the transferee immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots, and the Declarant, until the date on which the Declarant is converted to a Class "A" Member, and the Board thereafter, is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant until the date on which the Declarant is converted to a Class "A" Member or a duly authorized officer of the Association thereafter, setting forth the amount of the Working Capital Assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent, including conveyances to trusts. Additionally, the Declarant and an Owner who is a Homebuilder will not be subject to the Working Capital Assessment; however, the Working Capital Assessment will be payable by any Owner who acquires a Lot from the Declarant or a Homebuilder. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the determination by the Declarant during the Development Period, and the Board thereafter, regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 4.3(c)*. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 4* and will not be considered an advance payment of such Assessments. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant until the date on which the Declarant is converted to a Class "A" Member, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot (or all Lots) by the Recordation of a waiver, which waiver may be temporary or permanent.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2024048141

As

AMENDMENT

Recorded On: October 31, 2024

Parties: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD

To ENCLAVE OF TROY SUBDIVISION

Billable Pages: 5

Number of Pages: 6

Comment:

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
RECORDING:	\$21.00
Total Fees:	\$26.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

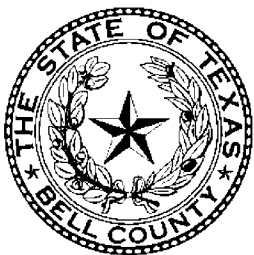
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2024048141
Receipt Number: 431434
Recorded Date/Time: 10/31/2024 12:15:07 PM
User / Station: fosterk - BCCCD0735

Record and Return To:

Lennar Title fka CalAtlantic Title, Inc. - Texas
4201 N STATE HIGHWAY 161 STE 115
IRVING, TX 75038-1474



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk