

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

After recording, return to:

Timberridge Homeowners Association, Inc.  
c/o Essex Association Management, L.P.  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

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

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERRIDGE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERRIDGE (this "Amendment") is made and entered into by Timberridge Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), as of the 23<sup>rd</sup> day of March 2022 (the "Effective Date").

**RECITALS**

**WHEREAS**, on June 20, 2016, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Timberridge and recorded the Declaration of Covenants, Conditions and Restrictions as Instrument No. 20160805001017590 in the Official Public Records of Collin County, Texas (the "Declaration"), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein.

**WHEREAS**, the Declaration affects certain tracts or parcels of real property in Collin County, more particularly described on Exhibit A attached hereto and incorporated herein by refence for all purposes (collectively, the "Addition"); and

**WHEREAS**, under Article VII, Section 7.1 of the Declaration, the covenants, and restrictions contained in the Declaration may be amended or changed upon the approval by Owners of fifty one percent (51%) of the total vote allocated to property owners entitled to votes; and

**WHEREAS**, Declarant no longer holds title to any Lots or Land within Timberridge and certain Declarant rights, including rights to amend the Declaration have expired and all rights to amendment are now solely that of the Association and its Members, and the Association and at least a majority of its Members desires to adopt, amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment.

**WHEREAS**, ON March 23, 2022, at a meeting of the members of Timberridge homeowners Association, Inc. ("Association"), the following amendment to the Declaration was

proposed and approved with the affirmative vote of Owners holding at least fifty one percent of the votes; and

**THEREFORE**, the Association does hereby amend the Declaration as follows:

Defined Terms. Unless otherwise defined in this Amendment or the context otherwise required, 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.

**Amendments.**

**(a) Section 10.2 Purpose of Assessments is amended in its entirety to read as follows:**

“The Assessments levied by the Association shall be used, but are not limited to, the following:

(a) for the purpose of promoting the interest of the Association and the recreation, health and welfare of the residents of the Property, and in the maintenance and improvement of entry ways or any other properties, services and facilities devoted to this purpose and comprising or directly relating to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes, insurance in connection with Common Properties, and the repair replacement, and additions thereto;

(b) for paying the costs of labor or equipment, including expenses for leasing of any equipment, and materials required for proper use, management, and supervision of, the Common Properties to include lighting and signage;

(c) for carrying out the duties of the Board of Directors of the Association as set forth in the Declaration, the Bylaws, any Policies, or at the sole discretion of the Board as may be deemed necessary or appropriate; or

(d) for carrying out the purposes of the Association as stated in its Certificate of Formation, or in the event any governmental authority or adjoining community or landowner fails to maintain land or grounds that may directly affect the safety, health, welfare, or beauty of the Property. The lists contained herein are not intended to be construed as an inclusive list and is provided for informational purposes only.”

**(c) Section 11.1.1 is amended in its entirety to read as follows:**

“Paying Assessments for Association related sewer, water and garbage pickup services, the installation and maintenance for street lighting for which the Association is responsible, if any, payment of taxes, insurance and other charges or expenses properly assessed against the Association for upkeep, maintenance, repairs

and/or replacement of any common area and/or common element or any area of responsibility as the Board may deem necessary and appropriate.”

1. No Other Effect. Except as expressly modified, amended, and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified, or supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

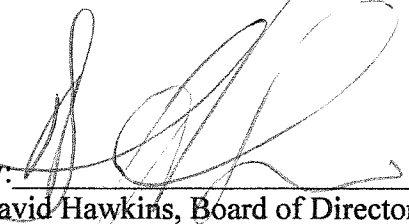
2. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable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

3. 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.

The terms and provisions of the Timberridge 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 Timberridge Declaration, and this First Amendment to the Timberridge Declaration, 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**, the Board of Directors of Timberridge Homeowners Association, Inc. has caused this First Amendment to the Timberridge Declaration to be filed with the office of the Collin County Clerk and is made to be effective as of the 23<sup>rd</sup> day of March 2022.

**TIMBERRIDGE  
HOMEOWNERS ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
David Hawkins, Board of Director

**CERTIFICATION OF APPROVAL OF THE  
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TIMBERRIDGE**

I, David Hawkins, the duly elected President of Timberridge Homeowners Association, Inc. hereby certify:

That the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Timberridge, was approved by the affirmative vote of 51% of the Members of Timberridge Homeowners Association, Inc. at the duly-convened Meeting held on March 23, 2022, as evidenced and recorded in the records of Timberridge Homeowners Association, Inc., and that the same does now constitute an official amendment to the Declaration of Timberridge Homeowners Association, Inc. and shall be filed of record with the office of the Collin County Clerk.

Timberridge Homeowners Association, Inc.

By:  President  
David Hawkins

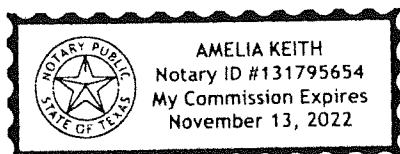
EXECUTED to be effective as of March 23, 2022.


STATE OF TEXAS           §  
  §  
COUNTY OF Collin       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared David Hawkins, the duly-elected President of Timberridge Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this the 7<sup>th</sup> day of April, 2022.

[SEAL]



  
Notary Public, State of Texas



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
04/20/2022 04:21:31 PM  
\$42.00 DFOSTER  
20220420000636060

*Stacey Kemp*