

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2023000080216

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: July 17, 2023 04:09 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

******* 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: 2023000080216

Receipt Number: 20230717000576

Recorded Date/Time: July 17, 2023 04:09 PM

User: Jennifer S

Station: Workstation cck163

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

**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 Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

TOWNHOMES AT PLANO GATEWAY
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(SECOND AMENDMENT)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT
COUNTY OF COLLIN §

THIS SUPPLEMENTAL DECLARATION (SECOND AMENDMENT) is executed on the date set forth below by BEAZER HOMES TEXAS, L.P., a Delaware limited partnership, under the terms and conditions set forth herein (the "Supplemental Declaration (Amendment)"):

WHEREAS, BEAZER HOMES TEXAS, L.P ("Declarant"), as the owner of certain land created that certain subdivision known as the Townhomes at Plano Gateway, by the execution and recordation of that certain Declaration of Covenants, Conditions and Restrictions for Townhomes at Plano Gateway on January 20, 2022 (the "Declaration") recorded under Collin County Clerk's Document No. 20220120000105750 of the Official Public Records of Collin County, Texas, as amended by that one certain Supplemental Declaration of Covenants, Conditions and Restrictions (First Amendment) recorded on January 24, 2023 under Collin County Clerk's Document No. 2023000006894 of the Official Public Records of Collin County, Texas (as further amended, the "Declaration"); and

WHEREAS, by terms of said Declaration, land subject to the Declaration (also known as the Subdivision and/or the Properties) was placed within the jurisdiction of the Townhomes at Plano Gateway Homeowners Association (the "Association"); and

WHEREAS, pursuant to Article XVI, Section 1 of the Declaration, the Declarant as drafted has the unilateral right to amend the Declaration, without the need for the joinder or consent of any other party; and

WHEREAS, in the best interest of the Subdivision and consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, the Declarant is executing and recording this Supplemental Declaration to clarify certain road maintenance fees applicable to the Property;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that all of the real property described in the Declaration, whether originally described therein or annexed thereto, including the improvements constructed or to be constructed thereon, is hereby subject to the terms of this Supplemental Declaration (Amendment) and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run

with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I

Definitions

All capitalized terms herein shall have the meanings set forth in the Declaration, unless defined herein otherwise.

ARTICLE II

Property Subject to the Declaration and this Supplemental Declaration (Amendment)

The real property which is, by the recording of the Declaration and this Supplemental Declaration (Amendment), subject to the covenants and restrictions set forth in the Declaration, and which, by the virtue of the recording of this Supplemental Declaration (Amendment), shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Supplemental Declaration (Amendment) is all of the real property in the Properties, being the real property described in the Declaration and any annexations thereto.

ARTICLE III

Amendments

Pursuant to Article XVI, Section 1 of the Declaration, the Declaration as drafted may be amended unilaterally by the Declarant, without the consent or joinder of any party. The Declarant hereby amends the Declaration as follows:

Article X, Covenants For Assessments, Section 4B, Capitalization Fee, is deleted and is replaced with the following, as if originally a part therein:

Section 4B. Capitalization Fee. Each Owner of a Townhome Lot other than Declarant or a Sub-Developer (whether one or more Persons) at the time it purchases a Townhome Lot, shall be obligated to pay to the Association a fee of four (4) months of the then Annual Regular Assessment per Townhome Lot per month, at the time of sale, as a Capitalization Fee, beginning for each Townhome Lot at the point in time when a Townhome is constructed on a Townhome Lot and the Townhome Lot and Townhome are sold to the general public and continuing on each re-sale. Sales of Townhome Lots prior to such time shall not be subject to a Capitalization Fee. Such funds from the Capitalization Fee collected at each sale shall initially be used to defray initial operating costs and other expenses of the Association, and later used to ensure that the Association shall have adequate funds to meet its expenses and otherwise, as the Declarant (and later the Association) shall determine in their sole discretion (hereinafter "Capitalization Fee"). Such Capitalization Fee shall be non-refundable and shall not be considered an advance payment of any Assessments levied by the Association pursuant to the Townhome Declaration. The amount of the Capitalization Fee may be changed prospectively (but not retrospectively) by the Board from time to time in its discretion. Such Capitalization Fee will be collected from the Owner directly at the purchase of the Townhome Lot. If any

Townhome Lot is subdivided and/or platted into multiple Townhome Lots, then the multiple Townhome Lots will thereafter each be subject to the Capitalization Fee at the time of each sale. Such Capitalization Fee shall be deemed an Assessment hereunder and may be collected in the same fashion.

Article X, Covenants For Assessments, Section 4C, Road Maintenance Fee, is hereby added to the Declaration, as if originally a part therein:

Section 4C. Road Maintenance Fee. Each Owner of a Townhome Lot other than Declarant or a Sub-Developer (whether one or more Persons) at the time it purchases a Townhome Lot, shall be obligated to pay to the Association a fee of four (4) months of the then Annual Regular Assessment per Townhome Lot per month, at the time of sale, as a Road Maintenance Fee, beginning for each Townhome Lot at the point in time when a Townhome is constructed on a Townhome Lot and the Townhome Lot and Townhome are sold to the general public and continuing on each re-sale. Sales of Townhome Lots prior to such time shall not be subject to a Road Maintenance Fee. Such funds from the Road Maintenance Fee collected at each sale shall be used to ensure that the Association shall have adequate funds to maintain the private roads in the Subdivision, as the Declarant (and later the Association) shall determine in their sole discretion (hereinafter "Road Maintenance Fee"). Such Road Maintenance Fee shall be non-refundable and shall not be considered an advance payment of any Assessments or other fees levied by the Association pursuant to the Townhome Declaration. The amount of the Road Maintenance Fee may be changed prospectively (but not retrospectively) by the Board from time to time in its discretion. Such Road Maintenance Fee will be collected from the Owner directly at the purchase of the Townhome Lot. If any Townhome Lot is subdivided and/or platted into multiple Townhome Lots, then the multiple Townhome Lots will thereafter each be subject to the Road Maintenance Fee at the time of each sale. Such Road Maintenance Fee shall be deemed an Assessment hereunder and may be collected in the same fashion.

Nothing herein contained is intended to or shall be construed to amend the Declaration other than as to the specific terms and provisions of the Declaration which are addressed herein. This Amendment shall control in the event of any conflict. This Supplemental Declaration (Amendment) is intended to comply with, and does comply with Article XVI, Section 1 of the Declaration and Declarant, by execution and recordation of this Supplemental Declaration (Amendment), has amended the Declaration as set forth herein. All real property shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Declaration as amended.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand to this Supplemental Declaration (Amendment) this 17 day of July, 2023.

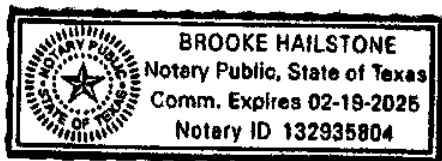
Declarant:

BEAZER HOMES TEXAS, L.P, a Delaware limited partnership, by its general partner, Beazer Homes Texas Holdings, Inc., a Delaware corporation

By: [Signature]
Name: David Cheek
Title: vice president

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 17 day of July, 2023 by David Cheek, vice president of Beazer Homes Texas Holdings, Inc., general partner of BEAZER HOMES TEXAS, L.P, a Delaware limited partnership, on behalf of said entities.



[Signature]
Notary Public, State of Texas