

Denton County
Juli Luke
County Clerk

Instrument Number: 82275

ERecordings-RP

AMENDMENT

Recorded On: June 15, 2020 03:16 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

***** 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: 82275
Receipt Number: 20200615000527
Recorded Date/Time: June 15, 2020 03:16 PM
User: Joy R
Station: Station 19

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

After recording, return to:
Celina Creeks of Legacy Homeowners Association, Inc.
c/o Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CELINA CREEKS OF LEGACY HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, on December 28, 2015, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Celina Creeks of Legacy Homeowners Association, Inc. recorded on December 29, 2015, as Document No. 20151229001614850, in the Official Public Records of Denton County, Texas (the “Original Declaration”), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out there in (the “Property”), and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded on April 12, 2017, as Document No. 42634, in the Official Public Records of Denton County, Texas (the “First Amendment”), and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded on January 10, 2018, as Document No.3311, in the Official Public Records of Denton County, Texas (the “Second Amendment”); and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions recorded on or about June 1, 2018, in the Official Public Records of Denton County, Texas (the “Third Amendment”); and

NOW, THEREFORE, the Declarant does hereby amend the Declaration and the Design Guidelines as follows:

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

2. Amendments to Declaration.

Section 2.5(a) Uses Specifically Prohibited is hereby amended to add the following sentences:

“Section 2.5”

(a) “As a community wide standard, all structures, whether temporary or permanent, must be maintained at least five (5) feet from the fence line. This rule shall apply whether or not the installation or placement of the item or structure requires written approval of the ACC. Failure to comply with this rule may result in a monetary fine and/or require the removal or relocation of the item or structure. All requests for any change or modification to the exterior of the home or to the Lot shall be reviewed and considered on a case by case basis by the ACC. Declarant and Builders are excluded from the rules in this section 2.5(a) during the construction and sales period notwithstanding, any structure or items installed or placed by the Declarant or Builder on a Lot shall be considered temporary in nature unless a written approval or variance for permanent placement is issued. A variance provided by the Declarant is perpetual in nature, shall run with the land, and cannot be revoked by the Board of Directors at any time, including after the Declarant Control Period ends.”

Section 3.3 Procedure for Approval is hereby amended to delete the last paragraph of Section 3.3 and replace it with the following:

“Also, as a part of the review process, the Reviewer may require or place additional restrictions with regard to setbacks from fences and property boundaries as well as require neighbor consents for certain types of modifications or changes made. Setbacks and /or additional restrictions need not be according to any Lot Survey or Plat and may be required when the ACC deems appropriate specially to protect and maintain proper drainage flow paths and abilities on a Lot as well as the ability to perform proper yard maintenance around a structure or improvement. Notwithstanding, the ACC may also consider aesthetics and the impact a modification may have on the home or Lot as well as surrounding homes and Lots which may include visibility, color, style, materials, workmanship, installation as well as any other consideration deemed appropriate to maintain the consistent and overall aesthetic appeal of the community as a whole as well as individual neighborhoods. The ACC may, when it deems it appropriate or necessary require the installation of short drains, french drains, gutters and downspout systems as well as other systems or mechanisms to help control and direct the flow of runoff on a Lot. Construction of any improvement may be inspected by the Declarant, the Board, the ACC or the Managing Agent as well as any successor or assign on a periodic basis prior to completion of the project. Any violation or deviation from the written approval provided, the requirements of this Declaration as well as any City zoning, building, or other requirements shall be promptly reported and may

result in a violation and shall subject the violator to monetary fines and if deemed necessary or appropriate, a cease construction until such time as any violation noted is fully abated. Owners shall be one-hundred percent responsible for the vendors, contractors, and workers they hire including the work they perform.”

Section 6.1 Special Enforcement Rights of the Board of the Association is hereby amended to add the following at the end.

“The Declarant, during the Declarant Control Period, and thereafter the Board or the ACC may promulgate rules and regulations and/or amend or rescind rules and regulations at their sole discretion, by Resolution of the Board, to supplement or add rules of enforcement. The Declarant, Board, ACC, and its Agents, Successors, and Assigns may place restrictions with regard to cure periods and may exclude such cure periods when a violation presents any form of safety or health hazard or in the sole discretion of the representatives named herein is deemed necessary to protect the life, health, safety, and welfare of a person, animal, or any property. Any violation or situation that is viewed as an emergency or presents such a risk shall not be subject to the notice rules as other violations. Depending upon the severity or nature of the risk or threat, the Association shall be exempt from the requirement of advance notice of violation or its intended abatement actions notwithstanding, when possible the Association shall attempt at least 12-24 hours’ notice which may be delivered in person, by posting to the door of the residence, by electronic mail or a phone call to the violating party. In the event the violating party is a minor the parent or guardian shall be responsible for and shall assume all liability for the minor and any damages or injuries sustained or inflicted. Any entry onto a Lot or private property in the process of abating any emergency or high-risk situation shall not be deemed as trespass by the Association or any representative dispatched for this purpose. Violations considered non-curable may be addressed by issuing one (1) notice of violation of not less than 24-hours to allow the violation to be cured. Failure to abate any non-curable violation shall result in monetary fines and/or other enforcement procedures. Any portion of this Section 6.1 that contradicts with any existing Notice and Fining Policy or which may hereinafter be adopted shall not supersede the rules set forth herein.”

(c) **Exhibit “C” Design Guidelines** of the Declaration of Covenants, Conditions and Restrictions and more particularly certain Sections or Subsections are hereby deleted in its entirety and modified to read as follows or Supplemented with additional language at the end of particular sentences or paragraphs:

Section 1.1, Subsection 1.1.1 is hereby amended to add the following sentence to the end of the paragraph:

“As a general rule and community wide standard, artificial or synthetic turf shall not be allowed except in small areas or quantities such as, by way of example only, installation of small outdoor putting green, small dog runs or when installed upon a porch, cement pad or other flooring as long as the structure is not directly on the ground or flush with the ground. Use of artificial or synthetic turf as ground cover on or for any part of the front, sides, or rear of the Lot is prohibited. Use of artificial or synthetic turf requires the prior written approval of the ACC.”

Section 2.1, Subsection 2.1.2 is hereby deleted in its entirety and replaced with the following:

“Roofing Materials and Colors: Roofing materials shall be asphalt shingles with a minimum 30-year rated shingle having a minimum weight of 220 pounds per square (100 square feet) and may be of any of the following pre-approved colors: weather wood and brown tones, gray tones, including charcoal gray, and black. No other roofing materials or colors may be used without the express written consent of the ACC.”

Section 2.2, Subsection 2.2.1 is hereby deleted in its entirety and replaced with the following:

“Roofing shingles covered by this Section shall be those designed to be wind and hail resistant and which provide greater insulation qualities for heating and cooling efficiencies.”

Section 2.4, Subsections 2.4.1, 2.4.1.1, 2.4.1.2, and 2.4.1.3 are hereby deleted in their entirety and replaced with the following:

“2.4.1 Exterior Wall Materials: Exterior walls shall consist of brick, stone, or other masonry materials as may be approved by the ACC. Upon written approval only, white painted brick shall be allowed. Sides and rear of most homes may consist of a combination of mason and exterior grade siding materials as outlined in Sections 2.4.1.2 and 2.4.1.3 below notwithstanding, **homes that are siding or backing major roads and thoroughfares, collectors, open/green spaces, and amenity centers shall consist of 100% masonry materials unless otherwise approved by the ACC.**”

“2.4.1.1 Front Walls: All front wall surfaces shall consist of one-hundred percent (100%) masonry materials. Siding may be used in limited quantities for hidden or concealed surfaces only, not directly visible from the front of the Home or the front property line. Siding may be allowed from time to time to create a “brick on wood” look however, this provision is for special conditions and is not intended to be used to reduce the 100% masonry requirements for all front wall surfaces.”

“2.4.1.2 Side Walls: Side and rear wall surfaces must consist of a minimum of seventy-five percent (75%) masonry materials with the remaining twenty-five percent (25%) consisting of exterior grade siding or other material as may be approved by the ACC notwithstanding the restrictions for homes siding or backing major roads and thoroughfares, collectors, open/green spaces, and amenity centers as noted in Section 2.4.1 above.”

“2.4.1.3 Rear Walls: Rear wall surfaces of the first floor may be constructed using a mixture of masonry material and exterior grade siding as long as the minimum seventy-five percent (75%) overall masonry requirements for sides and rear walls of a home are met. Second floor surfaces may be exterior grade siding as long as the 75% masonry rule has been met. As stated in 2.4.1 above, **homes that are siding or backing major roads and thoroughfares, collectors, open/green spaces, and amenity centers shall consist of 100% masonry materials unless otherwise approved by the ACC.**” **The Declarant, during the Declarant Control Period, and thereafter the ACC, may, at their sole discretion, provide a variance from this provision as long as said variance meets the minimum requirement of the City of Celina.**”

Section 2.8 Elevation and Brick Usage and all Subsections of 2.8 are hereby deleted in their entirety and replaced with the following:

“2.8 ELEVATION AND BRICK USAGE

“2.8.1 Elevation and Brick Usage shall be governed by the following provisions:

“2.8.1.1 Dwellings located on same side of the street having the same floor plan and the same elevation shall be separated by not less than three (3) Lots. The street right-of-way shall serve as the equivalent of one (1) Lot. Dwellings with the same floor plan and same elevation located on opposite sides of the street shall be separated by not less than two (2) Lots notwithstanding, upon written consent the ACC may, but is not obligated to, allow a lesser Lot separation for dwellings located on opposite sides of the street provided the Builder creates as many differences in the exterior in terms of color of brick, stone, mortar and sand color as well as other exterior materials and features such as, but not limited to, different front doors and entry features including the addition of a porch or columns, shutters around windows or a change in window design and location, and other architectural features which shall serve to provide stark differences between the two.”

“2.8.2 Repeat Brick Usage:

“2.8.2.1 Same side of street: No combination of brick color, mortar color and sand color shall be repeated on dwellings immediately adjacent to one another. There must be at least one (1) Lot separating each dwelling before any repeat of brick color, mortar color and sand color are allowed. Street and alley intersections are acceptable separation units.”

“2.8.2.2 Opposite side of street: There are no restrictions for the use of brick color, mortar color, and sand color for dwellings on the opposite sides of the street with the exception of dwellings with same floor plan and same elevation constructed directly across from one another which requires a written approval from the ACC and which may only be considered when meeting the requirement as outlined in 2.8.1.1 above.”

“2.8.3 All dwelling submittals shall calculate the percentage coverage for materials which shall include all exposed areas of the wall surface, excluding window and door openings. A table must be provided on plans submitted with calculations included that indicate the area coverage for front, side and rear wall areas. The ACC is not required to issue an approval until all required information is provided. Failure to provide the table could result in a delay in the review process and the return of the plans to the Builder for the additional information needed.”

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

3. 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.

4. 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.

EXECUTED to be effective as of the date written above.

DECLARANT:

CTMGT Frontier 80, LLC.,
a Texas limited partnership

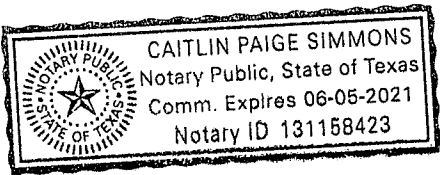
By: [Signature]
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, CAITLIN SIMMONS, a Notary Public, on this day personally appeared Mehrdad Moayed, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of CTMGT Frontier 80, LLC, a Texas limited partnership, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of June, 2020.

[SEAL]



[Signature]
Notary Public, State of Texas

Caitlin Simmons
Printed name of Notary

My Commission Expires: 06-05-2021