

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EL TESORO

WHEREAS, Peluda, LP, a Texas limited partnership ("Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions for El Tesoro dated May 14, 2019, and filed for record under Harris County, Texas Clerk's File No. RP-2019-198832 (the "Declaration") which imposed covenants, conditions and restrictions on the property described therein; and

WHEREAS, The property subject to this Second Amendment to Declaration of Covenants, Conditions and Restrictions is El Tesoro, Section 2 Replat No. 1 and Extension as described in that plat recorded Document No. RP-2018-497150 and under Film Code No. 686769 of the Official Public Records of Real Property of Harris County, Texas; and El Tesoro, Three, an addition in Harris County, Texas as shown on the plat thereof filed of record at Volume 687, Page 683 of the Map records of Harris County, Texas and under Harris County Clerk's File No. RP-2019-80334; as well as any other property that is subjected to the Declaration in the future; and

WHEREAS, Section 4.8 of Article IV of the Declaration provides for a Capital Reserve Contribution; and

WHEREAS, Section 8.3 of Article VIII of the Declaration provides the Declarant to unilaterally amend the Declaration during the Development Control Period, which is currently in effect; and

WHEREAS, Declarant desires to amend the Declaration Capital Reserve Contribution provision to make it applicable to mortgage companies receiving title through foreclosure;

NOW, THEREFORE, the Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions for El Tesoro as follows:

Article IV, Section 4.8, entitled Capital Reserve Contribution. Which had previously read:

The Association may institute a Capital Reserve Contribution obligation that is applicable to each Lot with a completed home upon the sale of the Lot that shall be paid to the Association to aid in funding a reserve account to address initial, ongoing, or future capital expenditures or Association indebtedness. Such charge shall be in addition to any regular or special assessments and any transfer or administrative fee charged upon a sale or transfer of title to a Lot containing a completed home. Transfers of title between family members, heirs of the Owner or due to the foreclosure of a lien on the Lot shall not be subject to the Capital Reserve Contribution. The amount of the Capital Reserve Contribution shall be determined from time to time by the Board of Directors for the Association and a document setting forth such amount shall be filed of record in the real property records of Harris County, Texas.

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is hereby amended to read:

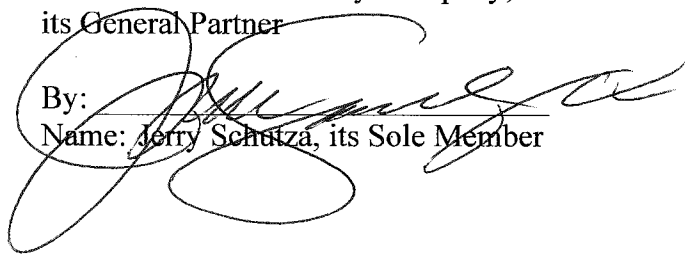
The Association may institute a Capital Reserve Contribution obligation that is applicable to each Lot with a completed home upon the sale of the Lot that shall be paid to the Association to aid in funding a reserve account to address initial, ongoing, or future capital expenditures or Association indebtedness. Such charge shall be in addition to any regular or special assessments and any transfer or administrative fee charged upon a sale or transfer of title to a Lot containing a completed home. Transfers of title between family members or heirs of the Owner of the Lot shall not be subject to the Capital Reserve Contribution. Mortgage companies and other deed of trust lienholders that take title to a Lot as the result of foreclosure of the deed of trust lien are required to pay the Capital Reserve Contribution. In addition, for the purposes of the Capital Reserve Contribution, the charge becomes due upon execution and delivery of a deed, without regard to whether or when a deed is filed of record. The amount of the Capital Reserve Contribution shall be determined from time to time by the Board of Directors for the Association and a document setting forth such amount shall be filed of record in the real property records of Harris County, Texas.

EXECUTED this ____ day of _____, 2019.

DECLARANT:

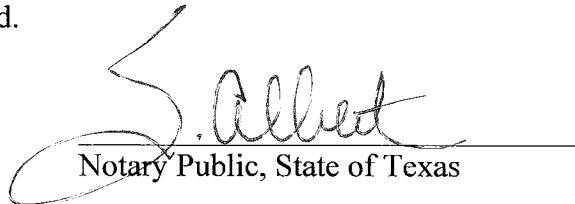
PELUDA, L.P., a Texas Limited Partnership

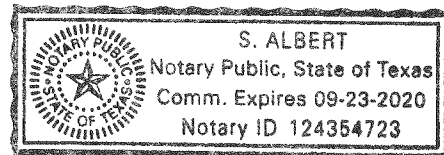
By: INDRID GP, LLC,
a Texas Limited Liability Company;
its General Partner

By: 
Name: Jerry Schutza, its Sole Member

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 3rd day of October, 2019, personally appeared Jerry Schutza, sole member of Indrid GP, LLC the general partner of Peluda, L.P., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.


Notary Public, State of Texas



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Pages 3
10/04/2019 01:38 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$20.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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