

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF GREENBRIER**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Greenbrier (this "First Amendment") is made effective the 9 day of FEBRUARY, 2020²⁰²¹ by **CARTER ARDEN DEVELOPMENT, LLC**, a Texas limited liability company and **HOMEWOOD, LLC**, a Texas limited liability company (collectively, "Declarant").

RECITALS:

WHEREAS, Declarant made that Declaration of Covenants, Conditions and Restrictions dated March 6, 2013, and which was recorded as Document 01308974 in Volume 11230, Page 102 in the Official Records of Brazos County, Texas (the "Declaration");

WHEREAS, Declarant desires to amend certain provisions of the Declaration as further described herein; and

WHEREAS, the Development Period has not terminated and pursuant to Section 9.03(A) of the Declaration, the Declaration may be amended by Declarant.

NOW, THEREFORE, Declarant hereby declares, adopts, grant, and establishes the following modifications to the Declaration as more fully set forth in this First Amendment.

1. The foregoing recitals are incorporated into this First Amendment as if fully set forth herein. All terms used in this First Amendment not otherwise defined herein shall have the same definitions and meanings as set forth in the Declaration.

2. Section 5.04(E) of the of the Declaration is amended to replace the reference to "Section 7.05(D)" with "Section 7.06".

3. Section 5.04(I) is hereby added:

5.04(I) Attorney's Fees and Fines. To, in addition to all other remedies available, collect fines and/or attorney's fees as set by the Board from any Owner that is in violation of the Governing Documents, Rules or any other rules and regulations promulgated by the Board after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code. Any such fines or attorneys fees shall be an Assessment.

4. Except as otherwise specifically set forth in this First Amendment, the Declaration shall remain in full force and effect. If there shall be any inconsistency between the Declaration and the First Amendment, the terms of this First Amendment shall control. Upon execution and recordation of this First Amendment the Declaration and First Amendment shall thereafter be referred to collectively as the Declarant.

5. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same

{00698734}

First Amendment to Declaration of Covenants, Conditions and Restrictions

instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed one instrument.

6. This First Amendment was adopted at a meeting of the Board of Directors at which a quorum was present on February 9, ~~2020~~ 2021

[signatures on following page]

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the day and year first above written.

CARTER ARDEN DEVELOPMENT, LLC
a Texas limited liability company

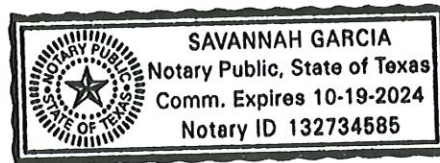
By J. Stephen Arden
J. Stephen Arden, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
)ss.
COUNTY OF BRAZOS)

On this 9 day of February, ²⁰²¹~~2020~~, before me a Notary Public within and for said County and State, personally appeared J. STEPHEN ARDEN, to me personally known, who, being by me duly sworn did say that he is the Manager of CARTER ARDEN DEVELOPMENT, LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company for the purposes stated therein.

Savannah Garcia
Notary Public, State of Texas
My Commission: _____



HOMEWOOD, LLC
a Texas limited liability company

By Anne R. Carter
Anne R. Carter, Member

ACKNOWLEDGEMENT

STATE OF TEXAS)
)ss.
COUNTY OF BRAZOS)

On this 9 day of Feb, 2020, before me a Notary Public within and for said County and State, personally appeared ANNE R. CARTER, to me personally known, who, being by me duly sworn did say that she is a Member of HOMEWOOD, LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company for the purposes stated therein.



Savannah Garcia
Notary Public, State of Texas
My Commission: _____

PREPARED IN THE LAW OFFICE OF:

THE ELLISON FIRM
P.O. BOX 10103
COLLEGE STATION, TX 77842-0103
File No. 05471.009

RETURN TO:

THE ELLISON FIRM
P.O. BOX 10103
COLLEGE STATION, TX 77842-0103

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1421771
Volume : 16754

ERecordings - Real Property

Recorded On: February 25, 2021 10:04 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$42.00

******* 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: 1421771
Receipt Number: 20210225000021
Recorded Date/Time: February 25, 2021 10:04 AM
User: Patsy D
Station: CCLERK05

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF BRAZOS

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 Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX