



AFTER RECORDING RETURN TO:

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**BROADMOOR VILLAGE TOWNHOMES
FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

[DALLAS COUNTY, TEXAS]

Declarant: STARLIGHT HOMES TEXAS L.L.C., a Delaware limited liability company

Cross reference to Declaration of Covenants, Conditions and Restrictions for Broadmoor Village Townhomes, recorded as Document No. 202400029761 in the Official Public Records of Dallas County, Texas, as amended from time to time.

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BROADMOOR VILLAGE TOWNHOMES**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Broadmoor Village Townhomes (the "Amendment") is made by **STARLIGHT HOMES TEXAS L.L.C.**, a Delaware limited liability company ("Declarant") as follows:

RECITALS

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Broadmoor Village Townhomes, recorded as Document No. 202400029761 in the Official Public Records of Dallas County, Texas, as amended (collectively, the "Declaration").

B. Pursuant to *Section 11.3* of the Declaration, the Declaration may be amended by Declarant acting alone and unilaterally.

C. Declarant desires to amend the Declaration as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Perimeter Walls and Fencing.** Article I of the Declaration is hereby supplemented with the following:

"Perimeter Walls and Fencing" means the walls and fencing located along or near the outer boundary of the Property located on Common Area including, but not limited to, the masonry wall adjacent to South Joe Wilson Road and local retail zoning, the masonry wall or tubular steel fence adjacent to South Waterford Oaks Road, and the cedar fence along the boundary of the Property that adjoins the public alley to the south of the Property. The Association is responsible for maintenance, repair and replacement of the Perimeter Walls and Fencing. The Perimeter Walls and Fencing are hereby designated as Common Area, and the Association shall maintain the Perimeter Walls and Fencing in good condition and repair. The costs incurred, or estimated to be incurred, by the Association for maintenance of the Perimeter Walls and Fencing shall be discharged through Assessments.

2. **Administration of Common Area.** *Section 5.13* of the Declaration is hereby deleted in its entirety and replaced as follows:

5.13 Administration of Common Area. The administration, maintenance, repair and replacement of the Common Area by the Association (such Common Area includes, without limitation, any Improvements and/or

facilities thereon and appurtenances thereto including, but not limited to, Perimeter Walls and Fencing), shall be in accordance with the provisions of Applicable Law, and the Restrictions, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area. Declarant and/or its assignees may construct and maintain upon portions of the Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Property, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3. **Maintenance Obligation.** Section 5.15 of the Declaration is hereby deleted in its entirety and replaced as follows:

5.15 Maintenance Obligation. Notwithstanding anything herein to the contrary, the Association shall maintain or cause to be maintained and kept in good repair and condition, and at least to the standards and in the condition required by Applicable Law, all features or elements located in Common Areas, including, but not limited to, the following (to the extent such features or elements exist within the Common Areas): areas between screening walls or living screens and adjacent curbs or street pavement edges adjacent to drainage ways or drainage structures, landscape and irrigation systems, entryway features and monuments, private amenity centers, playgrounds, pavilions, ponds, detention ponds, off-street parking for private amenity centers, swimming pools, exercise trails, private neighborhood parks and related amenities, and Perimeter Walls and Fencing.

4. **Association Maintains.** Section 7.1(i) of the Declaration is hereby deleted in its entirety and replaced as follows:

(i) the Common Area, including, but not limited to, the Perimeter Walls and Fencing, and signs and/or monument signs;

5. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the 17th day of June, 2024.

DECLARANT:

STARLIGHT HOMES TEXAS L.L.C., a Delaware limited liability company

By: *David Wehrich*
Printed Name: DAVID WEHRICH
Title: DIVISION MANAGER

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 17 day of June, 2024 by David Wehrich, the Division Manager of STARLIGHT HOMES TEXAS L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)



Melissa Marco
Notary Public Signature

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202400121248

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" Examined and Charged as Follows: "

Total Recording: \$41.00

******* 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.

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**STATE OF TEXAS
COUNTY OF DALLAS**

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 Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW".