

Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury, Texas 76048
Phone: 817-579-3222

Document Number: 2017-0016715 -
Filed and Recorded - Real Records

RESTRICTION

Grantor: MAIN PLACE HOLDINGS LLC

Pages: 5

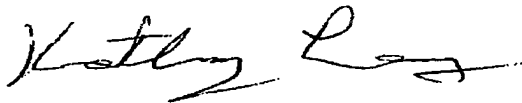
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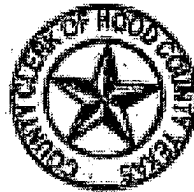
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Document Number: 2017-0016715	
Receipt Number: R1716951	
Amount: \$33.00	
Recorded By: Catherine Sarsfield	

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.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas



Katie Lang
County Clerk
Hood County, Texas



Return To: In Office

PHILIP W HOPE

MAIN PLACE HOLDINGS LLC
1201 2ND ST SUITE 600
GRANBURY, TX 76048



**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MAIN PLACE**

**A Single Family Detached Residential Subdivision
an Addition to Hood County, Texas**

aka the

**FIRST AMENDMENT TO THE
PROTECTIVE COVENANTS
including provisions relating to**

**MAIN PLACE HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)**

Property Affected

The affected Property is that real property, being all that certain tract or parcel of land, part of the William Cathay Survey, Abstract No. 98, Hood County, Texas and being a portion of a 137.546 acre tract of land described in a deed dated October 20, 1993 from Dan W. Coates and Judy Coates to Michael J. Brown and Jeane Loydene Brown, recorded in Volume 1407, Page 173 of the Real Records of Hood County, Texas, a 15.467 acre tract of land described in a deed from Billy C. James, Jr. et al to Mill Stream Investment Partners, L.P., recorded in Volume 1888, Page 478 of said Real Records, all of a 0.16 acre tract of land from Colista A. Yates to Mill Stream Investment, Inc., recorded in Volume 1888, Page 498 of said Real Records and all of a 0.134 acre tract of land described in a deed from Acton Baptist Church to Mill Stream Investment Partners, L.P., recorded in Volume 1894, Page 699 of said Real Records, being residential Lots 1 through 102, plus designated Open Space in the Main Place Addition, Hood County County, Texas, according to the Plat recorded on October 19, 2016 in Slide P-555, in the Plat Records of Hood County, Texas, as more particularly described, by metes and bounds in Exhibit A, attached hereto and incorporated by reference herein, plus any "Additional Land" hereafter added to the subdivision and platted of record in Hood County, Texas, and made subject to the jurisdiction of the Association.

**FIRST AMENDMENT TO THE
DECLARATION OF TERMS, CONDITIONS, CONDITIONS AND RESTRICTIONS
FOR THE MAIN PLACE SUBDIVISION, AND AS IT RELATES TO
THE MAIN PLACE HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO THE DECLARATION OF TERMS, CONDITIONS AND RESTRICTIONS FOR THE MAIN PLACE ADDITION TO HOOD COUNTY, TEXAS, as it relates to the **MAIN PLACE HOMEOWNERS ASSOCIATION, INC.** (herein the **"FIRST AMENDMENT TO THE PROTECTIVE COVENANTS"** or the **"FIRST AMENDMENT TO THE DECLARATION"**) is made and entered into effective as of the 1st day of October, 2017 by Main Place Holdings, LLC, a Texas Limited Liability Company ("Declarant"), and affects and binds all Lots (as defined below) and Owners and future Owners (as defined in the Main Place Protective Covenants) in the Main Place Subdivision, as herein described, and as may be redefined and amended in the future in accordance herewith.

WITNESSETH:

WHEREAS, Declarant is an Owner and Developer of the Subdivision.

WHEREAS, Declarant desires, for the protection and benefit of all persons who are or may hereafter become Owners of Lots located within the Subdivision, that the definition of "Property" as amended and defined in the Declaration of Covenants, Conditions And Restrictions (aka "Protective Covenants") of Main Place, an Addition to Hood County, Texas, recorded in the Real Property Records of Hood County, Texas on October 20, 2016 as Document Number 2016-0012787, be developed and maintained in accordance with certain limitations, restrictions and uses as provided in the Protective Covenants of Main Place, as amended hereby. This First Amendment to the Protective Covenants shall run with the land and be binding upon all parties purchasing Lots within the Property and all persons claiming by, through or under Declarant until December 31, 2027, at which time said Protective Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a sixty-seven percent (67%) of persons then owning Lots within the Subdivision (unless a specific provision hereof requires a different vote), it is agreed to modify these Protective Covenants, as amended by this First Amendment to the Protective Covenants, in whole or in part.

AGREEMENT:

NOW THEREFORE, Declarant does hereby declare, adopt and impose this First Amendment to the Protective Covenants of Main Place, which Protective Covenants, as amended by this First Amendment to the Protective Covenants, in whole or in part, shall bind the Subdivision and all Lots and Lot Owners therein, and shall run with the Subdivision and any title or interest therein, or any part thereof, and shall inure to the benefit of each Owner and future Owner thereof. If any provision in the Protective Covenants of Main Place recorded in the Real Property Records of Hood County, Texas on October 20, 2016 as Document Number 2016-0012787, conflicts with any provision of this First Amendment to the Protective Covenants of Main Place, the provision contained in this First Amendment to the Protective Covenants of Main Place shall control.

Section 8.9.2. is hereby amended in its entirety to read as follows:

8.9.2. **Pay Assessments.** Each Owner, specifically excepting the Developer/Declarant and the first home Builder owning a Lot, will pay assessments properly levied by the Association

against the Owner and his Lot, and will pay Regular assessments in advance as set forth in Section 9.4.1. below, without demand by the Association.

is obligated

Section 9.2. is hereby amended in its entirety to read as follows:

9.2. Personal Obligation. An Owner, who is obligated in Section 8.9.2 above is obligated to pay assessments levied by the Board against the Owner and the Owner's Lot. Owners must make Payments to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

Section 9.4.1. is hereby amended in its entirety to read as follows:

9.4.1. First Home Buyer Assessments. Effective as of the date of the Closing of the sale by either the Developer/Declarant or by any First Home Builder owning a particular Lot to a third party purchasing a Lot containing a newly constructed home or purchasing the Lot for the construction of a home, an initial, **one-time per Lot, First Home Buyer Assessment of Two Hundred, Fifty Dollars (\$250.00)** shall be assessed and paid to the Association by the Buyer at Closing. After this one-time per Lot, First Home Buyer Assessment of Two Hundred, Fifty Dollars (\$250.00) is paid for a Lot, it shall no longer be assessed on that Lot.

Section 9.6. is hereby amended in its entirety to read as follows:

9.6. Declarant and First Builder/Owner of a Lot Obligation. Developer/Declarant's exemption from assessments is described in Appendix I. Unless Appendix I creates an affirmative assessment obligation for Declarant, a Lot that is owned by Declarant during the Development Period is exempt from mandatory assessment by the Association. Declarant has a right to reimbursement for any assessment paid to the Association by Declarant during the Development Period. This provision may not be construed to prevent Declarant from making a loan or voluntary monetary donation to the Association, provided it is so characterized.

Similarly, the obligation of any First Home Builder owning a particular Lot is exempt from obligations to pay assessments against such Lot during such Builder's ownership. This First Home Builder exemption from assessments on a particular Lot shall continue until such First Home Builder either (a) transfers title to a third party buyer, or (b) occupies a newly constructed home on any Lot, or (c) allows a newly constructed home on any Lot to be occupied by a third party lessee or other person or entity, or (d) enters into a Contract of Sale with a third party to purchase the Lot and any improvements on such Lot. Any subsequent Builder owning a particular Lot following the First Home Builder ownership of any such Lot shall not be exempt from any assessment obligations.

CERTIFICATION & ACKNOWLEDGMENT

As the Declarant of the Main Place Subdivision and the initial and sole Member of the Main Place Homeowners Association, Inc., I certify that the foregoing First Amendment to The Declaration of Main Place Homeowners Association, Inc. was adopted by the Board of Directors of Main Place Homeowners Association, Inc. for the benefit of the Association and its Members, to be effective retroactively as of the 20th day of October, 2016.

SIGNED AND ACKNOWLEDGED on this 7th day of December 2017.

DECLARANT:

Main Place Holdings, LLC,
a Texas limited liability company

Philip W. Hope
By: Philip W. Hope, President & Treasurer

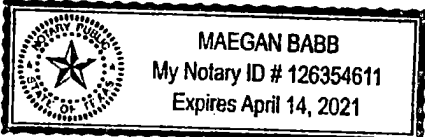
Acknowledged:

Nelda Francis
By: Nelda Francis, Secretary

STATE OF TEXAS §
 §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 7th day of November, 2017 by Philip W. Hope, President & Treasurer, and Nelda Francis, Secretary of Main Place Holdings, LLC, a Texas limited liability company, on behalf of said company.

Maegan N. Babb
Notary Signature



After recording, please return to:

Philip W. Hope,
Managing Member of
Main Place Holdings, LLC,
a Texas Limited Liability Company
1201 2nd Street, Suite 600
Granbury, Texas 7604