



WHEREAS, on March 21, 2013, recorded in County Clerk's File No. 2014-00011755, Smith County Official Public Records, The Brooks at Cumberland Park Owners Association, Inc., a Texas non-profit corporation, entered into a First Amended Declaration of Covenants, Restrictions, and Conditions which amended the Restrictive Covenants referred to above; and

WHEREAS, on April 2, 2018, recorded in County Clerk's File No. 20180100011989, Smith County Official Public Records, Conaway Land Group, LLC, a Texas limited liability company and Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Third Supplementary Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on January 4, 2019, recorded in County Clerk's File No. 20190100000212, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Fourth Amendment to Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on January 16, 2019, recorded in County Clerk's File No. 20190100004955, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Fourth Supplementary Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on March 28, 2019, recorded in County Clerk's File No. 20190100009801, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Fifth Amendment to Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on June 18, 2020, recorded in County Clerk's File No. 20200100020484, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Fifth Supplementary Declaration of Covenants, Restrictions and Conditions, which amended the Restrictive Covenants referred to above; and

WHEREAS, on July 9, 2020, recorded in County Clerk's File No. 20200100023923, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Sixth Supplementary Declaration of Covenants, Restrictions and Conditions, which added Lot 62-A to The Brooks at Cumberland Park; and

WHEREAS, on November 17, 2020, recorded in County Clerk's File No. 202001044134, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Declaration of Condominium for the Villas at the Brooks

Condominium, establishing a condominium regime and restricting the property therein described; and

WHEREAS, on December 22, 2020, recorded in County Clerk's File No. 202001048833, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Sixth Supplementary Declaration of Covenants, Restrictions and Conditions, Second Amendment, which amended the Restrictive Covenants referred to above; and

WHEREAS, on October 14<sup>th</sup>, 2021, recorded in County Clerk's File No. \_\_\_\_\_, Smith County Official Public Records, Shackelford Creek Land Company, LLC, a Texas limited liability company, entered into a Termination and Release of Restrictions, for the purpose of terminating the documents filed in County Clerk's File Nos. 20200100023923, 202001044134 and 202001048833; and

WHEREAS, Article II, Section 2.3 of the Restrictive Covenants authorizes the Declarant to add additional properties to the Subdivision (as defined in the Restrictive Covenants) by filing a supplementary declaration of covenants, restrictions and conditions. The purpose of this Supplementary Declaration is to add The Villas at the Brooks to the Subdivision, and to impose the covenants, restrictions and conditions as contained herein and in the Restrictive Covenants on The Villas at the Brooks. Capitalized terms as used herein shall have the same meanings ascribed to them in the Restrictive Covenants unless otherwise specified herein; and

WHEREAS, the Declarant is desirous of amending the Restrictive Covenants for the purpose of granting to the owners of the New Lots the right of ingress and egress on and across the private streets; and

HOWEVER, Article XIII, Section 13.2 of the Restrictive Covenants provides that the Restrictive Covenants may be amended or changed in whole or in part unilaterally by the Declarant at the sole discretion of the Declarant in order to develop, protect and enhance the Property until the Declarant initially sells all of the Lots;

NOW THEREFORE, Declarant hereby declares The Villas at the Brooks to be a part of the Subdivision and that they shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth herein. However, Declarant does hereby AMEND the above-referenced Restrictive Covenants in the following respects only insofar as they affect The Villas at the Brooks:

1. Article I, Section 1.1(y) is hereby supplemented to include the following property:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29, N.C.B. 1730-F, The Brooks at Cumberland Park Phase 6, Second

Amendment, according to the map or plat recorded in Cabinet F, Slide 145-D, Plat Records of Smith County, Texas.

2. Article III, is hereby supplemented to add the following provisions:

3.7 Private Streets. Declarant hereby grants an easement unto the Owner of any Lot within The Villas at the Brooks for the right of ingress and egress on and across the private streets. The easement is appurtenant to and runs with the title to any Lot, whether or not the easement is referenced or described in any conveyance of a Lot.

3. Article V, Section 5.4 is hereby amended to read as follows:

5.4 Setbacks. All Permanent Improvements for The Villas at the Brooks shall be located on each Lot in compliance with the setback lines as shown below. For purposes of this covenant, roof overhang, eaves and open porches shall be considered as a part of the Dwelling.

Front - 25' to the front of the main structure and 25' to the front of the garage

Rear - 15'

Sides – 5' each side

4. Article VII, is hereby supplemented to add the following provision:

7.3 Responsibility of Owners. All yard maintenance and general landscaping shall be the sole responsibility of the Owner of such Lot. Owner shall be responsible for keeping the Lot in good repair and in a clean and attractive condition. This includes, but is not limited to, pressure washing when necessary, removing fallen limbs or trees, keeping flower beds free of weeds, painting when the paint becomes worn, repairing the roof if any damage occurs, and keeping the Lot free from trash and debris. Each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

5. Article XI, is hereby supplemented to add the following provisions:

11.1(a). The Villas at the Brooks. Declarant shall cause incorporation of The Villas at the Brooks Owners Association, Inc. (the "Association"), as a non-profit corporation by the filing of the Articles of Incorporation with the Secretary of State of the State of Texas.

11.1(b). Mandatory HOA Membership. As a condition of Lot ownership, each Owner shall be required to be a member of The Brooks at Cumberland Park Homeowners' Association ("The Brooks HOA") (as described in Section 11.1 of the Restrictive Covenants), in addition to the Association. Lot Owners shall have access to the common elements of The Brooks at Cumberland Park, such as the pool, subject to the same restrictions, requirements, fees and dues structures and such other rules and regulations as are applicable to all other members of The Brooks HOA. These fees and dues are separate from the Assessments charged by the Association. All transfers are subject to the terms and conditions as promulgated by The Brooks HOA.

6. Article XI, Section 11.7 is hereby amended to add the following subsections:

11.7(c). In addition to the Assessments set forth in the Restrictive Covenants, each Lot is subject to an annual maintenance charge and assessment payable to the Association for the purpose of creating a fund to be used solely for the benefit of the Owners of the Lots in The Villas at the Brooks. The fund will be used for the repair, maintenance and improvement of the property within The Villas at the Brooks, including, but not limited to, the maintenance of the gates, private streets, and landscaping. These additional assessments shall be subject to, and in accordance with, the rules and regulations pertaining to Assessments as set forth in the Restrictive Covenants.

11.7(d). In addition to the Assessments set forth in the Restrictive Covenants and the assessments set forth in Section 11.7(c) above, upon the sale of a Lot an initial contribution fee in the amount of \$250.00 will be payable to the Association. The fee will be paid by the Buyer unless the Seller agrees otherwise. The fee will not be applicable to a



sale by (a) the Declarant, or (b) the builder of a spec home on a Lot.

Except as hereinabove rescinded, deleted or amended, all terms, provisions, conditions, covenants and agreements of the Restrictive Covenants shall continue unmodified and in full force and effect.

EXECUTED this 14<sup>th</sup> day of October, 2021.

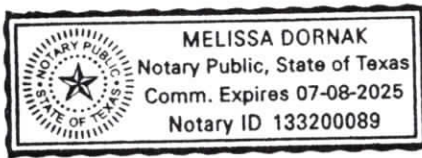
SHACKELFORD CREEK LAND COMPANY,  
LLC, a Texas limited liability company

By:   
LENARD MCMILLIN, Manager

THE STATE OF TEXAS           §

COUNTY OF SMITH           §

This instrument was acknowledged before me on the 14<sup>th</sup> day of October, 2021, by LENARD MCMILLIN as Manager, on behalf of SHACKELFORD CREEK LAND COMPANY, LLC, a Texas limited liability company.



NOTARY PUBLIC - STATE OF TEXAS

After recording return to:

Shackelford Creek Land Company, LLC  
2329 Oak Alley, Suite 1  
Tyler, Texas 75703





EXHIBIT "A"

Recorded Plat of Initial Property recorded at Cabinet F Slide 145-D, Official Public Records, Smith County, Texas.

Consent of Lienholder

By its execution hereof, the undersigned mortgagee hereby ratifies the terms of this Declaration and subordinates its liens, rights and interests, including those created by its mortgages or deeds of trust in or against the property, to the terms and conditions of the Declaration.

BTH BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

COUNTY OF SMITH           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_, on behalf of BTH BANK, National Association.

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF TEXAS

Consent of The Brooks at Cumberland Park Homeowner's Association

The Brooks at Cumberland Park Homeowner's Association a Texas nonprofit corporation, hereby consents to this Declaration and specifically to the use of HOA amenities by Owners and the obligation of each Owner to comply with the restrictions, requirements, fees and dues structures and such other rules and regulations as are applicable to all other members of the HOA.

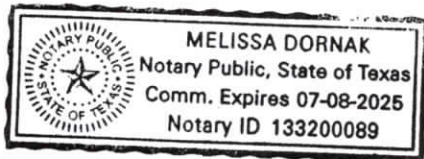
THE BROOKS AT CUMBERLAND PARK  
HOMEOWNER'S ASSOCIATION, a Texas nonprofit  
corporation

By:   
LENARD MCMILLIN, President

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 14<sup>th</sup> day of October, 2021, by LENARD MCMILLIN as PRESIDENT on behalf of THE BROOKS AT CUMBERLAND PARK HOMEOWNER'S ASSOCIATION, a Texas nonprofit corporation.



  
NOTARY PUBLIC - STATE OF TEXAS

