

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CARINI TOWNHOMES**

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CARINI TOWNHOMES (this "Second Amendment"), is made effective on the date of filing of this instrument in in the Official Records of Brazos County, Texas, by Owners holding at least sixty-seven percent (67%) of the votes in CARINI TOWNHOMES OWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the "Association"), and CARINI DEVELOPMENT LLC, a Texas limited liability company (the "Declarant").

FACTS

A. Declaration of Covenants, Conditions, and Restrictions for Carini Townhomes was recorded in Volume 13289, Page 1, of the Official Records of Brazos County, Texas (the "Original Declaration"), as amended by First Amendment to Declaration of Covenants, Conditions, and Restrictions for Carini Townhomes and Declaration of Annexation recorded in Volume 16795, Page 256, of the Official Records of Brazos County, Texas (the "First Amendment") (the Original Declaration and First Amendment are collectively referred to herein as the "Declaration"), covering real property in Brazos County, Texas, described in (i) Exhibit A of the Original Declaration, a copy of which is attached hereto as Exhibit A (referred to herein as the "Original Declaration Property") and (ii) Exhibit A-1 of the First Amendment, a copy of which is attached hereto as Exhibit A-1 (the "Annexed Property"). The Original Declaration Property and the Annexed Property are collectively referred to herein as "Carini Townhomes".

B. The Declarant Control Period provided in the Declaration has expired in accordance with the terms of the Declaration and Applicable Law.

C. Section 12.1 of the Original Declaration requires that amendments to the Declaration be approved by Owners holding at least sixty-seven percent (67%) of the votes in the Association.

D. Owners holding at least sixty-seven percent (67%) of the votes in the Association desire to amend the Declaration as set out herein.

E. Section 12.4 of the Declaration provides that no amendment of the Declaration may affect Declarant's rights without its written consent.

F. Declarant is willing to consent to the amendment of the Declaration as set out herein.

G. Capitalized terms used herein and without definition shall have the respective meanings ascribed to such terms in the Declaration.

AMENDED DECLARATION

The foregoing premises considered, the undersigned hereby declares that all of Carini Townhomes shall be held, sold, and conveyed subject to the Declaration, as amended or supplemented by the following additional restrictions, covenants and conditions for the purpose of protecting the value and desirability of Carini Townhomes, which shall run with the real property subject to the Declaration, and which shall be binding on all parties having any right, title or interest in Carini Townhomes or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof, as follows:

1. Gutters, Slabs, and Roofs. All gutters, slabs, and roofs within Carini Townhomes shall be governed by the following:

a. *Original Construction.* In the event the original construction of a residence upon a Lot did not include construction and placement of gutters in a manner consistent with other gutters within Carini Townhomes, the Owner of such a Lot will construct and place gutters upon the residence in a manner consistent with other gutters within Carini Townhomes as determined by the Architectural Committee within 120 days after the date of conveyance to such Owner.

b. *Sharing of Repair and Maintenance.* The cost of reasonable repair and maintenance of a slabs, roofs, and gutters will be shared by the Owners who make use of the slab, roof, or gutter, in equal proportions. If an adjacent slab, roof, or gutter is in need of repair, but the adjacent slab, roof, or gutter of the adjacent Lot has no need for repair, the cost of repair shall be borne solely by the Owner whose slab, roof, or gutter, or is in need of repair.

c. *Destruction by Fire or Other Casualty.* If an adjacent slab, roof, or gutter is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the slab, roof, or gutter may restore it, and if the other Owners thereafter make use of the slab, roof, or gutter, either because they share the slab, roof, or gutter along a boundary line or they own Lots within the group of attached residences where the damaged slab, roof, or gutter was located, they shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from one or more of the others under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall not have a duty to pay any cost of repair for such casualty losses. The Association shall have the authority (but not the duty), in the discretion of the Board, to enforce the obligations of this section in order to require restoration for the benefit of Carini Townhomes.

d. *Right to Contribution Runs with Land.* The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

e. *Insurance.* Each Owner of a Lot shall be required to keep and maintain an insurance policy insuring against loss for fire and other casualty in an amount equal to at least replacement value of the roof, slab, gutter, and other Improvements, or such other amount as the Board may determine and declare annually by written notice published on a public website or delivered by U.S. mail to each Owner. The Association shall not be required to maintain any policies of

insurance to insure the roof structure, gutters, slabs, or other Improvements situated on an Owner's Lot against in any manner or form.

f. Approval. Prior to the commencement of any construction, placement, or repair described in this section, the Owner shall obtain written approval from the Association of the plans and specifications for such construction, placement, or repair.

2. Common Expenses. The Original Declaration Property and the Annexed Property vary in layout and lot size. As a result, the uniform allocation of liability for common expenses is unequitable. The share of liability for common expenses allocated to each Lot within the Original Declaration Property shall be uniform and the share of liability for common expenses allocated to each Lot within the Annexed Property shall be uniform, but the allocation of common expenses amongst Lots within the Original Declaration Property and the Annexed Property need not be uniform. The Board, in preparing and approving the annual budget shall allocate the expected expenses between the Original Declaration Property and Annexed Property and each Lot within the Original Declaration Property is liable for its equal share of expenses allocated to the Original Declaration Property and each Lot within the Annexed Property is liable for its equal share of expenses allocated to the Annexed Property. Nothing herein shall limit the Board's ability to levy Special or Individual Assessments as provided in the Original Declaration.

3. Termination of Declarant Control Period. Declarant acknowledges that the Declarant Control Period terminated in accordance with Section 14.1 of the Declaration and Applicable Law.

4. Termination of Development Period. Declarant hereby terminates the Development Period in accordance with Section 14.2 of the Declaration to be effective as of the date of recording in the Official Public Records of Brazos County Texas of a deed from Carini Development II LLC to the Association ("Deed") conveying Lot 10R and Common Areas, Block 134, City of Bryan Townsite, City of Bryan, according to the plat thereof recorded in Volume 15075, Page 185, Official Records, Brazos County, Texas. The recorded Deed evidences notice of termination of the Development Period.

5. Conflict. To the extent of any conflict between this Second Amendment and the Declaration, the provisions of this Second Amendment will control. In every other respect, the Declaration is ratified and confirmed, and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned Secretary of the Association certifies that this Second Amendment has been approved by Owners holding at least sixty-seven percent (67%) of the votes in the Association, as evidenced by the signatures on Exhibit B attached hereto and made a part hereof; and the undersigned Declarant consents to this Second Amendment, pursuant to Section 12.1 of the Original Declaration.

CARINI TOWNHOMES OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____
Shelly Moss, Secretary

CARINI DEVELOPMENT LLC, a Texas limited liability
company

By: _____

Printed Name Title

[Acknowledgements on the Following Page]

STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Shelly Moss, Secretary of CARINI TOWNHOMES OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation, in the capacity therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of CARINI DEVELOPMENT LLC, a Texas limited liability company, on behalf of said company, in the capacity therein stated.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Jana L. Beddingfield
Bruchez & Goss, PC
4343 Carter Creek Parkway, Suite 100
Bryan, TX 77802
22-6125:JLB/dp

EXHIBIT A

The Original Declaration Property

EXHIBIT A
Real Property

Tract One:

BEING all that certain tract or parcel of land lying and being situated in Bryan, Brazos County, Texas and being a part of Lot 1 and Lot 2 Block 114 of the Original Townsite according to the map in common use found in Volume "H", Page 721, Deed Records, Brazos County, Texas and being described as follows:

COMMENCING: at an iron rod at the Southwest corner of said Lot 1, Block 114, said iron rod also being at the intersection of the North right-of-way line of West 31st Street and the East right-of-way line of Parker Street;

THENCE: East 38.15 feet along said West 31st street North line to an iron rod for the PLACE OF BEGINNING;

THENCE: N 00° 48' 18" E - 75.28 feet to a 3/8" iron rod found for corner;

THENCE: S 89° 22' 25" E - 48.00 feet to a 1/2" iron rod set for corner;

THENCE: S 00° 03' 04" W - 75.20 feet to a 3/8" iron rod found for corner in said West 31st Street North line;

THENCE: N 89° 28' 11" W - 48.92 feet along said West 31st Street line to the PLACE OF BEGINNING; and containing 0.08 acres of land, more or less.

Tract Two:

BEING all that certain tract or parcel of land lying and being situated in Bryan, Brazos County, Texas and being a part of Lot 1, Block 114 of the Original Townsite according to the map in common use found in Volume "H", Page 721, Deed Records, Brazos County, Texas and being described as follows:

BEGINNING: at an iron rod at the Southwest corner of said Lot 1, Block 114; said iron rod also being at the intersection of the North right-of-way line of West 31st Street and the East right-of-way line of Parker Street;

THENCE: N 60° 32' 21" W - 78.58 feet along said Parker Street line to a 3/4" iron rod found for corner;

THENCE: S 89° 07' 22" E - 39.88 feet to a 3/8" iron rod found for corner;

THENCE: S 0° 45' 18" W - 75.26 feet to a 1/2" iron rod found for corner in said West 31st Street line;

THENCE: S 88° 57' 37" W - 38.15 feet along said West 31st Street line to the PLACE OF BEGINNING; and containing 0.07 acres of land, more or less.

Tract Three:

BEING all that certain tract or parcel of land lying and being situated in Bryan, Brazos County Texas and being part of Lot 2 And part of Lot 3, Block 114 of the Original Townsite according to the plat map in common use found in Volume "H", Page 721, Deed Records, Brazos County, Texas and being described as follows:

COMMENCING: at an iron rod at the Southwest corner of Lot 1 of said Block 114; said iron rod also being at the intersection of the North right-of-way line of West 31st Street and the East right-of-way line of Parker Street;

THENCE: East 87.07 feet along said West 31st Street North line to an iron rod for the PLACE OF BEGINNING;

THENCE: N 00° 03' 04" E - 75.20 feet to a 1.2" iron rod set for corner;

THENCE: S 89° 22' 25" E - 47.85 feet to a 1/2" iron rod found for corner;

THENCE: S 00° 03' 18" E - 74.92 feet to a 1/2" iron rod found for corner in said West 31st Street line;

THENCE: N 89° 42' 52" W - 47.89 feet along said West 31st Street line to the PLACE OF BEGINNING; and containing 0.08 acres of land, more or less.

EXHIBIT A-1

The First Amendment Property

Lots One R (1R) through Ten R (10R) and Common Areas, Block One Hundred Thirty-Four (134), City of Bryan Townsite, City of Bryan, according to the plat thereof recorded in Volume 15075, Page 185, Official Records, Brazos County, Texas.

EXHIBIT B

The undersigned Owners of Lots in Carini Townhomes, approve this Second Amendment to Declaration of Covenants, Conditions and Restrictions of Carini Townhomes.

NAME (signature and printed)

PROPERTY OWNED
