

RECORDED BY
SOUTH LAND TITLE, LLC
GF # PT1857594

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BARTON CREEK RANCH, SECTION ONE (1)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BARTON CREEK RANCH, SECTION ONE (1) (the "*Amendment*") is made on the date hereinafter set forth by WOODMERE DEVELOPMENT CO., LTD., a Texas Limited Partnership ("*Declarant*").

WITNESSETH:

WHEREAS, Declarant previously executed and caused to be filed of record in Montgomery County, Texas that certain Declaration of Covenants, Conditions and Restrictions of Barton Creek Ranch, Section One (1), dated March 7, 2018 and recorded under Montgomery County Clerk's Document No. 2018020366 (the "*Declaration*");

WHEREAS, Declarant may amend the Declaration for any reason, so long as there exists a Class B member, pursuant to Section 9.1 of the Declaration;

WHEREAS, there still exists a Class B member under the Declaration, and Declarant desires to amend the Declaration as provided herein.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. The fourth sentence in Section 8.2 of the Declaration is hereby deleted in its entirety and the following substituted therefor: "All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously from the date of conveyance of the first Lot to a resident Owner."

2. The seventh sentence in Section 8.2 of the Declaration is hereby deleted in its entirety and the following substituted therefor: "Lots which are not and have never been occupied, and which are owned by the Declarant, a builder, or building company shall be subject to an annual assessment equal to one-half (1/2) of the annual assessment applicable to occupied Lots."

3. In the event any provision of this Amendment conflicts or is inconsistent with the Declaration, this Amendment shall control.

4. This Amendment (a) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; and (c) may be modified or amended only in writing and signed by the parties hereto.

EXECUTED this 18th day of July, 2018.

DECLARANT:

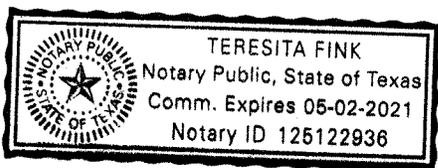
WOODMERE DEVELOPMENT CO., LTD.,
a Texas limited partnership

By: Woodmere GP, L.L.C.,
a Texas limited liability company,
its General Partner

By: *A. B. Alford*
Name: Aaron B. Alford
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of July, 2018, by Aaron B. Alford, Vice President of WOODMERE GP, L.L.C, a Texas limited liability company, general partner of WOODMERE DEVELOPMENT CO., LTD., on behalf of said limited liability company and limited partnership.



Teresita Fink
Notary Public in and for the
STATE OF TEXAS

After recording return to:
Woodmere Development Co., Ltd.
Attn: Aaron Alford
15915 Katy Freeway, Suite 405
Houston, Texas 77094

E-FILED FOR RECORD
07/19/2018 02:02PM

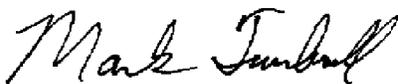


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

07/19/2018



County Clerk
Montgomery County, Texas