



FIRST AMENDMENT TO
CONDOMINIUM DECLARATION OF
HILL COUNTRY HARBOR

This First Amendment to Condominium Declaration of Hill Country Harbor (the "First Amendment") is made this 17th day of September, 2020, by Harbor PK Partners, LLC, a Texas limited liability company (the "Declarant").

RECITALS

A. On September 4, 2020, Declarant filed the Declaration of Condominium for the Harborview Condominium (the "Declaration") in the Real Property Records of Palo Pinto County, Texas, with the Document Number 2020-00004935.

B. The Declaration contained provisions that need to be changed due to mistakes and additional provisions need to be added to the Declaration. Pursuant to Section 13 of the Declaration, Declarant has the right to amend the Declaration.

C. These changes to the Declaration are necessary to promote the sale and financing of the Units in the Condominium.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby amends the Declaration in the following respects:

1. Section 28 of the Declaration is amended to read:

“28. Consent by Mortgagees. In the event that mortgagee consent is required for any amendment to this Declaration pursuant to Paragraph 13, the approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Units in the Condominium shall be required.

An addition or amendment shall not be considered material if it is for correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Condominium Association to approve material additions or amendments to the above items that does not deliver or post a negative response to the Condominium Association within sixty (60) days shall be deemed to have approved such addition or amendment. To be effective, the Institutional Mortgagees of record must actually receive proper notice of the proposal, and such notice must be delivered by certified or registered mail, with a "return receipt" requested.”

2. Section 20 (a)(1) of the Declaration is amended to delete provisions and now read:

“(1) Lease; Fractional or Time Share. A Unit Owner may lease a Unit without approval of the Board of Directors. No Condominium Unit or portion thereof shall be used or sold on a “fractional” or “time-share” basis. During the time a Unit is leased or occupied by others, the Unit Owner shall not have the right to use, Common Elements, the Limited Common Elements, or the Condominium Association Property, except as a guest of another Unit Owner or of the lessee, or as landlord to enforce its rights (including access to the Unit) as landlord pursuant to Chapter 92 of the Texas Property Code. A Unit Owner (other than the Declarant) intending to accept a bona fide offer to lease his or her Condominium Unit or any interest therein shall give to the Board of Directors written notice of his or her intention to execute such lease together with the name and address of the intended lessee, an executed copy of the lease and other information as the Board of Directors may reasonably require. Every lease shall contain a clause (i) informing tenant that the lease and the occupancy of the Condominium Unit is subject to this Declaration, and (ii) prohibiting assignment and subletting without the prior consent of the Board of Directors. Notwithstanding the foregoing, if the Unit is owned by the Declarant, the Declarant may lease such Unit on any terms determined by Declarant without the consent of the Association.”

3. Section 2 of the Declaration is amended to delete provisions and now read:

“23. Declarant's Rights. Declarant, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted portion of the Condominium Property to any of the residents of the Condominium, while such uncompleted portion of the Condominium Property is under construction and development. No Unit Owner or his or her guests, or invitees shall in any way interfere or hamper Declarant, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as Declarant, its successors or assigns, owns any Units within the Condominium Property and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by Declarant, its successors or agents.

(b) An easement for pedestrian traffic over, through and across halls, lobbies, center cores, streets, roads, and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, as may be necessary for Declarant, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to any other part of the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit not owned by Declarant its successors or assigns, or any Limited Common Element appurtenant thereto.

(c) The right to maintain and operate sales, management and/or leasing offices and models within the Condominium or any Unit owned by the Declarant as provided for in Section

8 above. Any such office maintained in a Common Element shall be subject to the exclusive use of Declarant.

(d) To the extent and only if permitted by the Condominium Act, and at all times while Declarant owns any Unit or any other real property interest in the Condominium or for such lesser time as may be permitted by the Condominium Act, Declarant reserves, as a part of the "Special Declarant Rights" (as defined in the Condominium Act) the following rights: (i) to make and record corrections to the Survey and Plot Plan to conform the same to the actual location of all improvements to the Condominium Property, including the actual size and location of the Units, Garages, Carports and/or the proper designation of the elements of the improvements as Units, General Common Elements or Limited Common Elements; (ii) to establish, vacate, relocate and use the Easements as set forth in this Declaration; provided, however, that no modification of any Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless consented to by the Owner of such Unit or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the Institutional Mortgagee of any such Unit; (iii) to include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Condominium Association; (iv) have and use an easement over, under and across any and all of the Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Units or as may be reasonably necessary for the exercise of any "Special Declarant Rights" (as defined in the Condominium Act) or the performance of any obligations of the Declarant; and (v) exercise any "Development Rights" (as defined in the Condominium Act). Declarant's Development Rights are further described in Exhibit "F" attached hereto.

(e) Working Capital Fund.

(1) Each Owner shall, at the time such Owner purchases a Unit from Declarant, contribute an amount to the Condominium Association equal to the Initial Working Capital Contribution to be held in an account for the future working capital needs or any unforeseen expenses of the Condominium Association as determined by the Board of Directors (the "Working Capital Fund"). Such amount shall be a contribution of working capital to the Condominium Association and shall not be considered as an advance payment of the Monthly Assessment.

(2) Anyone who purchases a Unit from Declarant after Declarant has made the Initial Working Capital Contribution with respect to such Unit, shall at the time of such purchase, in lieu of the obligation set forth in subparagraph (a) hereof, reimburse Declarant for the Initial Working Capital Contribution which Declarant made on behalf of such Unit.

(3) Any purchaser of a Unit from a Unit Owner other than Declarant shall contribute an amount to the Condominium Association equal to the Initial Working Capital Contribution. Such amount shall be a contribution of working capital to the Condominium Association and shall not be considered as an advance payment of Monthly Assessments.

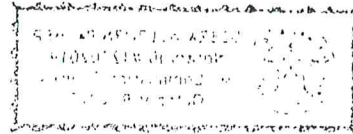
(4) No portion of the Working Capital Fund shall be used to pay operational expenses until such time as the Declarant Control period has expired."

4. Unless expressly amended herein, all other provisions of the Declaration are hereby re-affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment on this 17 day of September, 2020.

Harbor PK Partners, L.L.C.,
a Texas limited liability company

By: 
Name: GRANT MAY
Title: MANAGER



CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Janette K. Green Palo Pinto County Clerk
Palo Pinto County, TX
09/17/2020 11:10 AM
Fee: \$42.00
2020-00005176 AMD
B: OR V: 2335 P: 857