

**Denton County
Juli Luke
County Clerk**

Instrument Number: 154142

ERecordings-RP

AMENDMENT

Recorded On: August 25, 2021 08:30 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$38.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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.

File Information:

Document Number: 154142
Receipt Number: 20210825000013
Recorded Date/Time: August 25, 2021 08:30 AM
User: Darcey B
Station: Station 21

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OAK HILL RANCH**

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

INTRODUCTORY PROVISIONS

This First Amendment to the Declaration of Covenants, Conditions and Restrictions (the “First Amendment”) is made by Bloomfield Homes LP, a Texas Limited Partnership (Declarant).

WHEREAS, on January 9, 2020, Declarant executed the Declaration and Covenants, Conditions and Restrictions for **OAK HILL RANCH**, an addition to the city of Cross Roads, Denton County Texas, (“Original Covenants”) recorded under Clerks Instrument #3520 in the Real Property Records, Denton County, Texas.

WHEREAS, the **OHR Homeowners’ Association, Inc.** (“HOA”) was created by the Declarant to manage or regulate the planned development covered by the Declaration, as state and recorded above; and

WHEREAS, the HOA desires to record this instrument in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the Declaration is hereby amended as follows:

In order to clarify our policy as it relates to appeals related to denials by the Architectural Control Committee and to be consistent with recent changes to Chapter 209 of the Texas Property Code:

Section 6.5 (a) (Plan Review – Timing of Review and Response) is hereby deleted and replaced with the following:

(a) **Timing of Review and Response.** Upon receipt by the ACA of all of the information required by this Article VI, the ACA will have thirty (30) days in which to review said plans and other documents and materials submitted pursuant to Section 6.4 hereof. No correspondence or request for approval will be deemed to have been received until all requested documents have actually been received by the ACA in form satisfactory to the ACA. If the ACA requests additional information and the applicant fails to provide such information prior to the date stated in the ACA's notice, then the application shall be deemed denied. If the applicable submittal is denied or deemed denied, then the applicant shall have the option to (i) re-apply if the applicant still desires to proceed with the improvements and/or work in which event the applicant must have the ACA consider the request again after the applicant re-applies, or (ii) appeal such denial to the Board in accordance with processes set forth in Section 209 of the Texas Property Code. If the ACA fails to issue its written approval within thirty (30) days after the ACA's receipt of all materials requested by the ACA to complete the submission, then such failure by the ACA to issue its written approval shall be deemed its disapproval of such materials. The ACA may charge a reasonable fee for reviewing requests for approval. It is the responsibility of the Owner seeking approval from the ACA to verify that the ACA has received its request for review and whether approval has been given by the ACA.


The terms and provisions of the Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Declaration to be effective as of the date it is filed of record with the office of the Denton County Clerk.

DECLARANT:

Bloomfield Homes, L.P.,
a Texas limited partnership

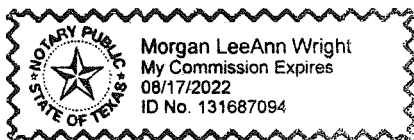
By: Bloomfield Properties, Inc.,
a Texas corporation,
its General Partner

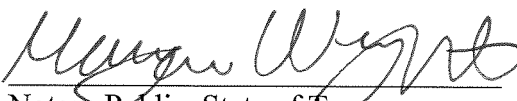
By: 
Name: Stephen J. Corradi
Title: Attorney In Fact
Bloomfield Properties, INC.
General Partner

Date: August 23, 2021

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

The foregoing instrument was acknowledged before me on this the 23rd day of August, 2021 by Stephen Corradi, Attorney in Fact of Bloomfield Properties, Inc., a Texas corporation, as General Partner of Bloomfield Homes, L.P., a Texas limited partnership, on behalf of such entity and in the capacity therein stated.




Notary Public, State of Texas
Notary's Name Printed: _____

My Commission Expires: _____

AFTER RECORDING RETURN TO:
Bloomfield Homes, L.P.
1050 E Highway 114, Suite 210
Southlake, TX 76092
Attn: Stephen Corradi