

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**Amendment of Restrictive Covenants for
Benton Woods Rockwall, Rockwall County, Texas**

STATE OF TEXAS)
)
COUNTY OF ROCKWALL)

Recitals

Whereas, the undersigned are Owners (as defined herein) of properties located within Benton Woods, a subdivision in Rockwall County, Texas, according to the Plat filed of record in Rockwall County, Texas, bearing No. 149670 and being filed in Volume 0996, Page 105 of the Plat Records of such county, including the land, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, as more particularly described in the Declaration (as defined below).

Whereas, there was filed in connection with the Subdivision, a Declaration of Restrictive Covenants executed September 27, 1995, and filed for record in the real property records of Rockwall, Texas in Volume 1046, Page 32, including any amendments that have and may be made from time to time in accordance with its terms (which include, without limitation, the Amendment of Restrictive Covenants for Benton Woods Rockwall, Rockwall County, Texas, executed December 18, 2002, and filed for record in Rockwall County on December 19, 2002 as Instrument Number 00269001, Amendment of Restrictive Covenants for Benton Woods, Rockwall, Rockwall County, Texas, executed June 23, 2022, and filed for record in Rockwall County on June 27, 2022 as Instrument Number 20220000014204; and Amendment of Restrictive Covenants for Benton Woods, Rockwall, Rockwall County, Texas, executed November 15, 2022, and filed for record in Rockwall County on November 18, 2022 as Instrument Number 20220000024832) (collectively, the "Declaration").

Whereas, the proper actions have been taken to amend the Declaration as described further below and this instrument is intended to be entered into and filed of record to memorialize such amendments.

Now, Therefore, the Declaration is hereby amended to as follows:

1. The final sentence of Section 18 of the Declaration is deleted.
2. Section 26 of the Declaration is amended by adding the following sentence after the end of same:

“This Section 26 is subject to the applicable provisions of Tex. Elec. Code § 259.002.”

3. Section 30 of the Declaration is hereby deleted and replaced with the following language:

“30. Association.

(a) **Organization.** Benton Woods Homeowners Association, Inc. (the “**Association**”) is a Texas nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its articles of incorporation/certificate of formation (as have been or may be hereafter amended, “**Certificate of Formation**”) and Bylaws (as have been or may hereafter be amended, the “**Bylaws**”) or in this Declaration. Neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association will not be dissolved without the written consent of at least {[90%]} of the Members entitled to vote.

(b) **Membership.** Any person who is or who becomes an Owner will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the lot in the Subdivision (each, a “**Lot**”) that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot in question. “**Owner**” or “**Owners**” means the person(s) holding a fee-simple interest in any portion of the Subdivision (excluding, for avoidance of doubt, any mortgagee).

(c) **Voting Rights.** Each Owner will have one (1) vote for each Lot owned.

(d) **Powers and Authority of the Association.** The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the board of directors of the Association (the “**Board**”), acting on behalf of the Association, will have the following powers and authority:

(i) **Rules and Bylaws.** To make, establish, promulgate, amend, repeal, and re-enact the Association Rules and Bylaws. The content of the Association Rules and Bylaws may be established by the Board, provided that they do not

conflict with this Declaration. “Association Rules” means the rules and regulations adopted by the Board, as amended from time to time. “Board” means the Board of Directors of the Association.

(ii) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association’s functions.

(iii) Records. To keep books and records, including financial records, of the Association’s affairs.

(iv) Assessments. To levy Assessments as provided in Section 31. An “Assessment” is defined as the amount that must be levied in the manner and against the property set forth in Article 31 in order to raise the total amount for which the levy in question is being made.

(v) Right of Entry and Enforcement. To enter at any time in an emergency, or in a nonemergency after twenty-four (24) hours’ written notice, without being liable to any Owner, on any Lot and into any Improvement on a Lot, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot entered on, will be a lien on the Lot entered on and the Improvements on the Lot, and will be enforced in the same manner and to the same extent as provided in Article 8 for regular Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions; however, the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, any Builder, and any of their respective successors and assigns.

(vi) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.”

4. Section 31 of the Declaration is hereby deleted and replaced with the following language:

“31. Assessments.

(a) Assessments. The Association may from time to time levy Assessments against each Lot. The level of Assessments will be equal and uniform between all Lots.

(b) **Personal Obligation.** Each unpaid Assessment, together with the interest on it and the costs of collection, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will become a vendor's lien against the Lot and all improvements on it. The Association may enforce payment of Assessments in accordance with the provisions of this Article.

(c) **Maintenance and Reserve Funds.** The Board will establish a maintenance fund and a reserve fund; all moneys paid to the Association will be deposited into these accounts, and disbursements will be made from them in performing the functions of the Association under this Declaration. The reserve fund will be maintained and used for the operation, repair, and maintenance of all common areas and facilities in the Subdivision. The funds of the Association deposited into the maintenance and reserve funds must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

(d) **Regular Annual Assessments.** Before the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during the year in performing its functions under the Declaration and its governing documents (collectively, the "**Restrictions**"), which will be limited to the costs incurred in exercising the powers granted to the Association hereunder, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay the estimated net expenses will then be levied as provided in this Declaration, and the level of Assessments set by the Board will be final and binding if it is made in good faith. All regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in any other manner as the Board may designate in its sole and absolute discretion. In no event will the maximum regular annual Assessments per Lot be increased by more than ten percent (10%) per year, unless approved by at least two-thirds (2/3) of all Members.

(e) **Special Assessments.** In addition to the regular annual Assessments provided for above, the Board may levy "**Special Assessments**" to enable the Board to carry out the functions of the Association under the Restrictions on the approval of at least two-thirds (2/3) of all Members.

(f) **Owner's Personal Obligation for Payment of Assessments.** The regular Assessments provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner may exempt itself from liability for the Assessments. For any default in the payment of any Assessment, the Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) on the amount of the Assessment from the Assessment's due date, together with all costs and expenses of collection, including reasonable attorney fees.

(g) **Assessment Lien and Foreclosure.** All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in this Section 31

and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a mortgage/deed of trust lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Rockwall County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

(i) Foreclosure of the assessment lien. However, the Association may not file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the Association mails the notice. The notice to lienholders must be sent by certified mail to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.

(ii) Recovery of a personal judgment against the current Owner and, where different, from the delinquent Owner or from the current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any mortgagee/holder of a deed of trust, the Association will report to such party any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

(h) **Enforcement; Nonwaiver.** Except as otherwise provided in this Declaration, any Owner at its own expense, Declarant, the Association, and the Board will have the right to enforce any and all provisions of the Restrictions. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of

the right to enforce the provision or any other provision in the future. Also, the violation of any of the Restrictions by an Owner or the Owner's family, guests, tenants, lessees, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

(i) The imposition of a special charge not to exceed \$50 per violation.

(ii) The right to cure or abate the violation and to charge any related expenses to the Owner.

(iii) The right to seek injunctive and any other relief provided or allowed by law against the violation and to recover from the Owner all of the Association's related expenses and costs, including but not limited to attorney fees and court costs.

Before the Board may invoke the remedies provided above, it must give notice of the alleged violation to the Owner in the manner by certified mail, return receipt requested (which may be given to the address of the Lot in question or to such other address as the Owner has notified the Board of in writing for such purpose) and must give the Owner an opportunity to request a hearing. If, after the hearing, or if no hearing is requested, after the deadline for requesting a hearing has passed, the Board determines that a violation exists, the Board's right to proceed with the listed remedies will become absolute. Each day a violation continues will be deemed a separate violation. All unpaid special charges imposed under this Section for violation of the Restrictions will be the personal obligation of the Owner of the Lot for which the special charge was imposed and will become a lien against the Lot and all Improvements on it. The liens will be prior to any declaration of homestead and the Association may enforce payment of the special charges. Despite any provision in this Section to the contrary, the Board will not be required to afford an Owner a hearing before the filing of a lawsuit to collect past-due Assessments."

5. Except as otherwise provided in this Instrument, the Declaration remains in full force and effect and unmodified.

This instrument is dated effective as of _____, 2025.

[Signature Pages Follow]

Board of Directors:

Printed Name: _____

Title: Director

Printed Name: _____

Title: Director

Printed Name: _____

Title: Director

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, as Director of Benton Woods Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(Seal)

Notary Public Signature

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, as Director of Benton Woods Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(Seal)

Notary Public Signature

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, as Director of Benton Woods Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(Seal)

Notary Public Signature

Agreed to and approved by:

(Signature), as Member of Benton Woods
Homeowners Association, Inc.

Printed Name:

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2025, by
_____, as a Member of Benton Woods Homeowners
Association, Inc., a Texas nonprofit corporation.

(Seal)

Notary Public Signature