



AMENDMENT
OF
RESTRICTIVE COVENANTS FOR BENTON WOODS
ROCKWALL, ROCKWALL COUNTY, TEXAS

THE STATE OF TEXAS {
 {KNOW ALL MEN BY THESE PRESENTS
COUNTY OF ROCKWALL {

THAT the undersigned, as duly elected officers of the Benton Woods Homeowners Association, hereinafter called the "Association" of the property platted as Benton Woods (herein so entitled), as an addition to the City of Rockwall, Texas, according to the map thereof duly recorded in the Map Records, Rockwall County, Texas, do hereby restrict the use of said property and imposes the following provisions which shall be binding upon the Owner or any purchaser of said lots, their heirs, administrators, successors and assigns, and said restrictions shall be covenants running with said land.

WHEREAS, Benton Woods is located in the beautiful Lake Ray Hubbard area of Rockwall County, Texas, on a site of natural beauty and scenic attraction; and WHEREAS, the Association wishes to preserve the natural beauty of Benton Woods while permitting the development and use thereof by individual lot purchases of lots within Benton Woods; and

WHEREAS, the purpose of these restrictive covenants is to preserve said natural beauty to the extent possible and to preserve the view and aesthetic appeal of each lot site in Benton Woods and this intention is expressed herein for the express purpose of setting forth the goal of these Restrictive Covenants and the spirit in which they are to be construed; and

WHEREAS, this document amends any previous filings, including without limitation, the original document and that certain 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 Document No. 00269001, Real Property Records of Rockwall County Vol. 02780, Pg. 00279 (collectively, the "Restrictive Covenants"); and

WHEREAS, pursuant to the majority threshold requirements set forth in Paragraph 29 of the Restrictive Covenants, and the voting guidelines set forth in Paragraph 13(b) of the Restrictive Covenants, the owners of not less than sixty-six and two-thirds percent (66 2/3%) of lots in Benton Woods have concurred by written ballot to adopt the following additional restrictions set forth below in this Amendment, evidence of which is set forth on the attached Exhibit "A".

NOW, THEREFORE, in order to achieve the purposes set forth hereinbefore, the Association hereby amends the Restrictive Covenants applicable to Benton Woods upon the following terms and conditions.

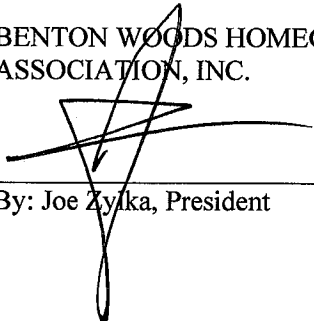
1. Definitions. Except as expressly defined in this Amendment, each defined term used in this Amendment has the same meaning given to such term in the Restrictive Covenants; provided, however, in the event of a conflict, the definition set forth in this Amendment shall control.
2. Leasing. The term "leasing" or "lease" shall mean lease/rental periods of any kind, including leasing a Living Unit (or any part thereof) on a nightly, weekly, monthly, or yearly basis and leasing through short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other similar vacation or short-term rental website.

3. Leasing Prohibited. Leasing (as that term is defined in Section 2 above), is hereby prohibited entirely in Benton Woods, and in no event shall any Owner of a Living Unit be permitted to lease (as that term is defined in Section 2 above) the Owner's Living Unit to any person or entity. In the event an Owner violates this restriction, the Association shall have the right to take all actions and pursue all remedies against the violating Owner which are granted to the Association under Paragraph 26 of the Restrictive Covenants.
4. No Further Modifications. Except as set forth in this Amendment, all of the terms and provisions of the Restrictive Covenants shall apply with respect to the leasing of Living Units, as revised by this Amendment, and shall remain unmodified and full force and effect. Effective as of the date hereof, all references to the "Restrictive Covenants" shall refer to the Restrictive Covenants as amended by this Amendment. In the event of a conflict between the terms of the Restrictive Covenants and this Amendment, the provisions of this Amendment shall govern and control.

[Remainder of page intentionally left blank]

Executed this ____ day of June, 2022.

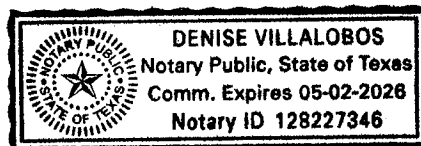
BENTON WOODS HOMEOWNER'S
ASSOCIATION, INC.


By: Joe Zylka, President

The State of Texas
County of Rockwall

This instrument was acknowledged before me on this 23rd day of June, 2022, by Joe Zylka, President of Benton Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.

Sworn to and subscribed before me this 23rd day of June, 2022, by Joe Zylka, President of Benton Woods Homeowners Association, a Texas corporation, on behalf of said corporation.



Denise Villalobos

EXHIBIT "A"

WRITTEN CONSENT OF LOT OWNERS
OF
BENTON WOODS HOME OWNERS ASSOCIATION

THAT the undersigned, as voting members of the Benton Woods Homeowners Association (hereinafter, the "Association") and bona fide lot owners within the property platted as Benton Woods (herein so entitled), as an addition to the City of Rockwall, Texas, according to the map thereof recorded in the Map Records, Rockwall County, Texas, do hereby restrict the use of said property and impose the terms of the restrictions set forth below which shall amend, and be incorporated into that certain 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 Document No. 00269001, Real Property Records of Rockwall County Vol. 02780, Pg. 00279 (collectively, the "Restrictive Covenants"), and shall be binding upon the Owner or any purchaser of said lots, their heirs, administrators, successors and assigns, and said restrictions shall be covenants running with said land.

WHEREAS, Benton Woods is located in the beautiful Lake Ray Hubbard area of Rockwall County, Texas, on a site of natural beauty and scenic attraction; and WHEREAS, the Association wishes to preserve the natural beauty of Benton Woods while permitting the development and use thereof by individual lot purchases of lots within Benton Woods; and

WHEREAS, the purpose of this Written Consent of Lot Owners of the Benton Woods Homeowners Association is to amend the Restrictive Covenants as set forth below, so as to preserve said natural beauty to the extent possible and to preserve the view and aesthetic appeal of each lot site in Benton Woods and this intention is expressed herein for the express purpose of setting forth the goal of the Restrictive Covenants and the spirit in which they are to be construed; and

WHEREAS, this consent is properly brought before the voting members of the Association pursuant to the majority threshold requirements set forth in Paragraph 29 of the Restrictive Covenants, and the voting guidelines set forth in Paragraph 13(b) of the Restrictive Covenants.

NOW, THEREFORE, on this 23 day of June, 2022, in order to achieve the purposes set forth hereinbefore, the undersigned voting members of the Association, representing greater than sixty-six and two-thirds percent (66 2/3 %) of lot owners in Benton Woods, do hereby agree:

The undersigned hereby adopts the following amendment adding additional restrictions to the Restrictive Covenants governing the use of property within Benton Woods, which shall be binding on the Owner or any purchaser of said lots, their heirs, administrators, successors and assigns, and said restrictions shall be covenants running with said land:

RESOLVED, that the voting members of the Association have determined that the restrictions set out in the following resolutions reasonably may be expected to benefit, directly or indirectly, the Association;

RESOLVED, that the term "leasing" shall mean lease/rental periods of any kind, including leasing a Living Unit (or any part thereof) on a nightly, weekly, monthly, or yearly basis and leasing through short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homewaway.com, or other similar vacation or short-term rental website.

RESOLVED, that leasing (as that term is defined in the immediately preceding paragraph), is hereby prohibited entirely in Benton Woods, and in no event shall any Owner of a Living Unit be permitted to lease (as that term is defined in the immediately preceding paragraph) the Owner's Living Unit to any person or entity. In the event an Owner violates

this restriction, the Association shall have the right to take all actions and pursue all remedies against the violating Owner which are granted to the Association under Paragraph 26 of the Restrictive Covenants.

RESOLVED FURTHER, that in the event of a conflict between the existing terms of the Restrictive Covenants and these additional restrictions, the provisions of these additional restrictions shall govern and control.

ADOPTED this 23 day of June, 2022.

LOT OWNER: 1250 BENTON WOODS

[Lot Number/Identification] DB

By:

SEAN C. GOTT

[Owner's Name], its Owner

LOT OWNER: 1216 Benton Woods

[Lot Number/Identification]

By:

Jay Hamilton

[Owner's Name], its Owner

LOT OWNER: 1188 BENTON WOODS DR

[Lot Number/Identification]

By:

William Harris

[Owner's Name], its Owner

LOT OWNER: 4704 Greenbriar Circle

[Lot Number/Identification]

By:

James

[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

By:

Richard J. Elmer

[Owner's Name], its Owner

1140 Benton Woods Dr.

LOT OWNER:

[Lot Number/Identification]

By:

Mina Ray Mills

[Owner's Name], its Owner

LOT OWNER: Mina Ray Mills

[Lot Number/Identification]

4754 Parkwood Drive

LOT OWNER:

[Lot Number/Identification]

By:

D R Vest

[Owner's Name], its Owner

4633 Parkwood

LOT OWNER:

[Lot Number/Identification]

By:

[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

By: Carl McKinney
[Owner's Name], its Owner
1015 BENTON WOODS DR

LOT OWNER:

[Lot Number/Identification]

By: [Signature]
[Owner's Name], its Owner
4709 PIN OAK CIR

LOT OWNER:

[Lot Number/Identification]

By: [Signature]
[Owner's Name], its Owner
4730 PIN OAKS CIR

LOT OWNER:

[Lot Number/Identification]

By: Kathryn Bunge
[Owner's Name], its Owner
4729 PIN OAKS CR

LOT OWNER:

[Lot Number/Identification]

By: [Signature]
[Owner's Name], its Owner
4710 PIN OAKS

By: Cyrus Owen
[Owner's Name], its Owner
4684 GREENBRIAR CIRCLE

LOT OWNER:

[Lot Number/Identification]

By: _____
[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

By: _____
[Owner's Name], its Owner

LOT OWNER:


[Lot Number/Identification]

By: _____
[Owner's Name], its Owner

LOT OWNER:

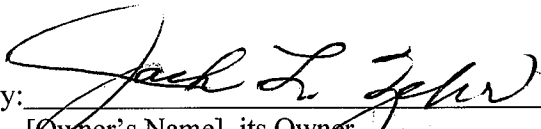
[Lot Number/Identification]

By: _____
[Owner's Name], its Owner

By:  Daniel Colonne
[Owner's Name], its Owner
4711 Parkwood

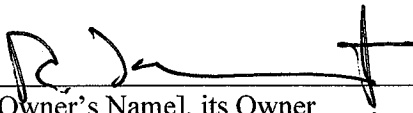
LOT OWNER:

[Lot Number/Identification]

By: 
[Owner's Name], its Owner
4671 Parkwood

LOT OWNER:

[Lot Number/Identification]

By: 
[Owner's Name], its Owner
4631 Parkwood

LOT OWNER:

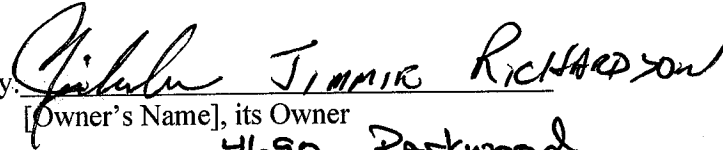
[Lot Number/Identification]

By: _____
[Owner's Name], its Owner

LOT OWNER:

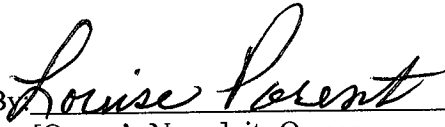
[Lot Number/Identification]

By: _____
[Owner's Name], its Owner

By:  Jimmie Richardson
[Owner's Name], its Owner
4690 Parkwood

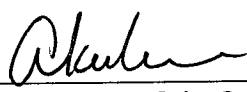
LOT OWNER:

[Lot Number/Identification]

By: 
[Owner's Name], its Owner
4691 Parkwood

LOT OWNER:

[Lot Number/Identification]

By: 
[Owner's Name], its Owner
4670 Parkwood

LOT OWNER:

[Lot Number/Identification]

By: _____
[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

By: _____
[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

By: _____

[Owner's Name], its Owner

4710 PARKWOOD DR.

LOT OWNER:

[Lot Number/Identification]

By: _____

[Owner's Name], its Owner

4748 PIN OAK CIR

LOT OWNER:

[Lot Number/Identification]

By: _____

[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

By: _____

[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

LOT OWNER:

[Lot Number/Identification]

By: _____

[Owner's Name], its Owner

1164 Benton Woods

LOT OWNER:

[Lot Number/Identification]

By: _____

[Owner's Name], its Owner

4660 Greenbriar Ct

LOT OWNER:

[Lot Number/Identification]

By: _____

[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

By: _____

[Owner's Name], its Owner

LOT OWNER:

[Lot Number/Identification]

Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
06/27/2022 02:13:58 PM
\$62.00
20220000014204



Jennifer Fogg