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Denton County
Cynthia Mitchell
County Clerk

Document Number: 2014-56202
Recorded As : ERX-AMENDMENT

Recorded On: June 16, 2014
Recorded At: 08:19:11 am
Number of Pages: 8

Recording Fee: \$54.00

Parties:

Direct- CADG BELLEVILLE VILLAGES LLC
Indirect-

Receipt Number: 1174521
Processed By: Dwayne Kitzmiller

***** 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.



THE 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.

C Mitchell

County Clerk
Denton County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

AFTER RECORDING, RETURN TO:
Liechty & McGinnis, LLP
Attention: Hilary Tyson, Esq.
11910 Greenville Ave., Suite 400
Dallas, Texas 75243

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UPTOWN VILLAGE TOWNHOMES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UPTOWN VILLAGE TOWNHOMES (this "Amendment") is made and entered by CADG BELLEVILLE VILLAGES, LLC, a Texas limited liability company (the "Declarant"), as of the 13TH day of June, 2014.

WHEREAS, on May 6, 2014, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Uptown Village Townhomes, recorded on May 6, 2014 as Document No. 2014-41104, in the Official Public Records of Denton County, Texas (the "Declaration"), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein;

WHEREAS, Declarant owns all of the Property subject to the terms of the Declaration; and

WHEREAS, pursuant to its rights under the Declaration, including, without limitation, Note 4 of Exhibit B of the Declaration, Declarant desires to amend Exhibit B of the Declaration as more specifically set forth herein to correct certain errors and omissions therein and to clarify same..

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendment. Exhibit B of the Declaration is hereby modified and amended and replaced in its entirety with Exhibit B attached hereto and incorporated herein by reference as if Exhibit B attached hereto was originally part of the Declaration

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or

supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended by the Association.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 13th day of June, 2014.

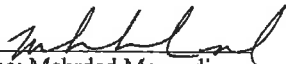
DECLARANT:

CADG BELLEVILLE VILLAGE, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company,
its sole member

By: MMM Ventures, LLC,
a Texas limited liability company,
its Manager

By: 2M Ventures, LLC,
a Delaware limited liability
company, Its Manager

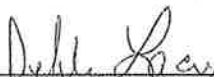
By: 
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG BELLEVILLE VILLAGE, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated and on behalf of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of June, 2013.





NOTARY PUBLIC STATE OF TEXAS
Printed Name: _____
My commission expires: _____

EXHIBIT B

MAINTENANCE RESPONSIBILITY CHART

“all aspects” includes maintenance, repair and replacement, as needed

Component of Property	Area of Common Responsibility	Owner Responsibility
Roofs	All Aspects	None
Roof-mounted attachments	Roof Sheer Walls	All other aspects
Exterior vertical walls of buildings, other exterior features of buildings not specifically listed in chart	Outermost materials only, such as siding, stucco and brick, and any coatings or surface treatments on the material, such as paint or sealant	All other aspects, including wall cavities and insulation
Building foundations, patio slabs and A/C slabs	None	All aspects, including tolerance for minor cracks that are inevitable results of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete and settling of the building
Concrete driveways and sidewalks	None	All aspects
Retaining walls originally constructed by Declarant or Association	All aspects	None
Retaining Walls not originally constructed by Declarant or Association	None	All aspects
Displays of street numbers on exterior doors or building surfaces	All aspects	None
Gutters and downspouts	All aspects	None

Component of Property	Area of Common Responsibility	Owner Responsibility
Front Yard Grounds – outside the fenced areas (if any).	All aspects; provided the Association shall have no liability or responsibility with respect to any landscaping and hardscape improvements installed/constructed by Owner without prior written approval of the ACC (which Declarant or the Association may remove, without liability to such Owner)	None
Yard irrigation system (sprinkler)	All aspects	None
Exterior light fixtures on buildings	None	All aspects
Garages	None	All aspects. Includes routine interior cleaning, interior wall and ceiling materials, garage door, pedestrian door, automatic garage door opener, remote controls, interior light fixture, interior electrical outlets.
Insulation and weather-stripping	None	All aspects
Chimneys and fireplaces	None	All aspects
Fences and gates around private townhome yards (if any)	None	All aspects
Townhome interiors, including improvements, fixtures, partition walls and floors within townhome	None	All aspects
Sheetrock in townhomes (walls and ceilings) and treatments on walls	None	All aspects
Improvements and grounds in private patio/yards	None	All aspects

Component of Property	Area of Common Responsibility	Owner Responsibility
Exterior doors of townhomes	None	All aspects of the garage door, and all aspects of other doors, including paint, door frame, door, glass panes, hardware, locks, peep-holes, thresholds, weather stripping and doorbells
Windows	Periodic exterior caulking in connection with exterior painting	All other aspects, including window frames, window sill flashings, window seals and sealants, screens, window locks, glass panes, glazing, interior caulking
Water, sewer, electrical lines and systems	None for lines and systems serving the lots	All aspects of lines and systems serving the lot
Heating and cooling systems and water heaters	None	All aspects
Intrusion alarms on doors/windows, smoke/heat detectors, monitoring equipment	None	All aspects
Cable for television or Internet	Standards for location and appearance of cable and/or conduit	All other aspects
Television antennas and satellite dishes	Standards for location and appearance of exterior-mounted devices	All other aspects

Note 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

Note 2: If the owner is responsible for a component of the building that is shared with one or more other townhomes in the building, such as roof trusses and the foundation, the responsibility is shared by the owners of all the townhomes in the building. If the owners of the townhomes in the building cannot agree on an equitable division of the costs based on the circumstances, the division will be equal among the townhomes although one townhome may be more affected than the others. If the owners of the townhomes cannot agree on any aspect of maintenance that requires their joint participation, the matter will be decided in accordance with the dispute resolution procedures set forth in Article XI of the Declaration.

Note 3: If an owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the owner.

Note 4: This Maintenance Responsibility Chart may be revised by the Declarant, as long as Declarant owns any portion of the Property, and thereafter by the Board of Directors of the Association in order to clarify responsibilities of Owner and/or the Association, correct errors or omissions, and/or to make revisions to be consistent with the terms of the Declaration, as may be amended from time to time. A revised Chart must be recorded in the Real Property Records of Denton County, Texas.