

Denton County
Juli Luke
County Clerk

Instrument Number: 23046

ERecordings-RP

AMENDMENT

Recorded On: March 05, 2024 01:10 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$53.00

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

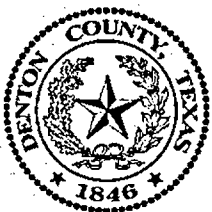
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

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Receipt Number: 20240305000388
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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

After Recording, Please Return To:
Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201

**SECOND AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WINDHAVEN CROSSING TOWNHOME OWNER'S ASSOCIATION, INC.
LEVISVILLE, TEXAS**

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

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing was filed on August 3, 2016, as Instrument No. 2016-93944 in the Official Public Records of Denton County, Texas ("*Windhaven Crossing Declaration*"); and

WHEREAS, the Windhaven Crossing Declaration was amended by virtue of the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing, filed on December 26, 2018, as Instrument No. 2018-148094 in the Official Public Records of Denton County, Texas ("*First Amendment*"); and

WHEREAS, the Windhaven Crossing Declaration affects certain tracts or parcels of real property located in the City of Lewisville, Denton County, Texas, more particularly described in Exhibit A of the Windhaven Crossing Declaration, including any amendments and supplements thereto, and is incorporated herein by reference for all purposes ("*Property*"); and

WHEREAS, Article 8, Section 8.6 of the Windhaven Crossing Declaration, provides that CADG Windhaven, LLC, a Texas limited liability company (“*Declarant*”), may unilaterally amend the Windhaven Crossing Declaration during the Development Period without the approval or joinder of any other Person or Owner; and

WHEREAS, the Development Period has not expired Declarant desires to amend the Windhaven Crossing Declaration by virtue of this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing (this “*Second Amendment*”); and

WHEREAS, the following amendments to the Windhaven Crossing Declaration have been approved by Declarant.

NOW, THEREFORE, the Windhaven Crossing Declaration is hereby amended by Declarant as follows:

- Article 10 of the Windhaven Crossing Declaration is hereby added and shall read, in its entirety, as follows:

ARTICLE 10
INSURANCE

10.1. General Provisions. All insurance affecting the Property is governed by the provision of this Article, with which the Owners and the Board will make every reasonable effort to comply. Insurance policies and bonds obtained and maintained by the Owners must be issued by responsible insurance companies authorized to do business in the State of Texas. Each insurance policy maintained by the Owner should contain a provision requiring the insurer to endeavor to give at least ten (10) days’ prior written notice to the Board before the policy may be cancelled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

10.2. Insurance Rationale. A Townhome development provides many complex issues and opportunities for insurance. There are valid reasons for having the individual Owners insure their own Townhomes. All Owners must insure their Townhome and Lot to the extent necessary (1) to preserve the appearance of the Property, (2) to maintain the structural integrity of the Townhome Building and the Townhomes therein, (3) to maintain systems that serve multiple Townhomes in a Townhome Building, such as, but not limited to,

pest control tubing and fire safety sprinklers, and (4) to maintain the perimeter shells of the Townhomes. The Owner must insure all aspects of his/her Townhome and its Lot and such Owner's personal property thereon and therein.

10.3. Property Insurance by Owners(s). To the extent it is reasonably available; the Owners will obtain property insurance for all improvements and property within a Townhome or Lot owned by such Owner insurable by the Owner. This insurance must be in an amount sufficient to cover the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. In insuring the Townhome and Lot owned by it, the Owner may be guided by types of policies and coverages customarily available for similar types of properties. As used in this Article, "Building Standard" refers to the typical Townhome for the Property, as originally constructed, and as modified over time by changes in replacement materials and systems that are typical for the market and era.

10.3.1. Townhome Insured by Owner. As applicable towards the Owner's individual Townhome and Lot, each Owner will maintain property insurance on the following components of Townhome Building of which the Owner's Townhome is part, to the Building Standard. The Association, through its Board of Directors, shall engage an insurance company and purchase insurance on certain exterior components of the Townhome which shall, in part, be governed by the Maintenance Responsibility Chart set forth herein as Exhibit B. The Association shall determine the extent of its responsibility for coverage and shall carry the required coverages for Townhomes accordingly. An Owner should check with the Association prior to obtaining coverage to determine what coverage the Association provides on behalf of the exterior portions of a Townhome.

a. All structural components of the Townhome Building, such as foundations, load bearing walls, and roof trusses.

b. The exterior construction of the Townhome Building, such as the roof and roof stacks; exterior walls, windows, and doors (paint, door frame, door, glass panes, hardware, locks, peep-holes, thresholds, weather stripping, and doorbells); and roof top patios, balconies, and decks notwithstanding, if the Association covers through a master policy any of the exterior portions as described herein the Owner may opt out of carrying such coverage, however, an Owner shall be solely responsible for confirming all coverages carried by the Association, if any. An Owner shall be responsible for confirming the type of coverage which may be provided by the Association on an annual basis at least thirty (30) days prior to the renewal date of their personal policy. An Owner shall be responsible for obtaining coverage for any area of their Townhome, exterior or interior, that is NOT covered by the Association. The Association shall not be liable for any loss sustained by an Owner failing to follow the provisions as set forth in this section. Upon request, the Association

shall provide a copy of the policy which shall provide to the Owner a comprehensive look at the type of coverages provided by the Association, if any.

c. *The exterior vertical walls of the Townhome Building, from unfinished sheetrock on one side of the exterior vertical walls, to unfinished sheetrock on the other side of the exterior vertical walls (from studs to studs).*

d. *The structural components of the floor/ceiling assemblies that partition the Townhome into levels or floors, including stair connecting the floors.*

e. *Partition walls, countertops, cabinets, furr downs, interior doors, and fixtures within the Townhome.*

f. *Finish materials on walls, floors, and ceilings, such as carpet, paint, tile, mirror, and wallpaper.*

g. *Window treatments, lighting fixtures, tub enclosures, and decorative hardware.*

h. *Appliances and plumbing fixtures.*

i. *All utility systems and equipment (including lines) serving the Townhome, including water heaters, air conditioning and heating equipment, electric wiring, ducts, and vents.*

j. *All other aspects of the concrete driveways and sidewalks, such as routine cleaning.*

k. *Routine interior cleaning, interior wall and ceiling materials of a garage on a Lot, including the garage door, automatic garage door opener, remote controls, interior light fixture, and interior electrical outlets.*

Each Owner and Resident is solely responsible for insuring his/her personal property in his/her Townhome and on the Property, including furnishings and Vehicles. The Association strongly recommends that each Owner and Resident purchase and maintain insurance on his/her personal belongings. For a complete and exhaustive list of maintenance responsibilities of the Owner, see the Maintenance Responsibility Chart set forth herein as Exhibit B.

10.3.2. Limitation on Liability. *The Association shall not be liable: (1) for injury or damage to any person or property caused by the elements or by the Owner or Resident of any Townhome, or any other person or entity, or resulting from any utility, rain, snow or ice which may leak or flow from or over*

any portion of the Common Areas or Area(s) of Common Responsibility, or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder; or (ii) to any Owner or Resident of any Townhome for any damage or injury caused in whole or in part by the Association's failure to discharge its maintenance responsibilities hereunder, to the extent not covered by available insurance proceeds.

10.4. Liability Insurance by Owner. *Notwithstanding anything to the contrary in this Declaration, to the extent permitted by Applicable Law, each Owner is liable for damage to the Property caused by the Owner or by the person for whom the Owner is responsible. Each Owner is hereby required to obtain and maintain general liability insurance to cover this liability as well as occurrences within his/her Townhome, in amounts sufficient to cover the Owner's liability for damage to the property of others in the Property and to the Area of Common Responsibility, whether such damage is caused willfully and intentionally, or by omission or negligence.*

10.5. Owner General Responsibility for Insurance. *Each Owner, at his/her expense, shall maintain all insurance coverages required of Owners by the Association pursuant to this Article. Each Owner will provide the Association with proof or a certificate of insurance on request by the Association from time to time. If an Owner fails to maintain required insurance, or to provide the Association with proof of same, the Board may obtain insurance on behalf of the Owner who will be obligated for the cost as an Individual Assessment. The Board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners. Each Owner and Resident is solely responsible for insuring his/her Townhome and his/her personal property in his/her Townhome and on his Lot, including furnishings, Vehicles, and stored items.*

10.6. Common Areas. *The Association, through its Board of Directors, shall purchase insurance to cover the Common Areas in an amount sufficient to cover the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.*

The terms and provisions of the Windhaven Crossing Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Windhaven Crossing Declaration. The Property shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Windhaven Crossing Declaration and now this

Second Amendment, 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 Second Amendment to the Windhaven Crossing Declaration to be filed with the office of Denton County, Texas.

DECLARANT:

CADG Windhaven, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company,
Its Sole Member

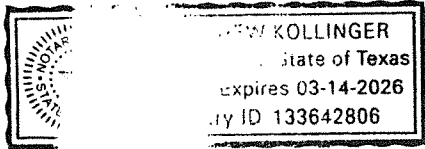
By: MMM Ventures, LLC,
a Texas limited liability company,
Its Manager

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

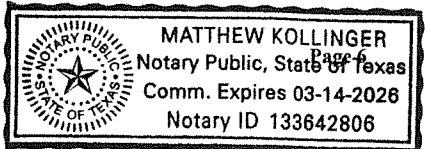
By: *Mehrdad Moayed*
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1 day of March, 2024, by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Windhaven, LLC, a Texas limited liability company on behalf of said company.



Matthew Kollinger
Notary Public, State of Texas



CERTIFICATION OF AMENDMENT

I, Mehrdad Moayedi, the Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Windhaven, LLC, a Texas limited liability company, have read the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Windhaven Crossing, do certify that it is true and correct and do hereby approve same for recording in the Official Public Records of Denton County, Texas.



Signature

By: Mehrdad Moayedi
Name

Its: MANAGER
Title