

Denton County
Juli Luke
County Clerk

Instrument Number: 103148

ERecordings-RP

AMENDMENT

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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.

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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

SECOND AMENDMENT
to the
AMENDED AND RESTATED COMMUNITY CHARTER
for
BROOKSIDE AT FIELDS RESIDENTIAL PROPERTIES

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

WHEREAS, FHQ Development Partners LP (the “**Founder**”) recorded that certain Amended and Restated Community Charter for Brookside at Fields Residential Properties, recorded at Clerk’s File Volume No. 139823 of the Official Public Records of Denton County, Texas (the “**Charter**”) and the Amended and Restated Fields Covenant, recorded at Clerk’s File Volume No. 49751 of the Official Public Records of Denton County, Texas (the “**Master Charter**”), as amended and/or supplemented from time to time.

WHEREAS, the Charter establishes Brookside at Fields Residential Association, Inc. (the “**Association**”) as a property owners’ association and makes the owners of the real property in Brookside at Fields (the “**Property**”) mandatory members of such property owners’ association.

WHEREAS, pursuant to Article 21, Section 21.2(a) of the Charter, during the Founder Control Period, the Founder may unilaterally amend the Charter for any purpose.

WHEREAS, The Founder Control Period has not expired or terminated.

WHEREAS, the Founder desires to amend the Charter governing the Property.

NOW, THEREFORE, the Founder hereby amends the following provisions of the Charter as set forth below:

1. Article VII, Section 7.1(b) of the Charter entitled “Leasing” is hereby deleted in its entirety and replaced with the following:

(b) Leasing. The term “lease” as used herein means any type of agreement or arrangement which provides to a person or entity other than the Owner of the Unit the use of and right to possess a Unit. A Unit may be leased for single family residential purposes only. Single family residential purposes specifically prohibits leasing the Unit to more than one single family. Single family residential purposes requires the intent to occupy the Unit for the entire term of the lease. A lease to persons who do not comprise a single family is prohibited. A lease must provide to the lessee(s) the exclusive right to use and possess the entire Unit. An Owner may not lease a room or any portion less than the entire Unit. The lessee(s) of a Unit is not permitted to sublease the Unit or any portion thereof. A lease must be in writing. Leasing the Unit does not relieve the Owner of the Unit from the obligation to comply with these restrictions and/or the Association’s Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All

lessees are subject to these restrictions and the Association's Dedicatory Instruments. There may only be one lease for a Unit at a time. Upon written demand from the Association, the Owner of the Unit must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such written demand is mailed. Upon written demand of the Association, the Owner of the Unit must provide to the Association the name(s), age(s), mailing address, phone number(s) and email addresses for all occupants of the Unit within fourteen (14) business days of the date such written demand is mailed. Upon written demand of the Association, the Owner of the Unit must provide to the Association the make, model, and license plate number of all vehicles owned, operated or controlled by all lessees of a Unit within fourteen (14) business days of the date such written demand.

- (i) **Short Term Rentals.** Short Term Rentals are expressly prohibited. A Short Term Rental is any type of lease, agreement, or arrangement which provides to a person or entity other than the Owner of the Unit the use of and the right to possess the Unit for less than twelve (12) consecutive months.
- (ii) **Minimum Term Length.** A lease must be for a term of not less than twelve (12) consecutive months. A lease pursuant for a term of less than twelve (12) consecutive months is prohibited. Automatic extensions of leases are permitted and do not require a Leasing Permit, provided no lease terms change in the renewed lease. If the proposed renewed lease is subject to any changed terms, the Owner must apply for and obtain a Leasing Permit before such renewed lease will be permitted. Unless otherwise authorized by this Charter, the Association's Board of Directors does not have the authority to and will not approve or disapprove any lease.
- (iii) **Minimum Occupancy Requirement.** Upon acquisition of title to a Unit in the Property, the Owner must occupy the Unit for twenty (24) consecutive months following conveyance before the Unit can be used as a rental property.
- (iv) **Ownership of Units for Rental Purposes.** Owners are prohibited from the acquisition of more than one (1) Unit for the purpose of use of the Unit as a rental property.
- (v) **Leasing of Multiple Units.** The leasing of more than one (1) Unit by a single Owner, or the leasing of multiple Units by two or more Owners related by blood, adoption, or marriage, or by Owners with a common ownership interest, or by a group of Owners under the control or direction of a single Owner, shall be prohibited. Owners are prohibited from renting more than one (1) Unit at any given time.
- (vi) **Suspension of Common Area Use.** In the event of a violation of this Article 7, the Association may exclude an Owner's tenant(s) or lessee(s) from access to the Association's Common Areas.

- (vii) **Legacy Clause.** A Unit that is currently being leased as of the date this Second Amendment to the Charter has been recorded in the Official Public Records of Real Property of Denton County, Texas may continue to be leased until such time as the current lease expires, at which point the Owner must comply with Section 7.1(b) in all respects.

- (viii) **Leasing Permits.** Owners desiring to lease their Units must apply for and receive a “Leasing Permit” from the Association in order to enter into a Lease. Such a Leasing Permit, upon its issuance, will allow an Owner to lease the Unit provided that such Leasing is in strict accordance with the terms of the Leasing Permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Leasing Permits consistent with this Subsection. All Leasing Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners, but shall be transferable to successors in title to the same Unit. The Association may charge a registration fee that must be submitted at the time of submission the Leasing Permit application.

The Association shall notify the Owner of the Unit in writing (including email if available) within ten (10) business days of receipt of the Owner’s notice if a Leasing Permit has been issued or denied. If the written notification (including email from the Association) is not received within ten (10) business days from the Owner’s request to lease a Unit, the Owner is prohibited from leasing the Unit and will be placed on a pending list.

A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the failure of an Owner to lease the Unit within ninety (90) days of the Leasing Permit having been issued; (2) the failure of an Owner to re-lease the Unit for any consecutive six (6) month period thereafter; or (3) the occurrence of the date referenced in a notification by the Owner to the Association that the Owner will as of that date no longer need the Leasing Permit.

Approval for a Leasing Permit shall be contingent upon the Owner’s compliance with the Association’s design guidelines prior to the initiation of the proposed lease term.

The Founder may charge a lease permit application fee in an amount to be determined by the Founder.

- (ix) **Maximum Leased Units/Rental Cap.** The total number of leased Units shall be capped at fifteen percent (15%) (the “Lease Cap”). When the number of leased Units in the Property reaches the Lease Cap, the Association will establish a waiting list for the leasing of Units. Owners of Units to be leased may place only one Unit on the waiting list at a time. Units on the waiting list are considered on a “first in/first leased” basis. When a Lease expires and the total number of leased Units in the Property drops below the Lease

Cap, the Owner of the Unit first in line on the waiting list shall be given forty-five (45) days to list and lease the Unit. Upon the expiration of the forty-five (45) days to list and lease any Unit, the right to lease the Unit shall expire and the next Unit on the waiting list shall be in line to be listed and leased (again subject to the forty-five (45) day time limit to Lease the Unit).

- (x) **Lease-Backs**. Notwithstanding any other provision herein, a leaseback provision that is included in a bona fide contract for the sale of a Unit that allows the buyer to lease the Unit back to the seller for a period of not more than ninety (90) consecutive days is allowed.
- (xi) **Fining**. The Association may, after the notice required by law, if any, is given, levy a fine on the Owner of the Unit in the amount of five hundred and 00/100 dollars (\$500.00) per day for a violation of any term or provision of this Article 7. This fining provision supersedes any conflicting provision in any fining policy adopted by the Association.

NOTE: Short-term rental activity prohibited under these Rules will be considered a continuing violation if the Unit continues to be advertised for Lease periods shorter than the minimum term set forth herein. Accordingly, the daily fine amount will apply to the entire period of time until all rental activity, to include both leasing and advertising for terms less than one year, ceases.

- (xii) **Compliance with Law**. It is not the intention of this Section to exclude from a Unit any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of this provision as allowed by law.
- (xiii) **Board Rule-Making Authority**. The Association's Board of Directors may adopt any rules, guidelines or policies necessary to further define, interpret and/or clarify Article 7 and any such rules, guidelines or policies will have the same force and effect as if stated in this Charter.
- (xiv) **Rules to be Provided to Lessee**. The Owner must provide the lessee with copies of the Dedicatory Instruments, including the Charter, including all amendments, and all rules, regulations, policies and procedures of the Association as a condition of entering into the Lease. The Lease shall provide that the tenant and all occupants of the leased Unit are bound by and obligated to comply with the Dedicatory Instruments.
- (xv) **Owner Responsible; Association Not Liable for Damages**.
 - a. The Owner of a leased Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the documents against the Owner's tenant.

- b. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute] against the Owner's tenant.
- (xvi) **"For Rent" or "For Lease" Signs.** No signs shall be posted in the Property or on the right-of-way adjacent to the Property advertising the availability of the Unit for rent, except that the Owner of a Unit being offered for lease may post one (1) standard real estate sign on such Unit, not to exceed four (4) feet in height, the total message area of which does not exceed twelve (12) square feet (all sides combined), advertising the Unit for rent during any period that the Unit is vacant and within the ninety (90) day period immediately prior to expiration of the term of any lease which is not being renewed.
- (xvii) **Use of Community Amenities.** An Owner is not entitled to use the community amenities if the Unit is occupied as a rental property.
- (xviii) **Violation Constitutes Default.** Failure by the tenant or the tenant's invitees to comply with the Dedicatory Instruments will be deemed to be a default under the Lease. When the Association notifies an Owner of such Owner's tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of Lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord for the default, including eviction of the tenant, subject to the terms of the Charter.
- (xix) **Association as Attorney-in-Fact.** Notwithstanding the absence of an express provision in the Lease agreement for enforcement of the Dedicatory Instruments by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, solely for the purpose of enforcing the Dedicatory Instruments against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings against the Owner's tenant on his behalf, provided the Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to enforce the eviction provisions in the Charter.
- (xx) **Hardship Exception.** The Association's Board of Directors is authorized to consider hardship-based exceptions to leasing requirements on a case-by-case basis upon submission of requested supporting documentation as may be required by adopted rules and regulations, guidelines and/or policies.

2. Article 7, Section 7.1(e) of the Charter entitled "Short Term/Transient Use; Timesharing" is hereby deleted in its entirety.

3. Article 7, Section 7.3(f) of the Charter entitled "Leasing and Transfer of Units" is hereby deleted in its entirety.

Except as amended herein, all provisions in the Charter, as previously amended or supplemented, remain in full force and effect.

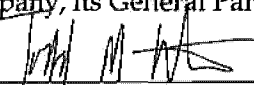
Capitalized terms used herein have the same meanings as those ascribed to them in the Charter, unless otherwise indicated.

CERTIFICATION

IN WITNESS WHEREOF, the Founder has executed this Second Amendment to the Amended and Restated Community Charter for Brookside at Fields Residential Properties and hereunto subscribed its name on the date shown below.

FHQ DEVELOPMENT PARTNERS LP, a Delaware limited partnership

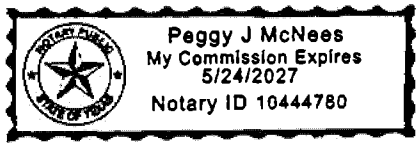
BY: FHQ Holdings GP LLC, a Delaware limited liability company, its General Partner

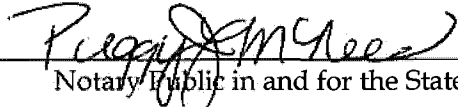
By: 
Name: Todd Watson
Its: President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared ~~Diane Hornquist~~ ^{Todd Watson}, Vice President of FHQ Holdings GP LLC, a Delaware limited liability company, in its capacity as the General Partner of FHQ DEVELOPMENT PARTNERS, LP, a Delaware limited partnership, on behalf of said company, for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of September, 2023.




Notary Public in and for the State of Texas