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PO BOX 339
Granbury, Texas 76048
Phone: 817-579-3222**

Document Number: 2024-0006532 -
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DECLARATION/DESIGNATION

Grantor: LIBERTY G & C LAND INC

Pages: 6

Recorded On: 05/21/2024 03:57 PM

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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.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas



Christine C. Leftwich
County Clerk
Hood County, Texas



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ZACK MAXWELL**



**AMENDMENT OF DECLARATION OF COVENANTS AND
RESTRICTIONS OF HIGHLAND PARK BAY, GRANBURY,
TEXAS**

A Single Family Residential Patio Homes and R-7 Homes
Subdivision, an Addition to the City of Granbury, including
provisions relating to HIGHLAND PARK BAY HOA, INC.
(A Texas Property Owners Association).

THIS AMENDMENT OF THE DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Amendment", executed the date set out herein, by Liberty G&C Land, Inc. ("Declarant") as follows and is within the Declarant Control Period of Highland Park Bay HOA, Inc. ("Association") and shall amend the covenants and restrictions as set out in the Declaration of Covenants, Conditions and Restrictions for Highland Park Bay Patio Homes filed of record in the Official Public Records of Hood County, Texas on February 18, 2020, as Instrument Number 2020-0002273 ("Declarations")

WHEREAS, the Declarant has devised a general plan for the entire Subdivision as a whole, with specific provisions for lots and parcels of the Subdivision. The general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time; and

WHEREAS, ARTICLE 7 CONSTRUCTION SPECIFICATIONS AND USE RESTRICTIONS, Section 7.28 establishes "Declarant Privileges" as set out in Appendix I; and

WHEREAS, ARTICLE 7 CONSTRUCTION SPECIFICATIONS AND USE RESTRICTIONS, Section 7.28 establishes "Declarant Privileges" as set out in Appendix I; and

WHEREAS, the Developer Control period, Pursuant to Appendix I A.1.5 has not expired or terminated Developers Control and authority of the Association; and

WHEREAS, Appendix I A.3.7 Allows for amendment A.3.7. Amendment. During the Development Period, Declarant may amend this Declaration and the other Governing Documents, without consent of other Owners or any mortgagee, for the following limited purposes, specifically, Section 11. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

NOW, THEREFORE, It is declared that all of the Subdivision shall be held, sold, and conveyed subject to the Declarations established and subject to any amendment as set forth herein.

AMENDMENT I

As to Appendix I A.3.7 there contains an error in conveyance and dedications to the Town of Annetta. Dedicator, by this instrument, corrects said error, to resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents of the provision, and amends the provision to strike the "Town of Annetta" and shall read as the "City of Granbury" as follows:

Appendix I

DECLARANT REPRESENTATIONS & RESERVATIONS

A. General Provisions

A.3.7. Amendment. During the Development Period, Declarant may amend this Declaration and the other Governing Documents, without consent of other Owners or any mortgagee, for the following limited purposes:

6. To convey or dedicate portions of the Property to the Association or to the City of Granbury.

AMENDMENT II

Declarant, to resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents of the provision, to further clarify Section 1.26 amends the Declaration to add Section 3.21 to read as follows:

ARTICLE 3

PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.21 Over 55 Residential Community. The use of the property is restricted so that it is a private residential housing subdivision for persons 55 years of age or older in which each of its residential units, if occupied, must be occupied by at least one (1) person fifty-five years of age or older. This paragraph and the restrictions, stipulations and conditions set forth below are designed to maintain such use.

(a) No owner shall occupy or use a lot, or residence, and such outbuildings as are customarily appurtenant thereto, or permit the same or any part thereof to be used or occupied for any purpose other than a private residence.

(b) The Property is intended and operated as housing for persons 55 years of age or older and is planned, marketed and designed to meet the physical and social needs of older persons. There shall be no child or children under the age of eighteen (18) years in residency or occupancy in a

Residential Unit. Children under the age of 18 years may visit a Residential Unit as a guest of the Residents of the Residential Unit for a period of not more than thirty (30) days in any twelve (12) month period and no child or children under the age of 18 years shall be permitted to use the Common Areas unless supervised by a responsible adult. Occupancy is restricted to situations wherein at least one person who is 55 years of age or older, per lot or residence, is in occupancy, temporary and limited absences excepted. Also excepted are instances where such qualifying occupancy involuntarily ceases due to the death or physical or mental disability of the qualifying person 55 years of age or older. Also, excepted from the provisions of this clause shall be residences not in compliance with such provisions at the time of recording of this document, however, all instances of any exception shall cease upon any subsequent conveyance by sale, lease, inheritance, becoming in compliance herewith, or otherwise, of the lot or residence excepted. The Board, in its sole and absolute discretion, shall have the right and power to determine when a person "occupies or resides" in a Residential Unit.

(c) Each Resident, as and when requested to do so by the Board, shall furnish the Board with the names and ages of all occupants of the Residential Unit and such affidavits and other documents as the Board may request to verify the age of such occupants. In the event there is a change in the occupancy of a Residential Unit, the Owner immediately shall notify the Board in writing of such change and comply with all rules and regulations adopted by the Board for verification of occupancy.

(d) The Board shall make, publish and adhere to rules, policies and procedures to demonstrate the intent that the Property is intended and operated for occupancy by persons 55 years of age or older and the Board may, from time to time, adopt, amend and repeal rules and regulations pertaining thereto. Furthermore, the Board shall comply with any rules issued by the Secretary of Housing and Urban Development for verification of occupancy. The policies and procedures shall provide for verification of Residents by reliable surveys and affidavits or other means as permitted by said Acts.

(e) No property in the Subdivision, Units 1, 2, and 3, shall be conveyed, whether by sale, lease, re-lease, renewal of existing lease, or otherwise, to any party buying, leasing, re- 6 leasing, or renewing a lease for the benefit of an identified or prospective occupant grouping without at least one member of such identified or prospective occupant grouping being fifty-five (55) years of age or older. Nothing contained in this Subsection shall prohibit the conveyance of property to: 1) parties taking possession and/or ownership of such property for the benefit of one or more relatives age 55 or older and such relative or relatives in fact being the actual occupants of such property; 2) households purchasing property for future occupancy for such future time when at least one person belonging to such household is 55 years of age or older.

(f) Monitoring Compliance; Appointment of Attorney-in-Fact.

(1) The Association shall have the power and authority to enforce this Article in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of the Lots, requiring birth certificates, or other proof of age for each occupant of the lot to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Lot which is not in compliance with the requirements and

regulations of this Article. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE. Each owner shall fully and truthfully respond to all requests by the Association for information regarding the occupancy of his or her Lot, that, in the judgment of the Board, are reasonably necessary to monitor compliance with this Article.

(2) Each Owner shall be responsible for ensuring compliance for its Lot with the requirements and restrictions of this Article and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lots. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT TO SO COMPLY.

(3) The requirements contained in this Article are intended to comply with the exemption requirements under the above-referenced Acts and any regulations now or hereafter issued, therefore. Notwithstanding anything herein contained to the contrary, it is acknowledged and agreed that although it is the intent of the Association that the Properties is intended to be and that it is operated for occupancy by persons fifty-five (55) years of age or older in compliance with the Fair Housing Acts which exempts "housing for older persons" from the prohibition against discrimination based on familial status, no representations or warranty is made that the Properties comply or will comply with the Fair Housing Acts, and if for any reason the Properties is deemed not in compliance with the Fair Housing Acts and therefore not exempt from the prohibitions against discrimination based on familial status, the Association shall have no liability in connection therewith. Notwithstanding anything herein contained to the contrary, the Board, may amend the provisions of this Article, to the extent that it deems necessary or appropriate, without the approval of the Members, in order to comply with the exemption requirements under said Acts or any 7 other regulations now or hereafter issued therefore, as they may be amended from time to time, with respect to "housing for older persons".

(4) The provisions of Amendment II shall apply to each lot in the Highland Park Bay subdivision, save and except the lake front lots identified as:

- Lot 11, Block 2;
- Lot 12, Block 2;
- Lot 13, Block 2;
- Lot 14, Block 2;
- Lot 15, Block 2;
- Lot 16, Block 2;
- Lot 17, Block 2;
- Lot 18, Block 2; and

Lot 19, Block 2,
as shown in the attached Exhibit A which is incorporated herein as if fully set out.

Signed and Acknowledged on this 15 Day of May, 2024.

Declarant:

Liberty G&C Land, Inc

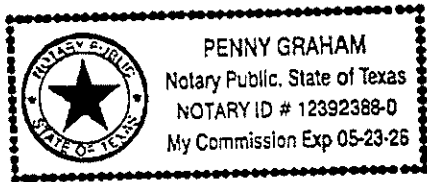
Kelly Swope

By: Kelly Swope, President

STATE OF TEXAS

COUNTY OF HOOD

This instrument was acknowledged before me on this 15 day of May, 2024 by Kelly Swope, Authorized Agent of Liberty G&C Land, Inc., a Texas Corporation, on behalf of said corporation.



Penny Graham
Notary Public