



After Recording Return To:  
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Austin, Texas 78701  
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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
NORTH PARK SOUTH**

*MONTGOMERY COUNTY, TEXAS*

**Declarant:** CENTURY LAND HOLDINGS OF TEXAS, LLC, a Colorado limited liability company

Cross-reference to Declaration of Covenants, Conditions and Restrictions for North Park South, recorded as Document No. 2024106133, Official Public Records of Montgomery County, Texas, as the same may be amended from time to time.

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
NORTH PARK SOUTH**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for North Park South (this "**Amendment**"), is made by **CENTURY LAND HOLDINGS OF TEXAS, LLC**, a Colorado limited liability company (the "**Declarant**"), and is as follows:

**RECITALS:**

A. **CENTURY LAND HOLDINGS OF TEXAS, LLC**, a Colorado limited liability company, previously executed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for North Park South, recorded under Document No. 2024106133 in the Official Public Records of Montgomery County, Texas, as the same may be amended from time to time (the "**Declaration**").

B. Pursuant to *Article 9, Section 9.03* of the Declaration, the Declaration may be amended by the Recording of an instrument executed and acknowledged by Declarant acting alone.

C. Declarant now desires to amend the Declaration as set forth hereinbelow.

**NOW THEREFORE**, Declarant hereby amends and modifies the Declaration as follows:

1. **Working Capital Assessment**. The first paragraph of *Article 6, Section 6.08* of the Declaration is hereby deleted in its entirety and replaced with the following:

**6.08 Working Capital Assessment.** Owner (other than Declarant) of a Lot will pay a one-time working capital assessment (the "**Working Capital Assessment**") to the Association in such amount as may be determined by the Declarant or the Board, until expiration or termination of the Development Period, and the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association upon the transfer of a Lot (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Lot to a subsequent Owner of a Lot). Each Working Capital Assessment will be collected from the transferee of a Lot upon the conveyance of the Lot from one Owner (including Declarant) to another (expressly including any reconveyance of the Lot upon resale or transfer thereof). Such Working Capital Assessment need not be uniform among all Lots, and the Board is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association

may use the working capital to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots to which it applies.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

**CENTURY LAND HOLDINGS OF TEXAS, LLC,**  
A Colorado limited liability company

By: \_\_\_\_\_  
Printed Name: Carlos Vieira  
Title: Director of Land Development

THE STATE OF TEXAS

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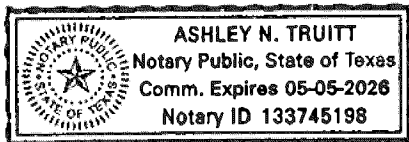
COUNTY OF Harris

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This instrument was acknowledged before me this 13 day of November, 2024 by Carlos Vieira, Director of Land Development of Century Land Holdings of Texas, LLC, a Colorado limited liability company, on behalf of said limited liability company.

(SEAL)

Ashley N. Truitt  
Notary Public Signature



**E-FILED FOR RECORD**

11/13/2024 03:20PM



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number  
sequence on the date and time stamped herein  
by me and was duly e-RECORDED in the Official Public  
Records of Montgomery County, Texas.

**11/13/2024**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas