

**SECOND AMENDMENT  
to  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
for  
REGENT SQUARE BROWNSTONES**

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

**RECITALS**

1.     HWD, LTD., a Texas limited partnership, as Declarant, imposed certain restrictive covenants pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Regent Square Brownstones (the "Declaration") filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. 2008599671 on December 15, 2008. The Declaration subjected the following property to the easements, restrictions, covenants, and conditions set forth in the Declaration:

Regent Square Brownstones, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 600229 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any (the "Subdivision").

2.     The First Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Regent Square Brownstones ("First Amendment") was filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. 20090452592 on October 5, 2009.

3.     PAR Real Estate Holdings, LLC, a Texas limited liability company foreclosed HWD, LTD.'s interest in the Subdivision pursuant to that Substitute Trustee's Deed recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. 20090460096 on October 7, 2009.

4.     LL Regent Kingwood LP, a Texas limited partnership acquired certain property that had been owned by HWD, LTD pursuant to that Special Warranty Deed with Vendor's Lien recorded in the Official Public Records of Real Property of Harris County, Texas under

RP-2017-112275

Clerk's File No. 20110250701 on June 20, 2011.

5. LL Regent Kingwood LP became the Declarant as successor to HWD, LTD., pursuant to Section 2.06 of the Declaration.

6. Declarant reserves the sole and exclusive right during the Development Period to amend the Declaration at any time pursuant to Exhibit "A", Section A9.01, of the Declaration, entitled "Amendment of Governing Documents or Plats; Designation of Community Properties; Annexation".

7. The Development Period is still in effect and Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, the following provisions of the Declaration are amended and restated to read as follows:

1. Article VI, Section 6.01.2(g), of the Declaration, entitled "Insurance", is deleted in its entirety.

2. Article VI, Section 6.06, of the Declaration, entitled "Owner Insurance", is amended and restated to read as follows:

**SECTION 6.06 Insurance Proceeds after Loss.**

**6.06.1 Association as Payee.**

- (a) Promptly after occurrence of any casualty, the Association must proceed with all due diligence with solicitation of at least three (3) bids from licensed and bonded contractors for repair, reconstruction, and/or rebuilding of the Residential Dwelling. Bids must be obtained, and the Residential Dwelling must be repaired, reconstructed, or rebuilt in such manner as to restore the Residential Dwelling to substantially the same exterior dimensions and appearance (including as to color, type, and quality of materials and architectural style and details), and must be located in substantially the same location as the Residential Dwelling when it was originally constructed, or to such other

appearance and condition as approved by the ACC. The interior of the Residential Dwelling may, at the option of the Owner, be altered, provided that any additional expense thereof is paid for, in advance, by the Owner and provided further, that the alteration does not affect the structural integrity of the Residential Dwelling. All provisions of Article IV apply to approval of all plans and specifications for all repairs, reconstruction, and rebuilding. All contractors, all final bids, and all contracts for all work, must also be approved in writing by the Board. The Board may hire an engineer, architect, or similar professional to consult with the Board regarding all aspects of the bidding process, entry of contracts, and performance of the work, and may charge all costs thereof to the Owner as a specific assessment.

- (b) All insurance proceeds must be deposited in a segregated escrow account to be held and disbursed as herein provided. Such funds may be withdrawn only with the signature of the Owner (including any single Person who is an Owner in the case of multiple Owners) and at least one member of the Board of Directors or by an agent duly authorized by the Board of Directors. The applicable Owner must also deposit in the same account: (i) all amounts by which the bid or bids of the contractors selected by the Owner (and approved by the Board) exceed insurance proceeds, (ii) estimated costs of the Association for Architectural Review Fees and/or for hiring of an insurance adjuster, engineer, architect or other consultant as permitted hereby, and (iii) a contingency reserve in the amount of ten percent (10%) of the total of (i) and (ii), or such lesser amount as may be determined by the ACC. If during the course of construction additional changes are made or additional charges are otherwise incurred by the Owner, the Owner must deposit in the aforesaid account all costs thereof promptly upon signing of a change order and in any event before any material or labor is

provided pursuant to the applicable change order.

- (c) All insurance proceeds will be paid in accordance with applicable contracts for repair, re-construction, or rebuilding, and/or any applicable escrow agreement between the Owner and the Association. Upon completion of all work and approval of same by the ACC, any excess proceeds must be paid to the Owner, without interest. If any additional amounts are due, the Owner must deposit same upon demand for disbursement by the Board as required to cover all such deficits.
- (d) ABSENT WILLFUL MISCONDUCT OR KNOWING VIOLATION OF THE LAW, THE ASSOCIATION AND ITS RELATED PARTIES ARE NOT LIABLE TO ANY OWNER, INSURER, OR ANY OTHER PERSON REGARDING ANY ACTS OR OMISSIONS OF THE ASSOCIATION OR ANY OF ITS RELATED PARTIES PURSUANT TO THIS SECTION, OR RELATING DIRECTLY OR INDIRECTLY THERETO. WITHOUT LIMITATION OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH OWNER IS WHOLLY AND SOLELY RESPONSIBLE FOR THE SUPERVISION AND APPROVAL OF ALL REPAIR, RECONSTRUCTION, AND/OR REBUILDING OF THE OWNER'S RESIDENTIAL DWELLING, INCLUDING WITHOUT LIMITATION, ALL MATTERS PERTAINING TO HEALTH, SAFETY, WORKMANSHIP AND SUITABILITY FOR ANY PURPOSE REGARDING ANY AND ALL SUCH REPAIR, RECONSTRUCTION AND/OR REBUILDING. THE PROVISIONS HEREOF ARE CUMULATIVE WITH RESPECT TO THE PROVISIONS OF SECTION 3.06.

3. Article VI, Section 6.07, of the Declaration, entitled "Association Insurance", is amended and restated to read as follows:

SECTION 6.07 Association Insurance. The Association will carry a

"Master Policy" that will cover all of the buildings in the townhouse development to the units original "as built" state. The "Master Policy" will provide coverage for fire and extended coverage, vandalism and malicious mischief, excluding flood and quake. In addition, the "Master Policy" must cover Liability insurance for the common grounds of the Association.

Insurance for the Association must be carried and administered in accordance to the following provisions:

- (i) All such insurance will be purchased by the Association for the benefit of the Association, the Owners and their mortgagees, as their interests may appear. Provision will be made for issuance of certificates of insurance to satisfy the insurance requirements of the individual mortgagees.
- (ii) Each Owner is responsible, at his expense, for obtaining insurance coverage for his personal property (contents) of the unit. In addition, the Owner must also insure any upgrades to his or her individual unit, which include, by way of example and not limitation, wall coverings and custom flooring that have been added to the unit. In addition, each Owner must obtain personal liability coverage for occurrences within his or her individual unit with coverage of not less than \$100,000 per occurrence.
- (iii) The Association and all Owners must use their best efforts to see that all property and liability insurance carried by the Association or any Owner requires the insurer to waive its right of subrogation regarding all claims against any Owner or the Association.

To the extent reasonably available, the Association shall maintain property insurance on all insurable Community Properties insuring against all risk of direct physical loss commonly insured against, including fire and extended coverage, in a total amount of at least eighty percent of the replacement cost or actual cost value of the insured property, comprehensive liability insurance, including medical payments insurance, libel, slander, false arrest and invasion of privacy coverage, and errors and omissions coverage, in amounts determined by the Board and covering all occurrences commonly insured against for death, bodily injury, and property damage, and such other insurance as the Board deems appropriate. The Board shall determine appropriate deductibles for all insurance policies. THE ASSOCIATION, THE BOARD, THE ACC AND THEIR RELATED PARTIES ARE NOT LIABLE FOR FAILURE TO OBTAIN ANY INSURANCE COVERAGE OR TO OTHERWISE COMPLY WITH ANY OTHER PROVISIONS OF THIS ARTICLE VI REGARDING SAME IF SUCH FAILURE IS DUE TO UNAVAILABILITY OR TO EXCESSIVE COSTS AS DETERMINED IN THE SOLE GOOD FAITH OPINION OF THE BOARD, OR FOR ANY OTHER REASON BEYOND THE REASONABLE CONTROL OF THE BOARD. The Board is specifically authorized from time to time to adopt and amend policies, procedures and any other Rules and Regulations to more fully effectuate the purposes and intent of the provisions of this Article VI.

This Second Amendment is deemed to be part of and is interpreted in accordance with the Declaration. Except as amended herein, all provisions in the Declaration remain in full force and effect.

Capitalized terms used herein have the same meaning as that ascribed to them in the Declaration, unless otherwise indicated.

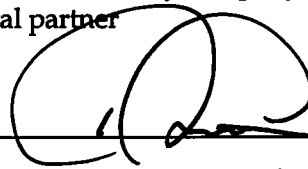
IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth below for the purpose of acknowledging its consent and approval of this Second Amendment, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Executed on the 16<sup>th</sup> day of March, 2017.

**DECLARANT**

**LL REGENT KINGWOOD LP,**  
a Texas limited partnership

By: LL Regent Kingwood GP LLC,  
a Texas limited liability company  
Its general partner

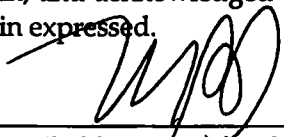
By: 

Printed: Rocky Lai

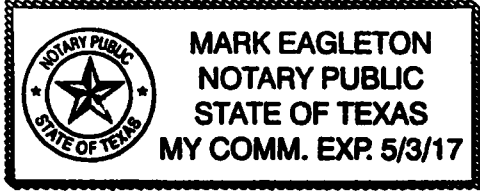
Its: President of GP

THE STATE OF TEXAS   §  
  §  
COUNTY OF Harris   §

BEFORE ME, the undersigned notary public, on this 16 day of March, 2017 personally appeared Rocky Lai, President of G.P. of LL Regent Kingwood GP LLC, a Texas limited liability company, general partner of LL Regent Kingwood LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument in the capacity stated therein, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



RP-2017-112275

RP-2017-112275  
# Pages 8  
03/16/2017 01:35 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$40.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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 HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2017-112275