

2020025981 AMENDMENT
07/31/2020 09:54:57 AM Total Pages: 5 Fees: \$28.00
J. A. "Andy" Harwell, County Clerk - McLennan County, Texas



AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

BEHRENS CONDOMINIUMS

FIRST SUPPLEMENT TO COMMUNITY MANUAL AND FIRST AMENDMENT TO BYLAWS

DECLARANT: BEHRENS CONDOS, LLP, a Texas limited liability partnership

Cross Reference to: (i) Declaration of Condominium Regime for Behrens Condominiums, recorded under Document No. 2019023724, Official Public Records of McLennan County, Texas, and; (ii) Community Manual for Behrens Condominiums recorded under Document No. 2019024175, in the Official Public Records of McLennan County, Texas.

**BEHRENS CONDOMINIUMS
FIRST SUPPLEMENT TO
COMMUNITY MANUAL AND
FIRST AMENDMENT TO BYLAWS**

This First Supplement to Community Manual and First Amendment to Bylaws for Behrens Condominiums (this "Supplement and Amendment") is made and executed by BEHRENS CONDOS, LLP, a Texas limited liability partnership (the "Declarant"), and is as follows:

A. Declarant previously executed that certain: (i) Declaration of Condominium Regime for Behrens Condominiums, recorded under Document No. 2019023724, Official Public Records of McLennan County, Texas, (the "Declaration"); and (ii) Behrens Condominiums Community Manual, recorded under Document No. 2019024175, Official Public Records of McLennan County, Texas (the "Community Manual").

B. Pursuant to *Section A.3.10(viii) of Appendix "A"* of the Declaration, the Documents, as defined in the Declaration, may be amended by Declarant without consent of other Owners or any Mortgagee to resolve conflicts, clarify ambiguities and to correct misstatements, errors or omissions in the Documents.

C. Attachment 2 of the Community Manual contains the Bylaws of Behrens COA, Inc. (the "Bylaws").

D. The Declarant now desires to amend the Bylaws as set forth herein below.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Governance Upon Expiration of the Declarant Control Period. *Section 2.1* of the Bylaws is hereby deleted in its entirety and replaced by the following:

Section 2.1. Governance Upon Expiration of the Declarant Control Period. After expiration of the Declarant Control Period, the Board will consist of four (4) members, with (i) one (1) director to be appointed or elected by a vote of the Owner of Commercial Unit 1 only (the Owner of the Commercial Unit 1 being the only Member(s) entitled to vote with respect to the election of such director) and (ii) three (3) directors to be elected by a vote of the Owners of the Residential Units only (the Owners of the Residential Units being the only Members entitled to vote with respect to the election of such directors) (the "Residential Representatives"). The directors appointed or elected by the Owner(s) of the Commercial Unit 1 (the "Commercial Representative") will be appointed/elected for a two (2) year term. For the directors elected by the Residential Units, two directors will be elected for a two (2) year term, and one director will be elected for a three (3) year term. Upon expiration of the term of the directors appointed or elected pursuant to the foregoing sentences, his or her successor will be appointed or elected for a term of two (2) years. The Residential Representatives may serve a maximum of two consecutive terms, and upon expiration of a director's second consecutive term, such director may not be reelected until one year following the expiration of such director's second consecutive term. In the event the Commercial Unit 1 is subdivided into additional Units, the Owners of the Units resulting from such resubdivision will elect the director originally assigned to the Commercial

Unit based on the number of votes allocated to each Unit resulting from the resubdivision as determined in accordance with the Declaration.

2. **Resolution of Board Deadlock.** An additional *Section 2.1.1* is hereby added to *Section 2.1* of the Bylaws as follows:

2.1.1 Resolution of Board Deadlock. In the event the Board is deadlocked, meaning a decision of a Majority of the Board cannot be obtained as a result of a disagreement between Board members, the decision will be considered a "Claim" as defined in *Article 19* of the Declaration and, notwithstanding any provision in *Article 19* to the contrary, will be resolved by binding arbitration in accordance with the procedures set forth in *Section 19.9* of the Declaration.

3. **Authority – Amendments to Bylaws.** *Section 11.1* of the Bylaws is hereby deleted in its entirety and replaced by the following:

11.1 Authority. These Bylaws may be amended by a majority of the Directors of the Board, one of which must be the Commercial Representative. Additionally, these Bylaws may also be amended by Members representing a Majority of the votes in the Association entitled to be cast and present in person or by proxy at a duly called meeting to adopt same. Notwithstanding the foregoing, no amendment to the Bylaws will be effective without the consent of the Commercial Representative.

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

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 1st day of August, 2020.

DECLARANT:

BEHRENS CONDOS, LLP,
a Texas limited liability partnership

By: Behrens Condo Management, LLC,
a Texas limited liability company, its General Partner

By: [Signature]
Name: Jonathan Kimmel
Title: Manager

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 28th day of July, 2020,
by Jonathan Kimmel the Manager of Behrens Condo Management, LLC, a
Texas limited liability company, the General Partner of BEHRENS CONDOS, LLP A Texas limited
liability partnership, on behalf of such entity.

[Signature]
Notary Public, State of OKLAHOMA

(seal)

DELISA K. ANDERSON Notary Public - State of Oklahoma Commission Number 03011422 My Commission Expires Sep 4, 2023
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FILED AND RECORDED

Instrument Number: 2020025981

Filing and Recording Date 07/31/2020 09:54:57 AM Pages: 5 Recording Fee: \$28.00

I hereby certify that this instrument was FILED on the date and time stamped hereon
and RECORDED in the OFFICIAL PUBLIC RECORDS of McLennan County, Texas.



J. A. "Andy" Harwell, County Clerk
McLennan County, Texas

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2020025980 AMENDMENT
07/31/2020 09:54:57 AM Total Pages: 12 Fees: \$56.00
J. A. "Andy" Harwell, County Clerk - McLennan County, Texas

AFTER RECORDING RETURN TO:



ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
E-MAIL: RBURTON@WINSTEAD.COM

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM REGIME
FOR
BEHRENS CONDOMINIUMS
(A Condominium Community in McLennan County, Texas)**

DECLARANT: BEHRENS CONDOS, LLP, a Texas limited liability partnership

Cross reference to that certain Declaration of Condominium Regime for Behrens Condominiums,
recorded under Document No. 2019023724, Official Public Records of McLennan County, Texas, as
amended.

**FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM REGIME FOR
BEHRENS CONDOMINIUMS**

This First Amendment to Declaration of Condominium Regime for Behrens Condominiums (this "Amendment") is made by BEHRENS CONDOS, LLP, a Texas limited liability partnership (the "Declarant"), and is as follows:

RECITALS:

A. Behrens Condominiums (the "Regime"), located in McLennan County, Texas, was established pursuant to that certain Declaration of Condominium Regime for Behrens Condominiums, recorded under Document No.2019023724, Official Public Records of McLennan County, Texas (the "Declaration").

B. Pursuant to *Provision A.3.10(iii-iv)* of Appendix "A" to the Declaration, during the Development Period, Declarant may amend the Declaration unilaterally and without the consent of other Owners or any mortgagee to add real property to the Regime and to create Units, General Common Elements and Limited Common Elements within the Property.

C. Pursuant to *Provision A.3.10(v)* of Appendix "A" to the Declaration, during the Development Period, Declarant may amend the Declaration unilaterally and without consent of other Owners or any mortgagee to subdivide, combine, or reconfigure Units or convert Units into Common Elements, in the exercise of statutory Development Rights.

D. Pursuant to *Provision A.3.10(viii)* of Appendix "A" to the Declaration, during the Development Period, Declarant may amend the Declaration unilaterally, without consent of other Owners or any mortgagee, to resolve conflicts, clarify ambiguities and to correct misstatements, errors or omissions in the Documents.

E. Pursuant to Section 82.060 of the Texas Uniform Condominium Act, to exercise a statutory development right, Declarant must prepare, execute and record an amendment to the Declaration and record new plats and plans for that real property. The amendment to the declaration must reallocate the allocated interests among all Units.

F. The Development Period, as such term is defined in the Declaration, is the thirty (30) year period beginning on the date the Declaration was recorded in the Official Public Records of McLennan County, Texas. The Declaration was recorded in the Official Public Records of McLennan County, Texas on July 18, 2019. Accordingly, the Development Period has not yet expired.

G. Declarant now desires to amend the Declaration to (i) add additional property to the Regime and designate such property as General Common Elements; (ii) convert Commercial

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
BEHRENS CONDOMINIUMS

Unit 2 as described below into Common Elements; and (iii) to amend those portions of the Declaration referring to Commercial Unit 2 as described herein below.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Addition of Land.** Pursuant to *Provisions A.3.10 (iii-iv)* of Appendix "A" to the Declaration, Declarant hereby adds Lot A, Block 11 of the Original City of Waco, McLennan County, Texas, according to the plat recorded in Volume 1113, Page 491 in the McLennan County Deed Records (the "Land"), to the terms and provisions of the Declaration. The Land shall be considered part of the Property under the Declaration and is hereby designated as General Common Elements of the Regime.

2. **Conversion of Commercial Unit 2 into Common Elements.** In accordance with the rights reserved by the Declarant pursuant to *Provision A.3.10(v)* of Appendix "A" to the Declaration, Declarant hereby converts Commercial Unit 2 into General Common Elements. Declarant is the current owner of Commercial Unit 2.

3. **Replacement of Sheet 1 of the Plat and Plans.** Commercial Unit 2 was described and depicted on sheet 1 of the Plat and Plans attached as Exhibit "B" to the Declaration. Sheet 1 of the Plat and Plans attached as Exhibit "B" to the Declaration is hereby deleted and a new sheet 1 of the Plats and Plans attached hereto as Exhibit "B" is substituted in its place (the "New Sheet 1"). The New Sheet 1 depicts the area that formerly comprised Commercial Unit 2 as General Common Elements and depicts the Land as General Common Elements.

4. **Replacement of Common Interest Allocation.** Exhibit "D" to the Declaration is hereby deleted in its entirety and the Common Interest Allocation, Residential LCE Allocation and Commercial LCE Allocation attached hereto as Exhibit "D" is substituted in its place.

5. **Replacement of Summary of Maintenance Obligations.** Exhibit "F" to the Declaration is hereby deleted in its entirety and the Summary of Maintenance Obligations attached hereto as Exhibit "F" is substituted in its place.

6. **Commercial Units.** *Section 1.11* of the Declaration is hereby deleted in its entirety and replaced by the following:

1.11 "Commercial Units" means the Unit(s) described on the Plat and Plans attached hereto and shown as a "Commercial Unit".

7. **Commercial Unit 2.** *Section 1.13* of the Declaration is hereby deleted in its entirety.

8. **Votes.** *Section 4.9* of the Declaration is hereby deleted in its entirety and replaced by the following:

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
FOR BEHRENS CONDOMINIUMS

4.9 **Votes.** The votes of the Association shall be allocated as follows:

- (i) Each Residential Unit is allocated one (1) vote; and
- (ii) The Commercial Unit 1 is allocated three (3) votes

If a Commercial Unit is subdivided, the votes allocated to each Unit resulting from the subdivision will be allocated pro-rata based on the relative size of each resulting Unit as compared to the subdivided Commercial Unit prior to such subdivision.

9. **Governance.** Section 12.5 of the Declaration is hereby deleted in its entirety and replaced by the following:

12.5. **Governance.** During the Declarant Control Period, Declarant will have the exclusive authority to appoint and remove all directors and officers of the Association. Within one hundred twenty (120) days after fifty percent (50%) of the maximum number of Units that may be created under this Declaration have been conveyed to Owners other than Declarant, at least one-third of the Board must be elected by Owners other than Declarant. On and after expiration of the Declarant Control Period, the Board will consist of four (4) members, with one (1) director to be appointed by the Owner of Commercial Unit 1 (the Owner of Commercial Unit 1 being the only Member(s) entitled to appoint such director), and three (3) directors to be elected by a vote of the Owners of the Residential Units only (the Owners of the Residential Units being the only Members entitled to vote with respect to the election of such directors).

10. **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.

[signature page to follow]

EXHIBIT "B"

[SEE ATTACHED]

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
BEHRENS CONDOMINIUMS



MITCHELL & ASSOCIATES, INC.
 800 North ...
 ENGINEERING & SURVEYING 718-5191

BEHRENS CONDOMINIUMS - SHEET 1 OF 10

LEGEND

- 3/8" PUNCH HOLE FOUND IN CONCRETE
- 1/2" PK NAIL FOUND WITH WINKER STAMPED '318'
- 1/2" PK NAIL SET
- 1" FOUND IN CONCRETE
- △ POINT IN WALL
- GENERAL COMMON ELEMENT
- RESERVING LIMITED COMMON ELEMENT



SURVEYED: 2/6/2019

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE. FIELD NOTE DESCRIPTION ATTACHED. M.C.D.R. - LIGERMAN COUNTY DEED RECORDS. O.P.R. - OFFICIAL PUBLIC RECORDS OF LIGERMAN COUNTY.

MARK PAINE AND SPOUSE, MARY ANNE PAINE
 MCF# 2005024905 O.P.R.

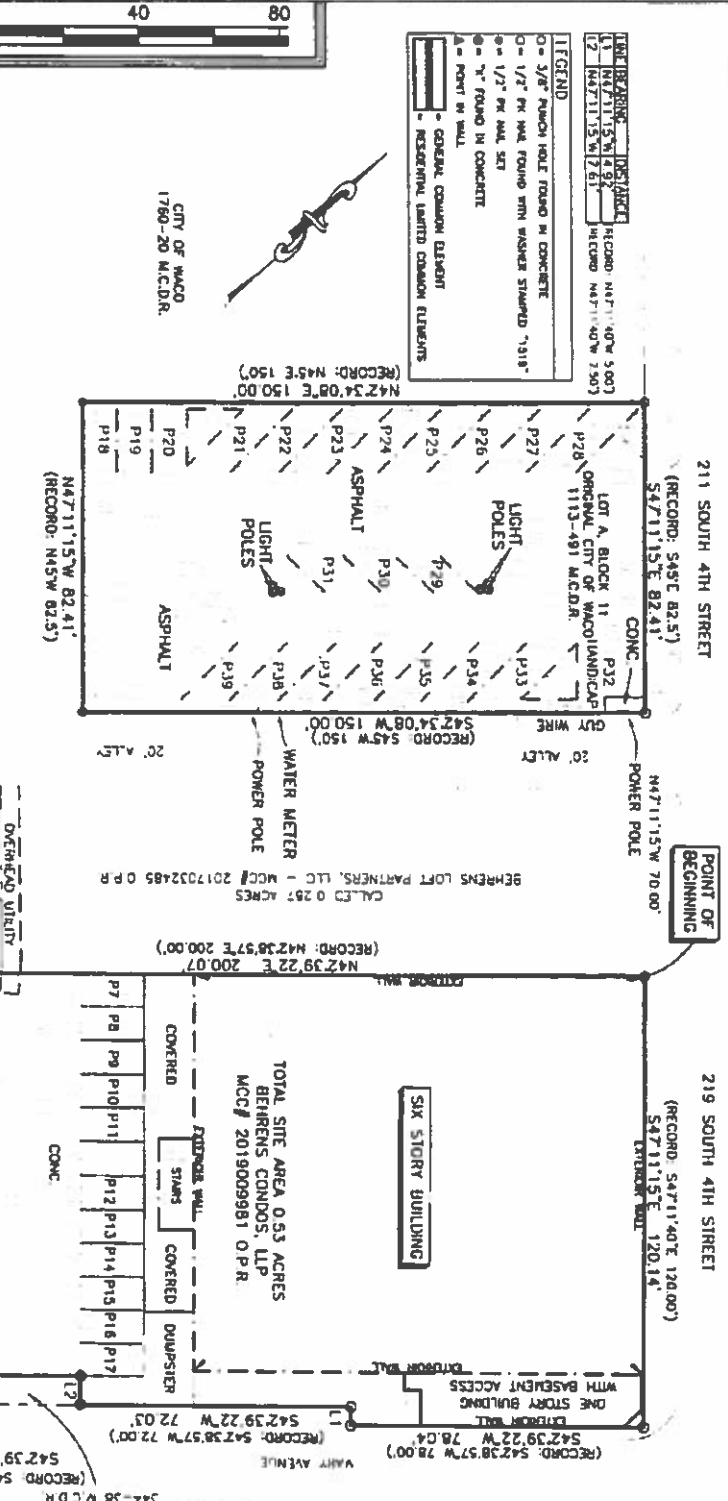
10' WIDE TEXAS UTILITIES ELECTRIC COMPANY EASEMENT
 835-574 O.P.R.

ST LOUIS AND SOUTHWESTERN RAILROADS
 544-38 M.C.D.R.

WATER PATRICK ARMSTRONG
 1858-830 M.C.D.R.

BEHRENS LOFT PARTNERS, LLC - MCF# 2017032485 O.P.R.

BEHRENS CONDO. 0.297 ACRES
 CALC'D 0.297 ACRES



- GENERAL NOTES:**
1. All improvements and land reflected on the plat are developed on general common elements, some and certain portions of the rights developed on limited common elements or units: (i) in the Declaration; (ii) in the Condominium Regime for Behrens Condominiums (the Declaration); or (iii) on the plat and plans of the regime.
 2. Ownership and use of condominium units is subject to the rights and restrictions contained in the Declaration.

The Units, Buildings, Limited Common Elements and General Common Elements are subject to all special declaratory rights set forth in Section 82.003(a)(2)(3) of the Texas Property Code and certain additional rights and restrictions in favor of the Declarant as set forth in the Declaration and Appendix A attached hereto.

The undersigned surveyor certifies that this plat and plans conform to Section 82.059 of the Texas Property Code.

ROBERT E. MITCHELL, RPLS. NO. 5801

EXHIBIT "D"**COMMON INTEREST ALLOCATION, RESIDENTIAL LCE ALLOCATION AND
COMMERCIAL LCE ALLOCATION**

Any obligations or rights, including assessment charges or credits calculated or determined based on the Common Interest Allocation, Residential LCE Allocation or Commercial LCE Allocation which are not allocable to a particular Unit due to a rounding error, will be equally apportioned among all Units within the Regime.

THE COMMON INTEREST ALLOCATION, RESIDENTIAL LCE ALLOCATION AND COMMERCIAL LCE ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL CHANGE IF ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY DECLARANT.

Unit Number	Common Interest Allocation	Residential LCE Allocation	Commercial LCE Allocation
Unit 101	1.13%	1.31%	0.00%
Unit 102	1.17%	1.36%	0.00%
Unit 103	1.38%	1.59%	0.00%
Unit 104	1.37%	1.58%	0.00%
Unit 105	1.07%	1.24%	0.00%
Unit 106	1.08%	1.25%	0.00%
Unit 107	1.68%	1.94%	0.00%
Unit 108	1.61%	1.87%	0.00%
Unit 109	1.52%	1.76%	0.00%
Unit 110	1.58%	1.83%	0.00%
Unit 201	1.02%	1.18%	0.00%
Unit 202	1.17%	1.36%	0.00%
Unit 203	1.19%	1.38%	0.00%
Unit 204	1.30%	1.51%	0.00%
Unit 205	1.79%	2.07%	0.00%
Unit 206	1.95%	2.26%	0.00%
Unit 207	1.89%	2.19%	0.00%
Unit 208	2.05%	2.37%	0.00%
Unit 209	1.38%	1.60%	0.00%
Unit 301	1.02%	1.18%	0.00%
Unit 302	1.17%	1.36%	0.00%
Unit 303	1.19%	1.38%	0.00%
Unit 304	1.30%	1.51%	0.00%

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
FOR BEHRENS CONDOMINIUMS

Unit 305	1.79%	2.07%	0.00%
Unit 306	1.95%	2.26%	0.00%
Unit 307	1.89%	2.19%	0.00%
Unit 308	2.05%	2.37%	0.00%
Unit 309	1.38%	1.60%	0.00%
Unit 401	1.02%	1.18%	0.00%
Unit 402	1.17%	1.36%	0.00%
Unit 403	1.19%	1.38%	0.00%
Unit 404	1.30%	1.51%	0.00%
Unit 405	1.79%	2.07%	0.00%
Unit 406	1.95%	2.26%	0.00%
Unit 407	1.89%	2.19%	0.00%
Unit 408	2.05%	2.37%	0.00%
Unit 409	1.38%	1.60%	0.00%
Unit 501	1.01%	1.17%	0.00%
Unit 502	1.00%	1.15%	0.00%
Unit 503	1.01%	1.18%	0.00%
Unit 504	1.16%	1.34%	0.00%
Unit 505	1.01%	1.16%	0.00%
Unit 506	1.01%	1.16%	0.00%
Unit 507	1.00%	1.16%	0.00%
Unit 508	1.31%	1.52%	0.00%
Unit 509	1.32%	1.53%	0.00%
Unit 510	1.27%	1.47%	0.00%
Unit 601	1.74%	2.01%	0.00%
Unit 602	1.86%	2.15%	0.00%
Unit 603	1.89%	2.19%	0.00%
Unit 604	2.07%	2.40%	0.00%
Unit 605	1.86%	2.15%	0.00%
Unit 606	1.90%	2.20%	0.00%
Unit 607	2.03%	2.35%	0.00%
Unit 608	2.32%	2.69%	0.00%
Unit 609	2.39%	2.77%	0.00%
Unit 610	2.39%	2.77%	0.00%
Commercial Unit 1	13.65%	0.00%	100.00%

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
FOR BEHRENS CONDOMINIUMS

EXHIBIT "F"

SUMMARY OF MAINTENANCE OBLIGATIONS

Set forth below is a summary of the maintenance obligations imposed upon the Association and each Owner generally as described more fully in this Declaration. Please note that the information set forth in this Exhibit "F" is a summary only and is not intended to modify any of the provisions of this Declaration. Accordingly, in the event of a conflict between the summary set forth in this Exhibit "F" and any provision set forth in this Declaration, the provision set forth in this Declaration will control. "All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF REGIME	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Interior spaces within the Unit and all personal property located therein.	None.	All aspects.
Balconies.	Maintaining, repairing and replacing as necessary, structural components.	Routine cleaning.
Common egress corridors and elevators.	All aspects.	None.
Chutes, flues, ducts, conduits, wires, pipes, chases or other apparatus located in the Common Elements.	All aspects.	None.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
BEHRENS CONDOMINIUMS

4818-2935-1867 v.2 62904-1

FILED AND RECORDED

Instrument Number: 2020025980

Filing and Recording Date 07/31/2020 09:54:57 AM Pages: 12 Recording Fee: \$56.00

I hereby certify that this instrument was FILED on the date and time stamped hereon
and RECORDED in the OFFICIAL PUBLIC RECORDS of McLennan County, Texas.



J. A. "Andy" Harwell, County Clerk
McLennan County, Texas

greenl