

**FIRST AMENDMENT TO**  
**DECLARATION OF RESTRICTIVE COVENANTS**  
**[LONDON TOWNE HOMEOWNERS ASSOCIATION]**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (this "*Amendment*") is executed by **Braselton Development Company, Ltd.**, a Texas limited partnership ("*Declarant*").

**RECITALS:**

A. Declarant is the developer of a residential development located in Nueces County, Texas, known as London Towne Subdivision (the "*Subdivision*"), as described and depicted on plat or plats recorded in Volume 69, Pages 493-494, under Document No. 2020041254, of the Map Records of Nueces County, Texas (as amended from time to time).

B. Declarant imposed on the Subdivision certain restrictive covenants and easements pursuant to the terms of that certain Declaration of Restrictive Covenants – London Towne Homeowners Association, dated February 22, 2021, recorded under Document No. 2021008096 of the Official Public Records of Nueces County, Texas (the "*Declaration*").

C. Pursuant to Section 9.02 of the Declaration, there is created for the benefit of the City and other governmental entities and public utilities with jurisdiction over or providing utility services to the Subdivision, an easement, on, across, over, and under all of the Property within the Subdivision, for the purposes and subject to the terms and provisions set forth in Section 9.02 of the Declaration.

D. Pursuant to Section 11.03 of the Declaration, Declarant has the right to unilaterally amend the Declaration for purposes of correcting certain errors, ambiguities, or inconsistencies within the Declaration.

E. Declarant desires to amend the Declaration so as to clarify the meaning of the term "public utilities", as used in Section 9.02 of the Declaration, so as to cure any ambiguities relating to such term and the easements and rights created in Section 9.02 of the Declaration.

F. All capitalized terms not otherwise defined in this Amendment shall have the meanings given such terms in the Declaration.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing, and in the interest of establishing a uniform set of easements, restrictions, covenants, and conditions under which the Property shall be held, sold and conveyed, and so as to protect the value and desirability of the Subdivision, Declarant hereby declares as follows:

1. **Public Utilities.** The term "*public utilities*" as used in Section 9.02 of the Declaration shall mean and refer to the following: (i) any electric utility (as such term is defined

in Texas Utilities Code, Section 31.002), (ii) any electric cooperative or cooperative corporation (as such terms are defined in Texas Utilities Code, Section 11.003); (iii) any public utility or utility (as such terms are defined in Texas Utilities Code, Section 51.002); (iv) any gas utility or municipally owned utility (as such terms are defined in Texas Utilities Code, Section 101.003); and (v) any water supply corporation or district (as such terms are used in Texas Water Code, Section 49.001).

2. **Miscellaneous.** The recitals above in this Amendment are true and correct and incorporated into this Amendment for all purposes. This Amendment is incorporated into the Declaration and made a part thereof for all purposes. The terms and provisions of this Amendment and the Declaration are severable. If any term or provision of this Amendment is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction for any reason, then such invalidity, illegality, or unenforceability will not affect or limit any other term or provision hereof or the validity and enforceability of this Amendment and/or the Declaration, and this Amendment and the Declaration shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained therein. The Declaration, as hereby amended, shall run with the Property and shall bind and inure to the benefit of Declarant, the Association, the Owners, and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the date of the acknowledgement below, to be effective as of the date this instrument is recorded in the Official Public Records of Nueces County, Texas.

DECLARANT:

**Braselton Development Company, Ltd.**  
(a Texas limited partnership)

By: Braselton Management Company, LLC  
(a Texas limited liability company)  
*Its General Partner*

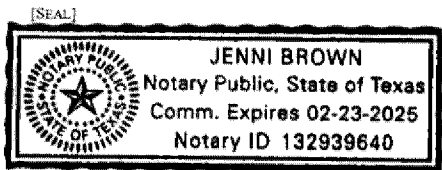
By: Fred Braselton  
Name: FRED BRASELTON  
Title: 4/12/21

STATE OF TEXAS

§  
§  
§

COUNTY OF Nueces

This instrument was acknowledged before me, the undersigned authority, this 12 day of April, 2021, by Fred Braselton, President of Braselton Management Company, LLC, a Texas limited liability company, as general partner of Braselton Development Company, Ltd., a Texas limited partnership, on behalf of Braselton Management Company, LLC, a Texas limited liability company, and said limited partnership.



Jenni Brown  
Notary Public \* State of Texas

**Nueces County  
Kara Sands  
Nueces County  
Clerk**

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**Instrument Number:** 2021017679

eRecording - Real Property

AMENDMENT

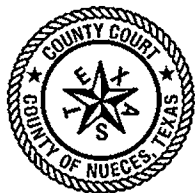
Recorded On: April 12, 2021 03:28 PM

Number of Pages: 4

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**" Examined and Charged as Follows: "**

Total Recording: \$29.00



**STATE OF TEXAS  
NUECES COUNTY**

**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 Nueces County, Texas.**

Kara Sands  
Nueces County Clerk  
Nueces County, TX

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

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.

**File Information:**

Document Number: 2021017679  
Receipt Number: 20210412000261  
Recorded Date/Time: April 12, 2021 03:28 PM  
User: Maria H  
Station: PUBLIC04

**Record and Return To:**

Simplifile  
484 North 300 West, Suite 202  
Provo UT