

AFTER RECORDING RETURN TO:

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**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAGUNA BAY**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGUNA BAY (this “Second Amendment”) is made by the members of the LAGUNA BAY PROPERTY OWNER’S ASSOCIATION (hereinafter referred to as “Association”).

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Laguna Bay was recorded as Instrument No. D209059320 in the Official Public Records of Tarrant County, Texas (the “Declaration”); and

WHEREAS, the Declaration was amended by virtue of that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Laguna Bay recorded as Instrument No. D213119330 in the Official Public Records of Tarrant County, Texas (the “First Amendment”); and

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LAGUNA BAY**

WHEREAS, the Declaration and the First Amendment shall be referred to herein, collectively, as the “**Laguna Bay Declaration**”; and

WHEREAS, the Laguna Bay Declaration affects certain tracts or parcels of real property in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the “**Property**”); and

WHEREAS, pursuant to Article 14 of the Laguna Bay Declaration, the Laguna Bay Declaration may be amended upon the approval of at least a majority of Owners of Lots in the Laguna Bay Subdivision; and

WHEREAS, the following amendments to the Laguna Bay Declaration were approved by no less than a majority of owners of lots in the Laguna Bay Subdivision.

NOW, THEREFORE, the Laguna Bay Declaration is hereby amended as follows:

(a) Section 1.7 of Article 1 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

“Common Area” means those portions of the Property comprising the Property, and any improvements thereon which are owned and/or maintained by the Association as described in Article 4 below, and as described or so designated on the face of the recorded Plat of the Property as being “Common Area,” or similar designations. All Common Area shall be maintained for the use, benefit and enjoyment of its members. Common Area in the Property includes, without limitation, the screening fence around all or portions of the perimeter area of the Property, the front (main) entrance area to the Property located at the juncture of Power Squadron Road (a publicly dedicated street which is to be widened in that area to a 60' right-of-way), any decorative fencing or landscaping, signage which identifies LAGUNA BAY Addition, and a coded security and privacy gate installed and maintained by the Association across the entire width of the 60' wide entrance, and an emergency ingress and egress easement and coded security gate located on and across portions of Lots 17 and 18, Block 1, as shown on the final recorded plat, connecting Laguna Bay West and Laguna Bay North with Gale Drive (an existing publicly dedicated street in Pelican Bay Addition, Tenth Filing) with all police, fire and other emergency departments in whose jurisdiction the Property

is located having the code at all times. The emergency access easement and the paved drive, security gate and other facilities are for emergency use only and all other ingress and egress to and from the Property shall be via the main or front entry gate in the widened portion of Laguna Bay North in the location of Lots 1-6, Block 1, as shown on the plat. Common Area also includes the canal and the streets designated as Laguna Bay North, Laguna Bay South and Laguna Bay West, designated on the plat as Lot 1, Block 3. The canal and streets will be owned and maintained by the Association for the use and enjoyment of all of its members who own Lots in the Property. No retaining wall within the Property shall be deemed or considered, under any circumstances, as Common Area for which the Association has any responsibility. Said retaining walls shall be maintained, repaired and replaced by the Owner of the Lot upon which a retaining wall is located in whole or in part. Other provisions of this Declaration address specific uses, limitations and improvements that apply to the beach area at the rear of each Lot

(b) Section 1.13 of Article 1 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

*"**Lot**" means a portion of the Property intended for independent ownership, on which there is or will be constructed one single-family residential dwelling, as shown on the Plat. As defined, the term "Lot" does not refer to Common Area, even if platted and numbered as a Lot. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot. Notwithstanding any provision contained herein to the contrary or the subsequent combination of two Lots through replat or otherwise, for purposes of calculating the regular or special assessments for each Lot or for determining voting rights under either Article 7 or Article 8 below there shall be fifty (50) Lots in the Property.*

(c) Section 6.5 of Article 6 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

6.5 ACCESSORY SHEDS. *Accessory structures, such as dog houses, gazebos, metal storage sheds, playhouses, and greenhouses are permitted as long as they are typical for LAGUNA BAY in terms of type, number, size, location, color, material, and height. A workshop must be constructed of the same material as the primary dwelling on the Lot. Metal storage*

sheds shall not exceed 10 x 10. Accessory structures may not be located in front yards or in unfenced portions of side yards facing streets. If an accessory structure that is visible from the street or another Lot is installed on a Lot without the prior written approval of the Architectural Reviewer, the Architectural Reviewer reserves the right to determine the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the Owner to screen it or remove it.

(d) Section 6.13 of Article 6 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

6.13 FENCES. *This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences, including the types and location of fences within 30 feet (30') of natural beach area (the "Beach Area") adjoining the Lot and canal behind it with the intent of not interfering or obstructing the natural view of the canal from the Lot. The height of fences must be four feet (4'). Fences must be made of iron, painted or powder coated black, or other Architectural Reviewer-approved material. Any portion of a fence that faces a street, alley, or Common Area must have a "finished side" appearance. All wood privacy fences must have metal posts with concrete footings. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials and the approval of the Tarrant Regional Water District. Fences may not be constructed between a dwelling's front building line and the street. The use of barbed wire and chain-link fencing is prohibited. The use or application of paint or a stain that cures in a solid color is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Architectural Reviewer, clear sealants may be applied.*

(e) Section 6.15 of Article 6 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

6.15 GARAGES. *Without the board's prior written approval, the original garage area of a Lot may not be enclosed or used for any purpose that prohibits the parking of two (2) standard-size operable vehicles therein.*

(f) Section 7.3 of Article 7 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

7.3 MEMBERSHIP. *Each Owner is a member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the Association. There shall be one (1) vote that may be cast for each Lot provide, however, in the event two Lots are combined into one, the Owner of the remaining combined Lots will be entitled to cast two (2) votes. If a Lot is owned by more than person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the Lot, but only one (1) vote may be cast for said Lot. A member who sells his Lot under a contract for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the board. However, the contract seller remains liable for all assessments attributable to his Lot until fee title to the Lot is transferred.*

(f) Section 7.10.2 of Article 7 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

7.10.2 Transfers. *Each Owner will pay transfer fees and the cost of a resale certificate upon obtaining title to a Lot.*

(g) Section 8.5 of Article 8 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

8.5 BASIS & RATE OF ASSESSMENTS. *The share of liability for common expenses and special assessments allocated to each Lot is uniform for all Lots, regardless of a Lot's location or the value and size of the Lot or dwelling, provided, however, the Owner of two (2) Lots which have been combined will be responsible for payment of assessments as if the two (2) Lots had never been combined. Declarant is exempt from assessments as provided in Article 16 herein, below.*

(h) Section 8.12 of Article 8 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

HOA SALE FEES. *Charges or fees which arise at closing, and are to be paid to the Association's managing agent, shall be limited to a transfer fee (to cover administrative costs involved in documenting title transfers) and the cost to issue*

a resale certificate pursuant to Section 207.003 of the Texas Property Code, as approved by the board (collectively, "HOA Sale Fees"). As used in this Section, HOA Sale Fees do not include a buyer's prepaid and/or pro-rata assessments. HOA Sale Fees are not refundable by the Association or its managing agent, and may not be regarded as a prepayment of or credit against assessments.

(i) Subsection (e) of Section 11.2.2 of Article 11 of the Laguna Bay Declaration is amended to read, in its entirety, as follows:

e. not allow any vegetable garden planted on a Lot to become unsightly by failing to remove weeds or maintain borders, or interfere with or obstruct the natural view of the canal from any Lot by installing any structure within a vegetable garden.

(j) Subsection e. of Section 2.10 of the Rules, Regulations and Restrictions (Exhibit B to the Laguna Bay Declaration) is amended to read, in its entirety, as follows:

e. Motor Homes. Overnight parking of motor homes will be permitted for a period not to exceed 48 hours for the purpose of loading and unloading. Motor homes owned or rented by guests may not park overnight in Laguna Bay's Streets or in the homeowner's driveway or yard.

(k) Section 2.11 of the Rules, Regulations and Restrictions (Exhibit B to the Laguna Bay Declaration) is amended to read, in its entirety, as follows:

2.11 Parking for Parties or Gatherings. Laguna Bay has limited parking. Residents are encouraged to have guests carpool if at all possible. If a gathering will result in the presence of more than ten cars within the Property, arrangements must be made by the resident hosting the event to ensure streets are not blocked or interfere with the right of ingress and egress of other residents. Laguna Bay reserves the right to refuse entry of vehicles if the potential for a hazardous situation may be caused by the additional traffic being allowed in Laguna Bay.

(l) Section 3.2 of the Rules, Regulations and Restrictions (Exhibit B to the Laguna Bay Declaration) is amended to read, in its entirety, as follows:

3.2 Number of Pets. No more than four (4) household pets will be permitted on each Lot. Pets must be restrained or confined by their Owner to the back yard of the applicable Lot or within the residence erected thereon.

(m) Section 4.4 of the Rules, Regulations and Restrictions (Exhibit B to the Laguna Bay Declaration) is amended to read, in its entirety, as follows:

4.4 Construction Schedule. Approved construction is limited to Monday through Friday 7:00 a.m. to 7:00 p.m. No construction is permitted on the weekends or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

(n) Section 6.3 of the Rules, Regulations and Restrictions (Exhibit B to the Laguna Bay Declaration) is amended to read, in its entirety, as follows:

6.3 Approval Conditioned on Payment of a Construction Deposit. All approvals shall be conditioned on the payment of a deposit to the order of the Association. Failure to pay a deposit prior to the commencement of construction shall render the approval null and void. The security deposit for original construction shall be \$1,000.00. The Architectural Reviewer may reduce or waive the required security deposit for anything other than original construction of a dwelling. The deposit shall constitute security and a source to pay any damages assessed by the Association against Owner under the provisions of Section 7.3 herein below. Such deposit shall be used for that purpose only and if no damages are assessed or are owing by Owner to the Association (for damages to any portion of the Common Area) or to the Owner or residents of any other Lot in the Property, the entire amount of such deposit shall promptly be refunded to Owner at the time of the completion. If a builder tenders a deposit on behalf of the Owner, the builder's deposit will be subject to all conditions contained herein and treated as if paid by the Owner.

(o) Section 8.1 of the Rules, Regulations and Restrictions (Exhibit B to the Laguna Bay Declaration) is amended to read, in its entirety, as follows:

8.1 Construction Materials. The total exterior wall area (as that term is defined below) of the single-family residential dwelling and other permanent structure placed on any Lot in the Property after the appropriate written approval for those improvements has been properly obtained by the Owner of such Lot shall be

constructed of brick, stone, stucco, "Hardy Board" or other masonry material approved by the Architectural Reviewer. The term "total exterior wall area" as used in this Section 8.1, means and includes both first and second story exterior walls, and shall exclude only the surface area of such exterior walls that is comprised of windows, doors and gables.

(p) Section 9.5 of the Rules, Regulations and Restrictions (Exhibit B to the Laguna Bay Declaration) is amended to read, in its entirety, as follows:

9.5 Building Time. Construction of a dwelling on a Lot, once commenced, must continue with diligence until completion. Construction must be completed no later than 12 months from commencement of construction. It is required that Lots be cleaned, and kept clean and mowed.

The terms and provisions of the Laguna Bay Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Laguna Bay Declaration and now this Second Amendment, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Laguna Bay Property Owner's Association has caused this Second Amendment to be executed by its duly authorized representative.

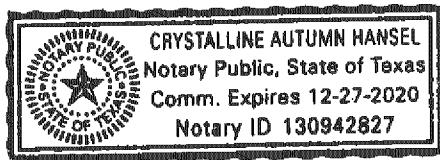
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**LAGUNA BAY PROPERTY
OWNER'S ASSOCIATION**

By: 
Don Manning, President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 28th day of August, 2017, by Don Manning, President of the Laguna Bay Property Owner's Association, on behalf of said corporation.




Notary Public, State of Texas

CERTIFICATION OF AMENDMENT

I, Don Manning, the duly-elected President of the Laguna Bay Property Owner's Association, hereby certify:

That this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Laguna Bay was approved by Owners of no less than a majority of the lots in the Laguna Bay Subdivision as evidenced by written consents of such Owners, and do approve the same for recording in the Official Public Records of Tarrant County, Texas.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this the 28th day of August, 2017.


Don Manning, President

EXHIBIT A

Those tracts and parcels of real property located in the City of Pelican Bay, Tarrant County, Texas, more particularly described as follows:

- (a) All lots and tracts of land situated in **LAGUNA BAY, an Addition to the City of Pelican Bay, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 13104, Plat Records, Tarrant County, Texas.**