

AFTER RECORDING RETURN TO:

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**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAKERS BRANCH ESTATES**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAKERS BRANCH ESTATES (this "Second Amendment") is made as of the date set forth below by the Bakers Branch Estates Homeowners' Association, Inc. (the "Association") on behalf of its Members.

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bakers Branch Estates, executed on February 24, 1999, by Bakers Branch Estates, Ltd., a Texas limited partnership, was filed of record on February 25, 1999, as Instrument No. 99-R0018129, and is recorded in Volume 4284, Page 01823, *et seq.*, of the Real Property Records of Denton County, Texas (the "Bakers Branch Declaration"); and

WHEREAS, the Bakers Branch Declaration was amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Bakers Branch Estates, filed on August 18, 2003 as Instrument No. 2003-R0134660, and recorded in Volume 5398, Page 0530, *et seq.* of the Real Property Records of Denton County, Texas (the "First

Amendment"); and

WHEREAS, the Bakers Branch Declaration and the First Amendment affect certain tracts or parcels of real property in Denton County, Texas, more particularly described on Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, under Article 10, Section 10.2 of the Bakers Branch Declaration, the terms thereof may be amended by an instrument signed by Owners constituting not less than seventy-five percent (75%) of the votes of the Bakers Branch Estates Homeowners Association, Inc. Attached hereto as Exhibit A are ballots containing the signatures of Owners constituting no less than seventy-five percent (75%) of the votes of the Bakers Branch Estates Homeowners Association, Inc. thus approving of the following amendment to the Bakers Branch Declaration.

NOW, THEREFORE, the Bakers Branch Declaration is hereby amended as follows:

(a) Section 2.6 of Article 2 of the Bakers Branch Declaration is amended to read, in its entirety, as follows:

2.6 Funding. Subject to the terms of this Article, Declarant, for each No Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) acquisition assessments, such assessments to be established and collected as hereinafter provided. Such assessments shall remain effective for the full term (and extended term, if applicable) of this Declaration. The annual, special and acquisition assessments, together with interest, late charges, collection fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each such assessment is made. Although each such assessment, together with interest, late charges, collection fees, costs and reasonable attorneys' fees are the personal obligation of the Owner of such Lot at the time the assessment fell due, upon the transfer of title to a Lot, the

grantee shall be jointly and severally liable with the grantor for any assessments or other charges due at the time of conveyance.

(b) Section 2.7 of Article 2 of the Bakers Branch Declaration is amended by adding a new paragraph (e) which shall read, in its entirety, as follows:

(e) Acquisition Assessments. At any time record title is transferred to a new Owner, an acquisition assessment shall be paid to the Association by such new Owner at closing in the amount of Two Hundred Seventy-Five and No/100 Dollars (\$275.00) for each Lot acquired. Acquisition assessments shall be in addition to, and not in lieu of, any other assessments provided for herein. Acquisition assessments are not refundable and shall be available for all necessary expenditures of the Association as determined by the Board. In addition to the foregoing but still considered an assessment hereunder, the Association or its managing agent may charge a reasonable transfer fee and a reasonable charge for issuance of a Resale Certificate and production of documents of the Association as required under the Texas Property Code, such fees and charges to be paid no later than closing of the sale of any Lot to a new Owner.

The terms and provisions of the Bakers Branch Declaration and the First Amendment, 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 Bakers Branch Declaration, the First Amendment and 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 Bakers Branch Estates Homeowners Association, Inc., after having received the requisite number of votes of Owners, has caused this First Amendment

to be effective as of the date it is filed of record with the Denton County Clerk's Office.

**BAKERS BRANCH ESTATES
HOMEOWNERS ASSOCIATION,
INC.**

By: *Monika Rabin*
Its: *President*

By: *S. Edmund*
Its: *Secretary*

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the *1* day of *February*, 2004, by *Monika Rabin & S. Edmund Rabin*, the *President & Secretary* of Bakers Branch Estates Homeowners Association, Inc. on behalf of said corporation.

Susan Garrett
Notary Public, State of Texas

