

**2ND THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AERO COUNTRY EAST**

THIS 2ND THIRD TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AERO COUNTRY EAST (this "Amendment") is made to be effective as of the 20TH day of January, 2016 (the "Effective Date"), by AERO COUNTRY EAST ASSOCIATION, INC., a Texas Domestic Non-Profit Corporation (the "Association").

RECITALS

WHEREAS, Heave Ventures LLC, a Texas limited liability company (the "Original Declarant") prepared and recorded that certain Declaration of Covenants, Conditions and Restrictions for Aero Country East ("Declaration") dated January 13, 2010, and recorded January 26, 2010, as Instrument No. 20100126000084130 in the Deed Records of Collin County, Texas, and the Original Declarant caused the Declaration to be recorded for the "Property" more particularly described in the Declaration (the "Property"); and

WHEREAS, the Original Declarant prepared and recorded that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Aero Country East, dated July 6, 2010, and recorded July 7, 2010, as Instrument No. 20100707000693910 in the Deed of Records of Collin County, Texas, (the "First Amendment"); and

WHEREAS, the Original Declarant prepared and recorded that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Aero Country East dated December 14, 2012, and recorded December 14, 2012, as Instrument No. 20121214001597110 in the Deed Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS, the Original Declarant was the sole declarant under the Declaration and was the sole Class B Member of the Aero Country East Association, Inc. (the "Association"); and

WHEREAS, the Original Declarant assigned all of the Original Declarant's rights, privileges and obligations as the declarant and its rights, privileges and obligations as the sole Class B Member of the Association to Lattimore Properties, Inc. (the "Temporary Declarant"), as set forth in that certain Assignment of Declarant and Class "B" Member Status and Rights dated March 9, 2015, under Instrument No. 20150310000262400 of the Deed Records of Collin County, Texas; and

WHEREAS, the Temporary Declarant assigned all of the Temporary Declarant's rights, privileges and obligations as the declarant and its rights, privileges and obligations as the sole Class "B" Member of the Association to Declarant, as set forth in that certain Assignment of Declarant and Class "B" Member

Status and Rights dated April 16, 2015, under Instrument No. 20150420000442890 of the Deed Records of Collin County, Texas; and

WHEREAS, the Declarant prepared and recorded that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Aero Country East dated May 1, 2015, and recorded June 11, 2015, as Instrument No. 20150611000696950 in the Deed Records of Collin County, Texas (the "Third Amendment"); and

WHEREAS, the Declarant terminated the Class "B" Membership under Section 3.2(b) of that certain Declaration and assigned all of the Declarant's rights, privileges and obligations as the declarant and its rights, privileges and obligations, as set forth in that certain Assignment of Declarant and Class "B" Member termination to Class "A" Members recorded in the Deed Records of Collin County, Texas; and

WHEREAS, the Class "A" Members nominated and appointed the Board of Directors (the "Board") as set forth in that certain BYLAWS of AERO COUNTRY EAST ASSOCIATION, INC. (the "Bylaws") under Article III of the Bylaws, and such Board assumed the Powers and Duties as set forth under Article III, Section C. of the Bylaws; and

WHEREAS, the Board determined that a Fourth Amendment to the Declaration was required as defined in Section 6.5(b). of that certain Bylaws and called a special vote of Class "A" Members as defined in Section 2.13 of that certain Bylaws, of which the Class "A" Members approved such Fourth Amendment and the Board therefore has the power to execute such Fourth Amendment on behalf of the Class "A" Members

NOW, THEREFORE, the Declaration is hereby amended in the following particulars:

1. Article 1, Section 1.11 of the Declaration is hereby amended by deleting this Section and replacing it with:

Section 1.11 "Class 'A' Member(s)" shall be all Owners who are subject to membership in the Association except a Class "C" Member or the Class "B" Member. Class B Member is hereby terminated and converted to Class "A" Member for each Lot, if any, which it owns.

2. Section 1.23 is hereby amended by deleting this Section its entirety and replacing with:

Section 1.23 "Hangar" shall mean a structure having a roof, supported by walls and primarily intended for the shelter, housing or enclosure of aircraft.

3. Section 1.25 is hereby amended by adding the following to the last sentence:

and a Lot on which T Hangar Structure is to be constructed shall be referred to herein as a "T Hangar Lot".

4. Article I of the Declaration is hereby amended by adding this Section 1.37:

Section 1.37 "Class 'C' Member(s)" shall be all Owners of T-Hangar Structures.

5. Article I of the Declaration is hereby amended by adding this Section 1.38:

Section 1.38 "T-Hangar Structures" shall mean a building that is configured to contain multiple hangars within the Building Structure located on a Lot. Each hangar within the structure shall be defined individually as "T-Hangar". T-Hangar Structures cannot be subdivided by Owner and Owner shall not subdivide, sell or convey portions of the Building Structure.

6. Article II, Section 2.1(b) is hereby amended by deleting the Section in its entirety and replacing with:

(b) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of vehicles which may be parked on the Common Area and limiting the number of guests that may use the Common Area recreational facilities. Notwithstanding any other provision contained herein to the contrary, no more than one (1) unaccompanied guest of an Owner may use the Association's amenity center and recreational facilities.

7. Article II, last paragraph of Section is hereby amended by deleting this paragraph in its entirety and replacing with:

Any Owner may extend his or her right of use and enjoyment to the members of his or her family and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. Use of the Common Area recreational facilities by lessee or tenant of a T-Hangar is prohibited.

8. Article III, Section 3.2(a) is hereby amended by deleting the first sentence in its entirety and replacing such first sentence with:

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member or Class "C" Member, if any. Class "A" Members shall be entitle to one equal vote for each Lot in which they hold the interest required for membership under Section 3.1, except that there shall be only one vote per Lot. Notwithstanding the foregoing, Class "A" Members owning Lots for which a Certificate of Occupancy has not been issued shall be entitle to only one-half (1/2) of one vote for each such Lot. Class "C" Members shall have Class "A" votes as further defined in Article III, Section 3.2(c).

9. Article III is hereby amended by adding this Section 3.2(c):

(c) Class "C". Class "C" Members shall be all Owners of T-Hangar Structures. Class "C" Members shall be entitled to one equal Class "A" vote for each 5 T-Hangars as a whole within the T-Hangar Structure in which they hold the interest required for membership under Section 3.1.

Notwithstanding the foregoing, Class "C" Members owning T-Hangar Lots for which a Certificate of Occupancy has not been issued shall be entitled to only one-half (1/2) of one Class "A" vote for each 5 T-Hangars as a whole within the T-Hangar Structure. For T-Hangar Structures with T-Hangars that are not in multiple of 5 T-Hangars, the additional T-Hangars shall not receive a vote. As an example, if a T-Hangar Structure contains 12 T-Hangars and has been issued a Certificate of Occupancy, the Owner shall have 2 Votes.

10. Article IV, Section 4.3 is hereby amended by deleting the last sentence in its entirety and replacing such last sentence with:

Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of a majority of the Class "A" votes.

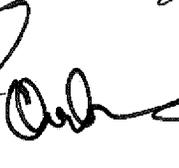
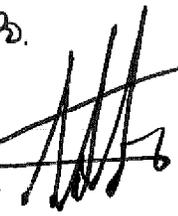
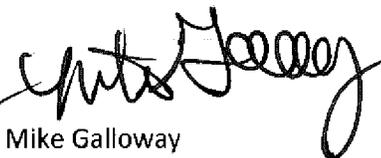
11. Article XII, Section 12.1 is hereby amended by deleting the section in its entirety and replacing with:

Section 12.1 General. The property shall be used primarily for private aviation including airplane hangars and accessory uses customarily related to private aviation consistent with the Governing Documents. Lots with a Townhome shall be used primarily for single family residential purposes in addition to private aviation purposes and accessory uses customarily related to private aviation consistent with the Governing Documents.

12. Except as herein provided, all of the terms, covenants, conditions and stipulations contained in the Declaration, as amended, shall continue with like force and effect and to all legal intents and purposed, and the Property, and the Owners thereof, shall continue to be bound by the Declaration as amended hereby.

(the remainder of this page is intentionally left blank; signature page to follow)

IN WITNESS WHEREOF, the Board of the Association has executed this FOURTH AMENDMENT as of the 25th day of July, 2016. 24th

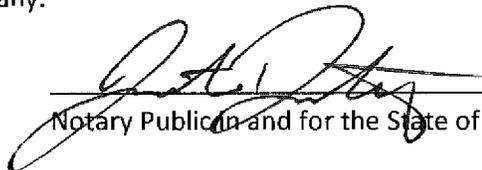
				
Paul Metzger	Chad Cohoon	Steve Street	Rene Dugas	Mike Galloway
President	Vice President	Secretary	Treasure	Board Member

ACKNOWLEDGEMENT

STATE of TEXAS

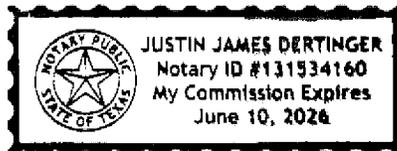
COUNTY OF COLLIN

BEFORE ME, the undersigned a Notary Public in and for the State of Texas, on the 25th day of July, 2016, 24th personally appeared the Board of Directors for Aero Country East Association, Inc., a Texas Domestic Non-Profit Corporation, and acknowledged that the Board of Directors executed the foregoing document on behalf of said company.


Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Board of Directors
Aero Country East Association, Inc.
99 Lloyd Stearman Drive
McKinney, TX 75071



**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2024000091645

eRecording - Real Property

AMENDMENT

Recorded On: July 29, 2024 01:31 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$41.00

***** 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: 2024000091645
Receipt Number: 20240729000535
Recorded Date/Time: July 29, 2024 01:31 PM
User: Kim D
Station: Workstation cck024

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

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 Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX