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06/17/2019 10:25:15 AM 1/5

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR AERO COUNTRY EAST**

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Aero Country East (this "Amendment") is made and entered into as of the 30<sup>th</sup> day of May, 2019 (the "Effective Date"), by Aero Country East Association, Inc., a Texas non-profit corporation (the "Association").

**RECITALS:**

WHEREAS, Heavy 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 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 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 Aero Country Ventures, LLC ("Last 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 Last 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 Last Declarant no longer owns any portion of the Property and the Class "B" membership has terminated; and

WHEREAS, pursuant to Article XVII, Section 17.2(b) and as shown through Exhibit A attached hereto and incorporated by reference, this Amendment has been approved by the affirmative vote or consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total Class "A" votes in the Association, and the consent of the City; and

WHEREAS, all capitalized terms not defined herein shall have the meaning as defined in the Declaration; and

WHEREAS, the Association desires, and as authorized pursuant to Article XVII, Section 17.2(b), to further amend the Declaration as set forth herein;

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

1. Article III, Section 3.2(a) of the Declaration is hereby amended by deleting that subsection in its entirety and replacing it with the following:

"(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall be entitled 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.

Where there is more than one Owner of the Lot, the vote for such Lot shall be exercised as the co-Owners determine between themselves and advise the Secretary of the Association in writing prior to the vote being cast. In the absence of such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it."

2. Article X, Section 10.2(b) of the Declaration is hereby amended by deleting that subsection in its entirety and replacing it with the following:

"(b) Computation. The Base Assessment shall be levied on a pro rata basis determined by the combined Townhome and/or Hangar square footage, or the maximum square footage allowed by a Lot in the event no Townhome and/or Hangar has been constructed. The square footage to be utilized for each Lot is set forth in Schedule A attached hereto and incorporated by reference. The Base Assessment shall be computed by taking the total square footage occupied on a particular Lot, or the maximum amount of square footage allowed in the event of an undeveloped Lot, as shown on Schedule A, and dividing it by the total square footage of all Lots governed by this Declaration, and shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of assessments, the Board may consider other sources of funds available to the Association."

3. Article X, Section 10.9 of the Declaration is hereby amended by deleting that subsection in its entirety and replacing it with the following:

"Section 10.9 Capitalization of the Association. Upon each transfer of record title to a Lot, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to the annual Base Assessment for the transferred Lot for the year in which the transfer occurred. This amount shall be in addition to, not in lieu of, the annual Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sale escrow account and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws."

4. Article XI, Section 11.3(b) of the Declaration is hereby amended by deleting the final paragraph of the subsection its entirety and replacing it with the following:

“The construction of a Hangar or Townhome shall be completed within one (1) year of commencement of construction or such shorter period as the Committee may specify in the notice of approval, unless completion with such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Committee.”

5. Except as modified by the First Amendment, Second Amendment, Third Amendment and this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS THEREOF, the Board of the Association has hereunto set forth its signature as of the day and year set forth above as authorized by the affirmative vote or consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total Class “A” votes in the Association.

[intentionally left blank; signature page to follow]

ASSOCIATION:

[Signature]  
Mike Wooten, President of the Board

[Signature]  
Bob White, Treasurer of the Board

[Signature]  
Wes Huff, Secretary of the Board

[Signature]  
Rick Henry, Vice President of the Board

[Signature]  
Mike Jensen, Board Member

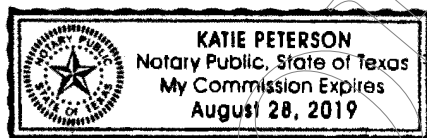
STATE OF TEXAS

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 20th day of MAY, 2019, by Mike Wooten, Bob White, Wes Huff, Rick Henry and Mike Jensen, representing the Board for Aero Country East Association, Inc., a Texas non-profit corporation.



Katie Peterson  
NOTARY PUBLIC, STATE OF TEXAS

CITY OF MCKINNEY:

Reviewed and approved by:

[Signature]

Printed Name: Barry Shelton  
Its: Assistant City Manager

**After recording return to:**

Plunk Smith, PLLC  
c/o Adam Plunk  
1701 Legacy Dr., Suite 2000  
Frisco, Texas 75034

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR AERO COUNTRY EAST

# SCHEDULE A

**Aero Country East Association, Inc.**  
**Individual Lot Square Footage used to determine Assessments**  
 (These are the agreed square footages with ACPOA)

ACEA Lot # and address		Type of Property	Square Footage per ACPOA
2-R	99 Lloyd Stearman	Swim Pool	3,600
3-R	105 Lloyd Stearman	Townhome	3,600
4-R	109 Lloyd Stearman	Townhome	4,500
5-R	201 Lloyd Stearman	Townhome	4,500
6-R	205 Lloyd Stearman	Townhome	4,500
7-R	209 Lloyd Stearman	Townhome	4,500
8-R	213 Lloyd Stearman	Townhome	4,500
9-R	301 Lloyd Stearman	Townhome	4,500
10-R	307 Lloyd Stearman	Townhome	4,500
11-R	309 Lloyd Stearman	Townhome	4,500
12-R			
13-R			
14-R	9413 Skywagon	Hangar	3,600
15-R	9409 Skywagon	Hangar	3,600
16-R	9405 Skywagon	Hangar	3,600
17-R	9401 Skywagon	Hangar	3,600
18-R	9408 Skywagon	Hangar	3,600
19-R	9404 Skywagon	Hangar	3,600
20-R	9400 Skywagon	Hangar	3,600
21-R	9409 Bonanza	Hangar	3,600
22-R	9405 Bonanza	Hangar	3,600
23-R	9401 Bonanza	Hangar	3,600
24-R	9408 Bonanza	Hangar	5,400
25-R			
26-R	9400 Bonanza	Hangar	5,400
27-R	9409 Piper Cub	Hangar	3,600
28-R	9405 Piper Cub	Hangar	3,600
29-R	9401 Piper Cub	Hangar	3,600
30-R	9408 Piper Cub	Hangar	3,600
31-R	9404 Piper Cub	Hangar	3,600
32-R	9400 Piper Cub	Hangar	3,600
33-R	9409 Lear Jet	Hangar	3,600
34-R	9405 Lear Jet	Hangar	3,600
35-R	9401 Lear Jet	Hangar	3,600
36-R			
37-R	9408 Lear Jet	Hangar	5,760
38-R	9404 Lear Jet	Hangar	5,760
39-R	9400 Lear Jet	Hangar	5,760
<b>Total Square Footage</b>			<b>139,680</b>

✂ Lots that have been removed from the development by various replats.

Filed and Recorded  
 Official Public Records  
 Stacey Kemp, County Clerk  
 Collin County, TEXAS  
 06/17/2019 10:25:15 AM  
 \$42.00 NPRECELLA  
 20190617000691140



*Stacey Kemp*