

AFTER RECORDING RETURN TO:

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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
KING OAKS**

Cross Reference to Declaration of Covenants, Conditions and Restrictions - King Oaks, recorded under Document No. 00212660, Official Public Records of Grimes County, Texas; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions - King Oaks recorded under Document No. 00246778, Official Public Records of Grimes County, Texas.

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KING OAKS**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for King Oaks (the "**Amendment**") is made by **SOUTHSTAR AT KING OAKS, LLC**, a Texas limited liability company ("**SouthStar**"), and is as follows:

RECITALS:

A. Bluegreen Southwest One, L.P., a Delaware limited partnership, previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions – King Oaks recorded under Document No. 00212660, Official Public Records of Grimes County, Texas, and as further amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions – King Oaks recorded under Document No. 00246778, Official Public Records of Grimes County, (collectively, the "**Declaration**").

B. Pursuant to the terms and provisions of that certain Assignment Declarant's Rights recorded under Document No. 00249814 in the Official Public Records of Grimes County, Texas, SouthStar presently holds all rights of the "**Declarant**" under the Declaration. For the purpose of this Amendment, all references herein to the Declarant shall mean and refer to SouthStar acting in such capacity.

C. Pursuant to *Article 13.5* of the Declaration, the Declaration may be amended unilaterally during the Development Period, without consent of other Owners or any mortgagee for any purpose, provided the amendment has no material adverse effect on any right of any Owner.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Working Capital.** *Section 8.9* is hereby added to the Declaration as follows:

8.9 Working Capital Assessment. Each Owner (other than Declarant) of a Lot will pay a one-time working capital assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any working capital assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the working capital assessment to a particular Owner, the Declarant's during the Development Period, and thereafter the Board's, determination regarding the application of the exception will be binding and conclusive without regard to any contrary interpretation of this *Section 8.9*. The working capital assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 8* and will not be considered an advance payment of such Assessments. The working capital assessment hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

2. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Grimes County, Texas.

[SIGNATURE PAGE TO FOLLOW]

DECLARANT:

SOUTHSTAR AT KING OAKS, LLC, a Texas limited liability company

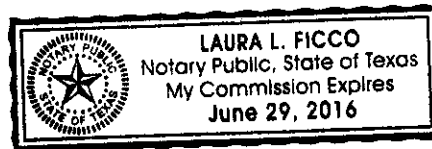
By: [Signature]
Printed Name: Jesse Keaster
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 31st day of July, 2014, by Jesse Keaster, Vice President of SouthStar at King Oaks, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public, State of Texas

(seal)



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As a RECORDINGS

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STATE OF TEXAS COUNTY OF GRIMES
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Grimes County
as stamped hereon by me.
Aug 05, 2014

David Pasket, Grimes County Clerk
Grimes County

SECOND AMENDMENT TO DECLARATION
KING OAKS PROPERTY OWNERS ASSOCIATION, INC.