

AFTER RECORDING RETURN TO:

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**FOURTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS LAKE
RIDGE AT JOE POOL LAKE, SECTION 22A "THE SUMMIT"**

**STATE OF TEXAS §
 §
COUNTY OF ELLIS §**

KNOW ALL MEN BY THESE PRESENTS:

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lake Ridge at Joe Pool Lake, Section 22A (THE SUMMIT) (the "Declaration"), executed by BLUEGREEN SOUTHWEST ONE, L.P., formerly known as PROPERTIES OF THE SOUTHWEST, L.P., a Delaware limited partnership, duly authorized to do business in the State of Texas, acting therein by and through its General Partner, BLUEGREEN SOUTHWEST LAND, INC., a Delaware corporation, authorized to do business in the State of Texas, (hereinafter referred to as "Bluegreen"), was filed of record on July 5, 2006, and is recorded in Volume 2232, Page 0666, *et seq.* of the Official Public Records of Ellis County, Texas; and

WHEREAS, the Declaration has been amended by virtue of that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions Lake Ridge at Joe Pool Lake Section 22A "The Summit" was filed on February 20, 2008, and recorded in Volume 2369, Page 0756, *et*

**FOURTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LAKE RIDGE AT JOE POOL LAKE, SECTION 22A "THE SUMMIT"**

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seq. of the Official Public Records of Ellis County, Texas (the “First Amendment”); and

WHEREAS, the Declaration has been amended by virtue of that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions Lake Ridge at Joe Pool Lake Section 22A “The Summit” was filed on February 10, 2012, and recorded in Volume 2611, Page 495, *et seq.* in the Official Public Records of Ellis County, Texas (the “Second Amendment”); and

WHEREAS, the Declaration has been amended by virtue of that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions Lake Ridge at Joe Pool Lake Section 22A “The Summit” was filed on March 17, 2014, and recorded in Volume 2754, Page 2134, *et seq.* of the Official Public Records of Ellis County, Texas (the “Third Amendment”); and

WHEREAS, the Declaration affects certain tracts or parcels of real property located in Ellis County, Texas, more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Southstar at Lake Ridge, LLC is the successor-in-interest to Bluegreen and, as such, is the “Developer” as that term is used in the Declaration; and

WHEREAS, pursuant to Article XI, Section 11.03 of the Declaration, Developer has the right, at any time, and from to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend the Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the any purpose it deems necessary, provided any such amendment is consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration and does not impair or adversely affect the vested or

other rights of any Owner or his mortgagee; and

WHEREAS, this amendment is made prior to the Control Transfer Date, and Developer desires to amend the Declaration for purposes in furtherance of the of the general plan and scheme of development as evidenced by the Declaration and does not impair or adversely affect the vested or other rights of any Owner or his mortgagee.

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

(A) The following is added to the end of Section 3.01 of Article III of the Declaration and shall read as follows:

The Developer and, following the Control Transfer Date, the Board may promulgate and amend from time to time Design Guidelines which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of the covenants and restrictions contained herein. Such Design Guidelines shall supplement this Declaration and are incorporated herein by reference. In reviewing any set of plans and specifications submitted to the Committee for review, the Committee is authorized to approve or deny such plans and specifications based on any provision of this Declaration or the Design Guidelines. The Committee may, from time to time, in its sole discretion, permit Owners to construct, erect or install improvements which are in variance from the requirements of this Declaration or which may be contained in the Design Guidelines. In any case, however, such variances shall be in basic conformity and shall blend effectively with the general architectural style and design of the community.

(B) Section 3.02 of Article III of the Declaration is hereby amended to read, in its entirety, as follows:

Section 3.02 **Composite Building Sites.** *Any Owner of one or more Tracts may, with the prior written approval of the Committee and the City of Cedar Hill, combine such Tracts into a single Tract. The combination of two Tracts requires a re-plat that must be approved by the City of Cedar Hill and recorded in the Map or Plat Records of Ellis County, Texas, and*

any utility easements along the original Tract lines must be vacated by the appropriate utilities. The Owner of a combined Tract is responsible for installing sidewalks, as provided in Section 3.17, along any portion of the combined Tract that fronts a Street.

(C) Sub-section (d) of Section 3.15 of Article III of the Declaration is hereby amended to read, in its entirety, as follows:

d. No vehicles or similar equipment shall be parked in an area that is visible from any Street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. The parking of vehicles which are allowed to be parked in an area visible from any Street must be confined to driveways, garages or the Street. The parking or storage of any vehicle for any period of time on the lawn of any Tract is strictly prohibited. The parking or storage of any vehicle on a Tract not owned by the owner of the vehicle is strictly prohibited.

(D) Section 3.18A is added to Article III of the Declaration and shall read, in its entirety, as follows:

Section 3.18A Propane Tanks. The installation of propane tanks are allowed on Tracts so long as these have been approved in writing by the Committee prior to installation. In determining whether a request to install a propane tank should be approved, the Committee is allowed to consider the location of the proposed installation and its possible effect on neighboring Tracts. The Committee shall require that the tank not be visible from any Street or road. To fulfill the foregoing requirement, the propane tank must be installed underground or be fully screened with masonry walls matching the masonry of the Dwelling located on the same Tract.

(E) The Second Amendment is hereby rescinded *ab initio* such that Sub-section (a) of Section 6.02 of Article VI of the Declaration shall be deemed to read, since July 3, 2006 to the present, as follows:

a. The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund," which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the Association. The Maintenance Charged for the year of purchase shall be pro-rated at closing and then shall be paid annually, in advance, on or before the first (1st) day of the first (1st) month) of each calendar year. Provided, however, that if an Owner owns more than one Tract in Lake Ridge at Joe Pool Lake, such Owner shall pay only twice the assessment of one (1) Tract no matter how many Tracts are owned. In the event the Owner obtains consent and approval for a Composite Building Site pursuant to Section 3.02 hereof, such Composite Building Site shall, for this purpose, be considered one Tract beginning upon completion of the improvements thereon.

(F) Sub-section (a) of Section 8.02 of Article VIII of the Declaration is hereby amended to read, in its entirety, as follows:

a. The SubAssociation Maintenance Charge referred to shall be used to create a fund to be known as the "SubAssociation Maintenance Fund," which shall be used as herein provided; and such SubAssociation Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the Association. The SubAssociation Maintenance Charged for the year of purchase shall be pro-rated at closing and then shall be paid annually, in advance, on or before the first (1st) day of the first (1st) month) of each calendar year. In the event the Owner obtains consent and approval for a Composite Building Site pursuant to Section 3.02 hereof, such Composite Building Site shall, for this purpose, be considered one Tract beginning upon completion of the improvements thereon.

(G) Sub-section (d) of Section 8.02 of Article VIII of the Declaration is hereby amended to read, in its entirety as follows:

d. The Board of Directors, from and after the Control Transfer Date, shall establish the SubAssociation Maintenance Charge for each Tract from year to year as it deems proper to meet the reasonable operation expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder. Subject to the limitations contained herein, the Board of Directors is authorized to increase the SubAssociation Maintenance Charge for each Tract up to ten percent (10%) of the SubAssociation Maintenance Charge for each Tract for the previous year. The SubAssociation Maintenance Charge for each Tract may not be increased more than ten percent (10%) above the SubAssociation Maintenance Charge for the previous year unless approved by a majority of those members of the SubAssociation present at a meeting of the SubAssociation. Notwithstanding anything contained herein to the contrary, the Board of Directors may not increase the SubAssociation Maintenance Charge by more than ten percent (10%) in the aggregate over a three (3) year period without approval from a majority of those members of the SubAssociation present at a meeting of the SubAssociation.

(H) A new Section 8.02A is added to Article VIII of the Declaration and shall read, in its entirety, as follows:

Section 8.02A Special Assessments. In addition to the SubAssociation Maintenance Charge, the SubAssociation, by a majority vote of its members present at a meeting in person, by proxy, absentee ballot or electronic ballot, as defined in the Texas Property Codes, shall have the right from time to time to levy a Special Assessment to cover expenditures deemed necessary by the SubAssociation's Board of Directors, or to cover any shortfalls in the SubAssociation's annual budget. The Special Assessment shall be levied equally against all Tracts and the SubAssociation Board of Directors may determine the due date for such Special Assessment and whether the same is to be paid in monthly installments. The terms and conditions of Section 8.03 of Article VIII of the Declaration of Covenants, Conditions and Restrictions for Lake Ridge at Joe Pool Lake Section 22A (The Summit) are incorporated herein by reference such that the Special Assessment may be secured, enforced and

collected as therein provided.

- (I) A Section 10.10 of Article X of the Declaration is amended to read, in its entirety, as follows:

Section 10.10 Power to Adopt Rules and Regulations. The Board of Directors of the Association or the SubAssociation may adopt, amend, repeal and enforce rules and regulations (“Rules and Regulations”), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation, implementation and enforcement of this Declaration, the operation of the Association or the SubAssociation, the use and enjoyment of Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association or the SubAssociation. Such fines shall be secured by the contractual lien set forth and created in Section 6.03 or Section 8.03 herein, depending on the entity that levies the fine.

- (J) The first sentence only of Section 11.02 a. of Article XI of the Declaration is amended to read, in its entirety, as follows:

a. Articles V, VI of this Declaration, and portions of Article I, Article X and Article XI affecting the Association, may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all Owners..

- (K) Section 11.02 b. of Article XI of the Declaration is amended to read, in its entirety, as follows:

b. This Declaration, except for Articles V and VI, and portions of Article X and Article XI affecting the Association, may be amended or changed, in whole or in part, and at any time, by any one of the following methods:

(i) by the written consent, absentee ballot or electronic ballot of Owners of Tracts in Section 22A entitled to cast no less than 60% of the votes of all of the Owners within Section 22A. To be valid, an amendment to the Declaration

under this sub-paragraph (i) must be approved by the requisite percentage of votes within 365 days of the date the Board of Directors of the SubAssociation solicits votes from all Owners of Tracts in Section 22A for the amendment; or

(ii) by the vote of no less than 67% of the votes of the Owners of Tracts Section 22A present, in person, by proxy, absentee ballot or electronic ballot, at a meeting called for that purpose. Notwithstanding anything contained to the contrary in the Bylaws, the quorum for any meeting called for purposes of this sub-paragraph (ii) shall be the presence of Owners of Tracts in Section 22A representing 40% of all of the votes of the SubAssociation. Written notice of such meeting shall be given to all Owners of Tracts in Section 22A no less than 10 days and no more than 60 days prior to the meeting and shall set forth the amendment as the purpose or one of the purposes of the meeting.

(L) Sub-section c. is added to Section 11.02 b. of Article XI of the Declaration is amended to read, in its entirety, as follows:

c. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Ellis County, Texas, accompanied by a certificate, signed by the President of the Board of Directors of the SubAssociation, stating that the required number of votes of Owners of Tracts in Section 22A approved the amendment. Copies of the ballots pertaining to such amendment shall be retained by the SubAssociation for a period of not less than one (1) year following the date such amendment was filed with the Office of the Ellis County Clerk.

The effect of this Fourth Amendment shall be prospective only and shall not serve to impair any vested rights of an Owner who owns more than one Tract as of the date of this Fourth Amendment is filed of record. If the terms and conditions of this Fourth Amendment conflict with the Declaration, First Amendment, the Second Amendment, or the Third Amendment the terms and conditions of this Fourth Amendment shall control. The terms and provisions of the Declaration, the First Amendment, the Second Amendment and the Third 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 Declaration, the First Amendment, the Second Amendment, the Third Amendment and now this Fourth Amendment.

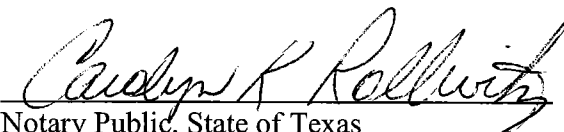
IN WITNESS WHEREOF, this Fourth Amendment, having been executed by a duly authorized representative of Developer, is to be effective upon its filing with the office of the Ellis County Clerk.

SOUTHSTAR AT LAKE RIDGE, LLC.,
a Texas limited liability company

By: 
Jesse Keasler,
Vice-President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24 day of April, 2015, by Jesse Keasler, Vice-President of Southstar at Lake Ridge, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

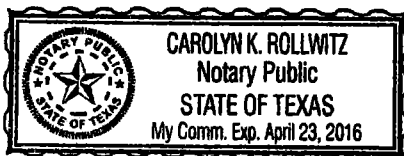


EXHIBIT A

All lots, tracts or parcels of real property known as LAKE RIDGE AT JOE POOL LAKE, SECTION 22A, an Addition to the City of Cedar Hill, Ellis County, Texas, according to the Map or Plat thereof recorded in Cabinet H, Slides 200-204 of the Map Records of Ellis County, Texas.

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law
STATE OF TEXAS, COUNTY OF ELLIS
I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the OFFICIAL PUBLIC RECORDS of Ellis County Texas and stamped hereon



Cindy Polley
COUNTY CLERK ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1510288
ON MAY 11, 2015 AT 11:43:00 AM