

VG-286-2023-4208

**Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090**

Instrument Number: 2023 - 4208

Real Property Recordings

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Parties: RBL2F LLC

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1801 AIRPORT RD

POTTSBORO TX 75076



STATE OF TEXAS
COUNTY OF GRAYSON

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 Records of Grayson County, Texas.

Deana Patterson
County Clerk
Grayson County, TX

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR LAKE
COUNTRY CROSSING, PHASE 1, A SUBDIVISION TO THE CITY
OF POTTSBORO, GRAYSON COUNTY, TEXAS AND AMENDMENT
TO FIRST AMENDMENT TO SAID DECLARATION**

THE STATE OF TEXAS }
 }
COUNTY OF GRAYSON }

I.

RBL2F, LLC., pursuant to the authority granted to it in Article XII, Section 12.02 of the **Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, a subdivision to the City of Pottsboro, Grayson County, Texas** that is recorded as Lake Country Crossing Ph I, Document Number: 2019-139 in the PLAT Records of Grayson County, Texas, dated September 17, 2019, **which Declaration was filed and recorded on September 25, 2019 at Instrument Number 2019-23272 in the real property records of Grayson County, Texas**, hereby Amends the Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing, Phase I, which Amendment shall be effective as of the date of the filing and recording of this instrument, as follows:

1. Art. III, Section 3.04 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

3.04 Development of Property. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot or Dwelling in the Development, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by the Developer, including without limitation, (i) installation and maintenance of any Improvements in or to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Dwellings owned by Developer or of the Common Areas, (iii) installation and maintenance of any water, sewer and any other utility systems and facilities within the Common Areas and (iv) installation of security, trash and refuse facilities.

Art. III, Section 3.04 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

3.04 Development of Property. During the Development Period, Developer shall have the right, but not the obligation, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by the Developer, including without limitation, (i) installation and maintenance of any Improvements in or to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Dwellings owned by Developer or of the Common

Areas, (iii) installation and maintenance of any water, sewer and any other utility systems and facilities within the Common Areas and (iv) installation of security, trash and refuse facilities.

2. Art. V, Section 5.01 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

5.01 Membership. The Owner of each Lot or Dwelling shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling; provided, however, that (a) Developer shall be deemed a member of the Association and shall have one (1) vote for each Lot or Dwelling owned by Developer in the Development, (b) in the event any Lot or Dwelling is owned by more than one (1) person, then the Owner of such Lot shall, by written notice of the Board, designate only one (1) representative to serve as member of the Association who shall exercise all voting rights attributable to the Lot or Dwelling owned by such Owner and (c) no Mortgagee shall become a member of the Association until such time, if at all, that the Mortgagee becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot or Dwelling is vested in Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a Mortgage as security for the payment of an obligation) shall automatically include the transfer of all membership rights of such Owner in the Association with respect to the Lot or Dwelling transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments or other evidence of such membership. Membership or the rights and benefits in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot or Dwelling. Each member of the Association shall at all times comply with the provisions of this Declaration, the Certificate of Formation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board or the members of the Association.

Art. V, Section 5.01 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

5.01 Membership. The Owner of each Lot or Dwelling shall be a member of the Association. Developer shall be deemed a member of the Association during the Development period. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling; provided, however, that (a) Developer shall be deemed a member of the Association and shall have one (1) vote for each Lot or Dwelling owned by Developer in the Development, (b) in the event any Lot or Dwelling is owned by more than one (1) person, then the Owner of such Lot shall, by written notice of the Board, designate only one (1) representative to serve as member of the Association who shall exercise all voting rights attributable to the Lot or Dwelling owned by such Owner and (c) no Mortgagee shall become a member of the Association until such time, if at all, that the

Mortgagee becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot or Dwelling is vested in Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a Mortgage as security for the payment of an obligation) shall automatically include the transfer of all membership rights of such Owner in the Association with respect to the Lot or Dwelling transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments or other evidence of such membership. Membership or the rights and benefits in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot or Dwelling. Each member of the Association shall at all times comply with the provisions of this Declaration, the Certificate of Formation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board or the members of the Association.

3. Art. V, Section 5.02 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

5.02 Board. The Board shall have the rights and duties set forth in the Certificate of Formation and the Bylaws. Developer hereby retains and shall have the right to appoint or remove, with or without cause, any member or members of the Board and any officer or officers of the Association until the earlier of such time as: (a) Developer no longer is the Owner of any Lot or Dwelling within the Development, except a Dwelling used as a personal residence, or, (b) upon the expiration of the Development Period. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Developer such authority to appoint and remove members of the Board and officers of the Association as provided by this Section 5.02.

Art. V, Section 5.02 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

5.02 Board. The Board shall have the rights and duties set forth herein and in the Certificate of Formation and the Bylaws. Developer hereby retains and shall have the right to appoint or remove, with or without cause, any member or members of the Board and any officer or officers of the Association until the latter of such time as: (a) Developer no longer is the Owner of any Lot or Dwelling within the Development, except a Dwelling used as a personal residence, or, (b) upon the expiration of the Development Period. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Developer such authority to appoint and remove members of the Board and officers of the Association as provided by this Section 5.02.

4. Art. V, Section 5.03 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

5.03 Voting Rights. Subject to the rights reserved to Developer in the Certificate of Formation and Bylaws (which, among other things, provides that only Developer, for so long as Developer owns any Lot or Dwelling in the Development, shall be exclusively entitled to take various actions and vote on all matters to be voted on by the members of the Association) and the rights of the Association to suspend any Owner's voting rights or privileges in the Association pursuant to Section 13.01 below, the Owner of each Lot or Dwelling shall be entitled to one (1) vote in any matters submitted to the members of the Association for approval. No Owner, whether one or more persons, shall have more than one membership and one voter per Lot or Dwelling. Such voting rights shall continue to apply to each Lot or Dwelling upon the addition of any of the Additional Property to this Declaration. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the re-subdivision of any Lot by Developer pursuant to Section 3.05 above or the submission of any Additional Property to the terms of this Declaration. In no event, whether as a result of there being multiple ownership interests in any Lot or Dwelling or otherwise, shall more than one vote be allowed for any one Lot or Dwelling. Fractional voting shall not be permitted. For purposes of this Section 5.03, Developer shall be deemed to be the Owner of and entitled to all voting rights attributable to any Lots or Dwellings owned by Developer.

Art. V, Section 5.03 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

5.03 Voting Rights. Subject to the rights reserved to Developer in the Certificate of Formation and Bylaws (which, among other things, provides that only Developer, during the Development Period, shall be exclusively entitled to take various actions and vote on all matters to be voted on by the members of the Association) and the rights of the Association to suspend any Owner's voting rights or privileges in the Association pursuant to Section 13.01 below, the Owner of each Lot or Dwelling shall be entitled to one (1) vote in any matters submitted to the members of the Association for approval. No Owner, whether one or more persons, shall have more than one membership and one voter per Lot or Dwelling. Such voting rights shall continue to apply to each Lot or Dwelling upon the addition of any of the Additional Property to this Declaration. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the re-subdivision of any Lot by Developer pursuant to Section 3.05 above or the submission of any Additional Property to the terms of this Declaration. In no event, whether as a result of there being multiple ownership interests in any Lot or Dwelling or otherwise, shall more than one vote be allowed for any one Lot or Dwelling. Fractional voting shall not be permitted. For purposes of this Section 5.03, Developer shall be deemed to be the Owner of and entitled to all voting rights attributable to any Lots or Dwellings owned by Developer.

5. Art. V, Section 5.06 of the filed Declaration of Covenants, Conditions, Easements, and

Restrictions for Lake Country Crossing Phase I, currently provides as follows:

5.06 Management by Developer or its Affiliates. Developer or any affiliate thereof may be employed as the manager of the Association and the Development for so long as Developer owns any Lot or Dwelling within the Development, at such compensation and on such terms as would be usual, customary, and obtainable in an arms-length transaction with any third party providing comparable services for any real estate development in the **Southwestern** United States of the size, quality and nature of the Development. Each owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, shall be deemed to ratify the provisions of this Section 5.06 and specifically be deemed to have approved any such management agreement entered into by the Association and Developer or any affiliate thereof.

Art. V, Section 5.06 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

5.06 Management by Developer or its Affiliates. Developer or any affiliate thereof may be employed as the manager of the Association and the Development during the Development Period, at such compensation and on such terms as would be usual, customary, and obtainable in an arms-length transaction with any third party providing comparable services for any real estate development in the **Southwestern** United States of the size, quality and nature of the Development. Each owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, shall be deemed to ratify the provisions of this Section 5.06 and specifically be deemed to have approved any such management agreement entered into by the Association and Developer or any affiliate thereof.

6. Art. VI, Section 6.07 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

6.07 Construction Without Approval. If (a) any Improvements are initiated, installed, maintained, altered, replaced or relocated on any Lot or Dwelling without ARC approval of the plans and specifications for the same or (b) the ARC shall determine that any approved plans and specifications for any Improvements or the approved landscaping plans for any Lot or Dwelling are not being complied with, then, in either event, the Owner of such Lot or Dwelling shall be deemed to have violated this Declaration and the ARC shall have the right to exercise any of the rights and remedies set forth in Section 6.13 below.

Art. VI, Section 6.07 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

6.07 Construction Without Approval. If (a) any Improvements are initiated, installed,

maintained, altered, replaced or relocated on any Lot or Dwelling without ARC approval of the plans and specifications for the same or (b) the ARC shall determine that any approved plans and specifications for any Improvements or the approved landscaping plans for any Lot or Dwelling are not being complied with, then, in either event, the Owner of such Lot or Dwelling shall be deemed to have violated this Declaration and the ARC shall have the right to exercise any of the rights and remedies set forth in Section 6.13 below and any and all other rights and remedies afforded by law or in equity.

II.

RBL2F, LLC additionally hereby amends its First Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, which First Amendment was filed and recorded on May 27, 2022, at Instrument Number 2022-18399 in the real property records of Grayson County, Texas, to correct a scrivener's error in said first amendment; this Amendment shall be effective as of the date of the filing and recording of this instrument, as follows:

In said First Amendment, at page 8 thereof, the amending language provided at number 7., stated that:

7. Art. XIV, Section 14.11 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

14.11 Developer's Rights and Interest to Vest in Association. Notwithstanding anything to the contrary set forth in this declaration, at such times as Developer is no longer the owner of a Lot in **The Property**, all of its rights and privileges and all of its duties and obligations under and pursuant to this Declaration, shall automatically be assigned to and become vested in the Association.

Art. XIV, Section 14.11 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

14.11 Developer's Rights and Interest to Vest in Association. Notwithstanding anything to the contrary set forth in this declaration, upon the expiration of a period of five years after the last date upon which Developer is the owner of a Lot in **The Property**, all of its rights and privileges and all of its duties and obligations under and pursuant to this Declaration, shall automatically be assigned to and become vested in the Association.

Said language at number 7., on page 8 of the First Amendment is hereby amended and corrected to provide as follows:

7. Art. XIV, Section 14.11 of the filed Declaration of Covenants, Conditions,

Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

14.11 Developer's Rights and Interest to Vest in Association. Notwithstanding anything to the contrary set forth in this declaration, at such times as Developer is no longer the owner of a Lot in **The Property**, all of its rights and privileges and all of its duties and obligations under and pursuant to this Declaration, shall automatically be assigned to and become vested in the Association.

Art. XIV, Section 14.11 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, is AMENDED in its entirety to read as follows:

14.11 Developer's Rights and Interest to Vest in Association. Notwithstanding anything to the contrary set forth in this declaration, upon the expiration of a period of five years after the last date upon which Developer is the owner of a Lot in **The Property**, all of its rights and privileges and all of its duties and obligations under and pursuant to this Declaration, shall automatically be assigned to and become vested in the Association.

III.

In all other respects, the **Declaration of Covenants, Conditions, Easements, and Restrictions** for Lake Country Crossing Phase I, a subdivision to the City of Pottsboro, Grayson County, Texas that is recorded as Lake Country Crossing Ph I, Document Number: 2019-139 in the PLAT Records of Grayson County, Texas, dated September 17, 2019, which Declaration was filed and recorded on September 25, 2019 at Instrument Number 2019-23272 in the real property records of Grayson County, Texas, together with the **First Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions** for Lake Country Crossing Phase I, which was filed and recorded on May 27, 2022, at Instrument Number 2022-18399 in the real property records of Grayson County, Texas, and are hereby ratified, affirmed and confirmed.

IN WITNESS WHEREOF, Developer has caused this **Second Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I**, a subdivision to the City of Pottsboro, Grayson County, Texas, and **Amendment to First Amendment to Said Declaration** to be duly executed as of the ____ day of October, 2022.

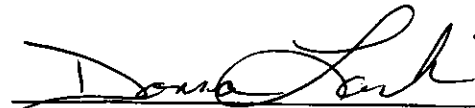
RBL2F, L.L.C. :

By: 
Mike Fellingner, Member

STATE OF TEXAS §

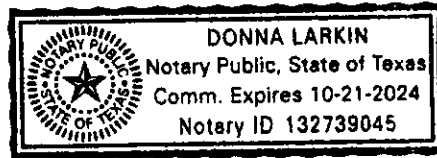
COUNTY OF GRAYSON §
§


This instrument was acknowledged before me by Mike Fellingner, Member of RBL2F, L.L.C., a Texas Limited Liability Company.



Notary Public, State of Texas

By: R & G Real Estate Investments, LP, Member
By: Reddick Investments, LLC, its General Partner



By: 

Rex Reddick, President

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

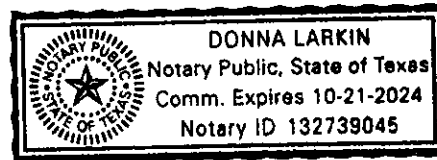
This instrument was acknowledged before me by, Rex Reddick, in his capacity as President of Reddick Investments, LLC, General Partner of R & G Investments, LP, Member of RBL2F, L.L.C., a Texas Limited Liability Company.



Notary Public, State of Texas

By: 

Bart Lawrence, Member




STATE OF TEXAS §
§
COUNTY OF GRAYSON §

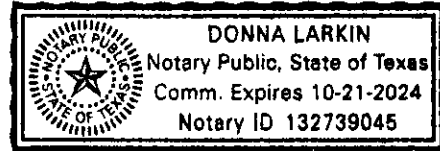
This instrument was acknowledged before me by Bart Lawrence, Member of RBL2F, L.L.C., a Texas Limited Liability Company.



Notary Public, State of Texas

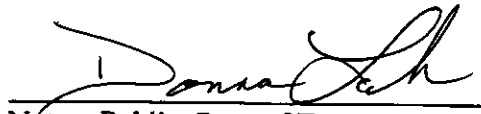
By: 

Drue Bynum, Member



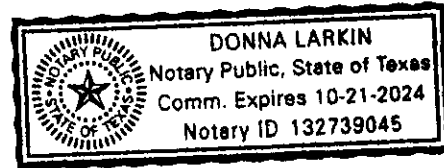
STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

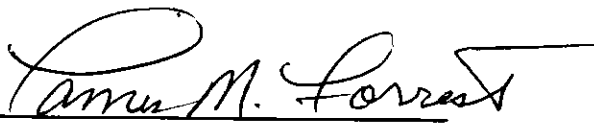
This instrument was acknowledged before me by Drue Bynum, Member of RBL2F, L.L.C., a Texas Limited Liability Company.



Notary Public, State of Texas

By: **OKRC Properties, LTD., Member**
By: **JRC Genpar, LLC, its General Partner**

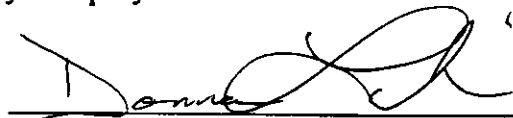


By: 

James M. Forrest, President of JRC
Genpar, LLC

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me by James M. Forrest, in his capacity as President of JRC Genpar, LLC, General Partner of OKRC Properties, Ltd., Member of RBL2F, L.L.C., a Texas Limited Liability Company.



Notary Public, State of Texas

