



AFTER RECORDING RETURN TO:
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SECOND AMENDMENT TO THE BYLAWS OF
KING OAKS PROPERTY OWNERS ASSOCIATION, INC.

Grimes County, Texas

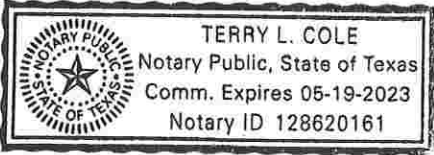
Cross reference to that certain (i) Declaration of Covenants, Conditions and Restrictions for King Oaks, recorded under Document No. 00212660, in the Official Public Records of Grimes County, Texas, as amended; (ii) By-Laws of King Oaks Property Owners Association, Inc., recorded under Document No. 00211406, in the Official Public Records of Grimes County, Texas.

Attached hereto is a true and correct copy of the current Bylaws for the King Oaks Property Owners Association, Inc., as approved by the Declarant on the 22nd day of June, 2019.

Signed: [Signature]
Print Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Comal §

Subscribed and sworn to before me this 8 day of July, 2019.

Seal: 

Terry L. Cole
Notary Public in and for the State of Texas

SECOND AMENDMENT TO THE BYLAWS OF
KING OAKS PROPERTY OWNERS ASSOCIATION, INC.

This Second Amendment to the Bylaws of King Oaks Property Owners Association, Inc. (the "Amendment") is made by SOUTHSTAR AT KING OAKS, LLC, a Texas limited liability company (the "Declarant" or "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 for King Oaks, recorded under Document No. 00212660, Official Public Records of Grimes County, Texas, as amended from time to time (the "Declaration").

B. Pursuant to the terms and provisions of that certain Assignment of Declarant's Rights, recorded under Document No. 00249814 in the Official Public records of Grimes County, Texas, SouthStar presently holds all rights of "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. The King Oaks Property Owners Association, Inc. (the "Association") is the Association created to administer the terms and provisions of the Declaration.

D. The By-Laws of King Oaks Property Owners Association, Inc. (the "Bylaws"), were approved and adopted by Declarant on September 4, 2006, and recorded as Document No. 00211406, Official Public Records of Grimes County, Texas.

D. *Section 8.8* of the Bylaws, the Bylaws may be amended unilaterally by the Declarant for any purpose until termination of the Class "B" membership. The Class "B" membership has not been terminated.

NOW THEREFORE, the Bylaws are hereby amended and modified as follows:

1. Budgets and Assessments. *Article 7* of the Bylaws is hereby deleted and replaced as follows:

ARTICLE 7: BUDGETS AND ASSESSMENTS

7.1 Computation of General Assessment. At least thirty (30) Days before the beginning of each fiscal year, the Board shall adopt a budget covering the estimated Common Expenses during the coming year, which may include a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 7.3.

General Assessments shall be levied equally against all Lots subject to assessment and shall be proposed by the Board to be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year and any income expected to be generated from any Cost Sharing Agreement.

During the Class "B" Control Period, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy and/or contributions of services and materials, which may be treated as either a contribution or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years and the treatment of such payment shall be made known to the membership, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the adopted budget and notice of the amount of the General Assessment for the following year to each Owner at least thirty (30) Days prior to the beginning of the fiscal year for which it is to be effective.

If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. In such event or if the budget proves inadequate for any reason, the Board may prepare a revised budget for the remainder of the fiscal year. The Board shall send a copy of the revised budget to each Owner at least thirty (30) Days prior to its becoming effective.

7.2 Computation of Neighborhood Assessments. At least thirty (30) Days before the beginning of each fiscal year, the Board shall adopt a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that the Declaration, any Supplemental Declaration, or these By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and any additional costs shall be added to such budget. Such budget may

include a contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner of a Lot in the Neighborhood at least thirty (30) Days prior to the beginning of the fiscal year for which it is to be effective.

All amounts which the Association collects as Neighborhood Assessments shall be expended solely for the benefit of the Neighborhood for which they were collected and shall be accounted for separately from the Association's general funds.

7.3 Reserve Budget and Capital Contribution. The Board may annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. If a reserve budget is prepared, the Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual General Assessments or Neighborhood Assessments, as appropriate, over the budget period.

7.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Lots subject to such Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting of Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes allocated to Lots which will be subject to such Special Assessment and by the Declarant during the Development Period. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Voting Delegates as provided for special meetings in Section 2.9, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

7.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner

pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, garbage collection and similar services and facilities), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one (1) or more Lots; and

(c) to cover costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, however, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.24, before levying any Specific Assessment under this subsection (c).

The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Certificate of Formation, the By-Laws, and rules; provided, however, the Board shall give prior written notice to the Owners of Lots in, or the Voting Delegate representing, the Neighborhood and an opportunity for such Owners or Voting Delegate to be heard before levying any such assessment.

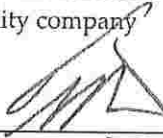
Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Bylaws. Unless expressly amended by this Amendment, all other terms and provisions of the Bylaws remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED TO BE EFFECTIVE as of the 22nd day of June, 2019.

DECLARANT:

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

By: 
Printed Name: John Rothman
Title: President

Filed for Record in:
Grimes County
On: Jul 10, 2019 at 03:28P
As a RECORDINGS

Document Number: 00302222
Amount 50.00
Receipt Number - 104631
By: Freddie Henson

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.
Jul 10, 2019

Vanessa Burzynski, Grimes County Clerk
Grimes County