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Vol  
1743

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AFTER RECORDING RETURN TO:

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

*Grimes County, Texas*

Cross Reference to Declaration of Covenants, Conditions and Restrictions for King Oaks, recorded under Document No. 00212660, Official Public Records of Grimes County, Texas; and that certain Fourth (First) Supplement to Declaration of Covenants, Conditions and Restrictions for King Oaks (All Sections), recorded under Document No. 00260983, Official Public Records of Grimes County, Texas, as the same may be amended and supplemented from time to time.

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

This Fourth 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 (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 by that First Amendment to Declaration of Covenants, Conditions and Restrictions for King Oaks, recorded under Document No. 00246778, Official Public Records of Grimes County, Texas, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for King Oaks, recorded as Document No. 00266017 in the Official Public Records of Grimes County, Texas, and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for King Oaks, recorded as Document No. 00287345, in the Official Public Records of Grimes County, Texas, (collectively, 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 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 15, Section 15.2* of the Declaration, the Declaration may be amended unilaterally by the Declarant for any purpose until termination of the Class "B" membership. The Class "B" membership has not terminated.

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

1. **Section 9.3.** *Section 9.3(a)* of the Declaration is hereby deleted in its entirety and replaced with the following:

(a) Design Guidelines. The Declarant has adopted Design Guidelines for the Properties. The Design Guidelines contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending on the location, unique characteristics, and intended use. For example, by way of illustration but not limitation, the Design Guidelines may impose stricter

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requirements on the portions of the Properties adjacent to or visible from any Private Amenity or any lake, pond, river, stream, or other body of water. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the committees and compliance with the Design Guidelines does not guarantee approval of any application.

During the Development Period, the Declarant shall have sole authority to adopt and amend the Design Guidelines. Thereafter, or at such earlier time as the Declarant may designate, the ARB may amend the Design Guidelines in accordance with this section. Amendments of a material nature are those that pertain to the actual architectural and construction requirements for residential construction and related improvements. Material amendments must be approved by the Board of Directors and also by a majority of all Owners. Amendments are non-material if they pertain to the review process, application forms, deposits and fees, or the construction process requirements. Non-material changes may be made by the ARB. In addition, modifications to items included in the Appendix to the Design Guidelines are non-material. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

2. **Section 10.5.** *Section 10.5* of the Declaration is hereby deleted in its entirety and replaced with the following:

**Section 10.5.** *Section 10.5* of the Declaration is hereby deleted in its entirety and replaced with the following:

10.5 **Leasing.** Leasing in accordance with the rules and restrictions under the Declaration must also conform to the following rules:

(a) **Minimum Lease Term.** Lots may be leased only in their entirety; no fraction or portion may be leased. All leases must be for an initial term of not less than 180 days.

(b) **Lease to be in Writing.** The lease must be in writing, and the Owner must provide the lessee copies of the Declaration, the Bylaws, and all other rules, regulations, policies and procedures of the Association as a condition of entering into the lease. The lessee may be required to acknowledge, in writing, receipt of the governing documents and rules.

(c) **Notice to the Association.** By the earlier of the tenth (10<sup>th</sup>) day after executing a lease agreement for the lease of a Dwelling, or the seventh (7<sup>th</sup>) day before commencement of the lease term, the Owner shall provide the Board with a copy of the lease as well as the names of the tenants and lessees and all



other people occupying the Dwelling.

(d) Lot Use. Lots may only be leased for single-family residential use. Uses such as short-term leases (less than 180 days), temporary or transient housing, hotel, motel, vacation rental, and as a bed and breakfast, shall each be considered a "business use" and are expressly prohibited.

The provisions regarding leasing contained herein shall not preclude the Association or an institutional lender from leasing a Lot upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure. Leases will not relieve the Owner from compliance with the Declaration, By-Laws, use restrictions and rules and regulations of the Association.

2. **Section 8.9.** *Section 8.9* of the Declaration is hereby added to the Declaration as follows:

8.9 Road Assessments. In addition to other authorized assessments, the Association may levy Road Assessments from time to time which are specific to the certain Sections in which the roads are located. The Road Assessment may be used for the general maintenance and repair of certain roads within the development until such time that the County accepts the roads. In the event there are any excess proceeds after the roads are dedicated to the County, the monies will be returned to the Owner of record, less any fees for maintenance bonds and repairs.

3. **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.

[SIGNATURE PAGE TO FOLLOW]

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Executed to be effective this 16 day of April, 2019.

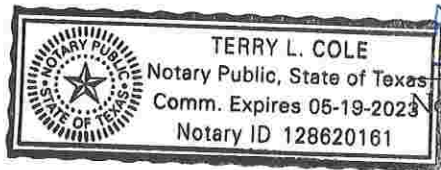
**DECLARANT:**

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

By: \_\_\_\_\_  
Printed Name: Thad Rutherford  
Title: Senior Vice President

THE STATE OF TEXAS    §  
  §  
COUNTY OF Travis    §

This instrument was acknowledged before me on this 16 day of April, 2019, by Thad Rutherford, Senior Vice President of SouthStar at King Oaks, LLC, a Texas limited liability company, on behalf of said limited liability company.



Terry L. Cole  
Notary Public, State of Texas

(seal)

Vanessa Burzinski, Grimes County Clerk  
Grimes County

STATE OF TEXAS  
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.  
Jun 18, 2019

Filed for Record in:  
Grimes County  
On: Jun 18, 2019 at 03:24P  
As a RECORDING  
Document Number: 00301805  
Amount 42.00  
Receipt Number - 104254  
By: Barbara Kimich

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