



Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090

Instrument Number: 2022 - 18399

Real Property Recordings

Recorded On: May 27, 2022 10:25 AM

Number of Pages: 11

Parties: RBL2F LLC ETAL

" Examined and Charged as Follows: "

Total Recording: \$52.00

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RBL2F LLC
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

**FIRST 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**

THE STATE OF TEXAS }
 }
COUNTY OF GRAYSON }

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 Pottsoboro, 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. VI, Section 6.02 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

6.02 Appointment and Removal of ARC Members.

- (a) For so long as Developer is the Owner of any Lot or Dwelling within the Development, Developer shall have the sole and exclusive right to appoint and remove all of the members of the ARC.

- (b) At such time as Developer is no longer the Owner of any Lot or Dwelling within the Development or upon Developer’s written notice to the Association that it no longer desires to exercise the right to appoint and remove members of the ARC as provided in Section 6.02(a) above, then the members of the ARC shall be appointed by the Board of the Association.

- (c) Any member of the ARC may be removed, with or without cause, by (i) Developer, in its sole discretion, during the period of time that the provisions of Section 6.02(a) above are in effect or (ii) the Board, in the event the provisions of Section 6.02(b) above are in effect. In the event of death or resignation of a member of the ARC, then Developer, in the event the provisions of Section 6.02(a) above are applicable or the Board, in the event the provisions of Section 6.02(b) are applicable, as the case may be, shall appoint a substitute member of the ARC to fill the vacancy of such deceased or resigning member for the remainder of the term of such former member.

Art. VI, Section 6.02 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:

6.02 Appointment and Removal of ARC Members.

(a) For a period of five years after Developer is the Owner of any Lot or Dwelling within the Development, Developer shall have the sole and exclusive right to appoint and remove all of the members of the ARC.

(b) Upon the expiration of five years after Developer is the Owner of any Lot or Dwelling within the Development or upon Developer's written notice to the Association that it no longer desires to exercise the right to appoint and remove members of the ARC as provided in Section 6.02(a) above, then the members of the ARC shall be appointed by the Board of the Association.

(c) Any member of the ARC may be removed, with or without cause, by (i) Developer, in its sole discretion, during the period of time that the provisions of Section 6.02(a) above are in effect or (ii) the Board, in the event the provisions of Section 6.02(b) above are in effect. In the event of death or resignation of a member of the ARC, then Developer, in the event the provisions of Section 6.02(a) above are applicable or the Board, in the event the provisions of Section 6.02(b) are applicable, as the case may be, shall appoint a substitute member of the ARC to fill the vacancy of such deceased or resigning member for the remainder of the term of such former member.

2. Art. VIII, Section 8.05 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

8.05 Architectural Standards and Guidelines. All improvements shall be constructed, erected, placed, installed, located and maintained on Residential Property in conformance with this Declaration and any Architectural Standards and Guidelines, which may be promulgated, by the ARC in accordance with section 6.04, and as may be changed, amended or modified from time to time.

Art. VIII, Section 8.05 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:

8.05 Architectural Standards and Guidelines. All improvements shall be constructed, erected, placed, installed, located and maintained on Residential Property in conformance with this Declaration and any Architectural Standards and Guidelines, which may be promulgated, by the ARC in accordance with section 6.04, and as may be changed, amended

or modified from time to time. All Dwellings must be constructed using custom building plans. No duplicate or extremely similar building plans, including building plans that have been "flipped", shall be permitted.

3. Art. VIII, Section 8.12 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

8.12 Garages.

(a) Each Dwelling shall provide for parking for at least **two (2)** automobiles in garages equipped with garage doors. Carports shall not be permitted. Each Dwelling shall provide adequate off-street parking within the property lines of each lot. Vehicles shall be parked only in driveways constructed in accordance with the provisions of Section 8.13 below. Vehicles shall not be parked on any landscaped or natural areas of a lot or Dwelling.

(b) No garage doors shall open onto or front a street. Garage doors shall be constructed of such materials as are approved by the ARC. Garage doors shall be kept closed at all times, except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ARC.

(c) All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. Garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein.

Art. VIII, Section 8.12 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:

8.12 Garages, Shops, and Out Buildings.

(a) Each Dwelling shall provide for parking for at least **two (2)** automobiles in garages equipped with garage doors. Carports shall not be permitted. Each Dwelling shall provide adequate off-street parking within the property lines of each lot. Vehicles shall be parked only in driveways constructed in accordance with the provisions of Section 8.13 below. Vehicles shall not be parked on any landscaped or natural areas of a lot or Dwelling.

(b) No garage doors shall open onto or front a street. Garage doors shall be constructed of such materials as are approved by the ARC. Garage doors shall be kept closed at all times, except when in use. No garage shall be converted to any use other

than for the parking of vehicles therein without the approval of the ARC.

(c) All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. Garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein.

(d) All structures built upon the premises, including garages, shops, and out buildings, must match the construction materials of the Dwelling, and shall have walls no higher than those of the Dwelling.

4. Art. VIII, Section 8.14 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

8.14 Roofing.

(a) The ARC shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any Dwelling.

(b) No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Dwelling, including, without limitation, the roof of any Dwelling if the same would be visible from any street.

(c) No plumbing or heating vents, stacks and other projections of any nature shall be placed on the roof on the front of a Dwelling. All such vents, stacks and any other projections from the roof of any Dwelling shall be located on the rear roof of such Dwelling and shall (i) be painted the same color as the roofing material used for such Dwelling and (ii) to the extent practicable, not be visible from any street.

(d) No projections of any type shall be placed or permitted to remain above the roof of any Dwelling except for approved chimneys and vent stacks.

Art. VIII, Section 8.14 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:

8.14 Roofing.

(a) The ARC shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any Dwelling. Roof pitch and materials of other structures and improvements must match those of the Dwelling. Metal roofs shall not be used on any Dwelling or structure.

(b) No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Dwelling, including, without limitation, the roof of any Dwelling if the same would be visible from any street.

(c) No plumbing or heating vents, stacks and other projections of any nature shall be placed on the roof on the front of a Dwelling. All such vents, stacks and any other projections from the roof of any Dwelling shall be located on the rear roof of such Dwelling and shall (i) be painted the same color as the roofing material used for such Dwelling and (ii) to the extent practicable, not be visible from any street.

(d) No projections of any type shall be placed or permitted to remain above the roof of any Dwelling except for approved chimneys and vent stacks.

5. Art. VIII, Section 8.21 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

8.21 Exterior Building Materials, Finishes and Colors.

(a) All exterior building materials, finishes and colors shall be in conformance with the applicable provisions of the Architectural Standards and Guidelines, if any, or as otherwise approved by the ARC. Therefore, going restriction shall be equally applicable to the initial as well as by subsequent painting of any Improvements. Uncovered or exposed (whether or not painted) concrete or concrete block shall not be permitted as the exterior finish of any building, structure or wall unless approved by the ARC and Developer, so long as Developer is the Owner of any Lot.

(b) Metal flashings, valleys, vents and gutters installed on a Dwelling shall be painted to blend with the color of the exterior materials to which it is adhered or installed.

(c) No wooden steps or stoops shall be allowed on the front or side of any Dwellings, unless approved by the ARC.

(d) All brick, stonework and mortar, as to type, size, color and application, must be approved by the ARC. No black grout (mortar) shall be utilized for any exterior brick or stone. All exterior colors, including, without limitation, the color of all roof shingles, brick, stone, stucco, synthetic plaster (e.g., Dryvit Brand EIFS), wood, trim, cornices, eaves, railings, doors and shutters shall be subject to ARC approval.

Art. VIII, Section 8.21 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:

8.21 Exterior Building Materials, Finishes and Colors.

(a) All exterior building materials, finishes and colors shall be in conformance with the applicable provisions of the Architectural Standards and Guidelines, if any, or as otherwise approved by the ARC. All exterior building materials shall be brick, stone, or a combination thereof. Painted brick shall not be used. Uncovered or exposed (whether or not painted) concrete or concrete block shall not be permitted as the exterior finish of any building, structure or wall unless approved by the ARC and Developer.

(b) Metal flashings, valleys, vents and gutters installed on a Dwelling shall be painted to blend with the color of the exterior materials to which it is adhered or installed.

(c) No wooden steps or stoops shall be allowed on the front or side of any Dwellings, unless approved by the ARC.

(d) All brick, stonework and mortar, as to type, size, color and application, must be approved by the ARC. No black grout (mortar) shall be utilized for any exterior brick or stone. All exterior colors, including, without limitation, the color of all roof shingles, brick, stone, stucco, synthetic plaster (e.g., Dryvit Brand EIFS), wood, trim, cornices, eaves, railings, doors and shutters shall be subject to ARC approval.

(e) Board & Batten Siding shall not be used except on limited areas such as gable ends.

(f) Metal siding shall not be used on any structure.

6. Art. XII, Section 12.02 of the filed Declaration of Covenants, Conditions, Easements, and Restrictions for Lake Country Crossing Phase I, currently provides as follows:

12.02 Amendment by Developer. For so long as Developer owns any Lot or Dwelling within the Development, Developer may amend this Declaration by a written instrument filed and recorded in the Real property records of **Grayson County, Texas**, without obtaining the approval of any Owner or Mortgagee; provided, however, that except as otherwise provided in Section 12.04 below, (a) in the event any amendment proposed by Developer materially and adversely alters or changes any Owner's rights to the use and enjoyment of his Lot or Dwelling or materially and adversely affects the title to any Lot or Dwelling, then such amendment shall be valid only upon the written consent thereto by **fifty percent (50%)** of all of the Owners (including Developer who shall have the voting rights attributable to any Lots or Dwellings owned by Developer) or (b) in the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent of all such Institutional Mortgagees affected thereby. Any amendment made pursuant to this Section 12.02 shall be certified by Developer and shall be effective upon recording of the same in the Real property records of **Grayson County, Texas**. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this Section 12.02 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will

consent to the amendment of this Declaration or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Dwellings, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Dwellings within the Development.

Art. XII, Section 12.02 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:

12.02 Amendment by Developer. For a period of five years after Developer owns any Lot or Dwelling within the Development, Developer may amend this Declaration by a written instrument filed and recorded in the Real property records of **Grayson County, Texas**, without obtaining the approval of any Owner or Mortgagee; provided, however, that except as otherwise provided in Section 12.04 below, (a) in the event any amendment proposed by Developer materially and adversely alters or changes any Owner's rights to the use and enjoyment of his Lot or Dwelling or materially and adversely affects the title to any Lot or Dwelling, then such amendment shall be valid only upon the written consent thereto by **fifty percent (50%)** of all of the Owners (including Developer who shall have the voting rights attributable to any Lots or Dwellings owned by Developer) or (b) in the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent of all such Institutional Mortgagees affected thereby. Any amendment made pursuant to this Section 12.02 shall be certified by Developer and shall be effective upon recording of the same in the Real property records of **Grayson County, Texas**. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this Section 12.02 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent to the amendment of this Declaration or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Dwellings, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Dwellings within the Development.

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.

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, is hereby ratified, affirmed and confirmed.

IN WITNESS WHEREOF, Developer has caused this First 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, to be duly executed as of the 25th day of May, 2022.

RBL2F, L.L.C. :

By: Mike Fellingner
Mike Fellingner, Member

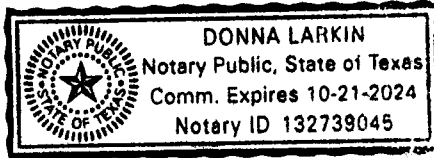
STATE OF TEXAS §
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COUNTY OF GRAYSON §

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

MAIL TO: RBL2F
1801 Airport Rd
Pottsboro TX 75076

Donna Larkin
Notary Public, State of Texas

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



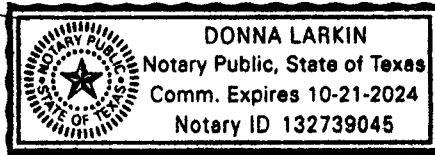
By: *Rex Reddick*
Rex Reddick, President

STATE OF TEXAS §
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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.

Donna Larkin
Notary Public, State of Texas

By: *Bart Lawrence*
Bart Lawrence, Member

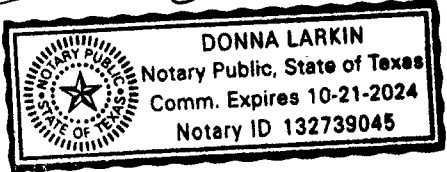


STATE OF TEXAS §
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COUNTY OF GRAYSON §

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

Donna Larkin

Tammie Dickison
Notary Public, State of Texas



By: *Drue Bynum*
Drue Bynum, Member

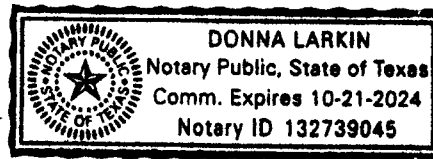
STATE OF TEXAS §
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COUNTY OF GRAYSON §

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

Donna Larkin
Notary Public, State of Texas

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

By: *James M. Forrest*
James M. Forrest, President of JRC Genpar, LLC



STATE OF TEXAS §
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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.

Donna Larkin
Notary Public, State of Texas

