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By: martha
Janette K. Green, County Clerk
Palo Pinto County, Texas
167 Pages



STATE OF TEXAS
COUNTY OF PALO PINTO

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Palo Pinto County.

Janette K. Green, County Clerk

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**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS,
EASEMENTS AND CONDITIONS**

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF PALO PINTO §

This SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, EASEMENTS AND CONDITIONS (this "*Second Amendment*") is made and entered into effective as of the 4th day of May, 2015, by BRAZOS RIVER AUTHORITY, a River Authority of the State of Texas ("*Declarant*").

RECITALS

WHEREAS, on October 19, 2010, Declarant filed that certain Declaration of Restrictive Covenants, Easements and Conditions (the "*Original Declaration*") in Document No. 2010-00006356 (Volume 1739 Page 446) of the Official Public Records of Palo Pinto County, Texas;

WHEREAS, on June 21, 2011, Declarant filed that certain First Amendment to Declaration of Restrictive Covenants, Easements and Conditions (the "*First Amendment*") in Document No. 2011-00005095 (Volume 1857 Page 343) of the Official Public Records of Palo Pinto County, Texas (the Original Declaration, as amended by the First Amendment, is herein referred to as the "*Declaration*");

WHEREAS, pursuant to Section 3.01 of the Declaration, Declarant may amend the Declaration to add additional land to the Leased Tract so long as Declarant owns any portion of the Authority Land;

WHEREAS, pursuant to Section 8502.020(d), Texas Special District Local Laws Code ("*Applicable Code Provisions*"), after March 12, 2014 (the "*Date of Decommissioning*") and before any of the Remaining Commercial Leased Land, Remaining Residential Leased Land, and

Remaining Undeveloped Strips (each as defined below and collectively referred to herein as the "*Remaining Leased Tract*") and Additional Roads (as defined below) are conveyed by Declarant to a third party, Declarant, without joinder or consent of any Owner, is required to further amend the Declaration to (i) add the Remaining Leased Tract to the Commercial Leased Land, Residential Leased Land, Undeveloped Strips and Leased Tract, as applicable, and the Additional Roads to the Roads, and (ii) to amend certain restrictions set forth in the Declaration pursuant to the terms of the Applicable Code Provisions;

WHEREAS, as of the effective date of this Second Amendment, Declarant is the owner of a portion of the Authority Land, and therefore, Declarant (pursuant to Section 3.01 of the Declaration) may amend the Declaration to add additional land as set forth herein;

WHEREAS, Declarant desires to amend the Declaration to add additional land to the definition of Roads, Commercial Leased Land, Residential Leased Land, Undeveloped Strips, and Leased Tract and to amend certain restrictions, as required by the Applicable Code Provisions, all as further set forth below.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Declaration and herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby agrees as follows:

1. Recitals Incorporated. The truth and accuracy of the foregoing Recitals are hereby affirmed and incorporated into the agreements contained in this Second Amendment.

2. Additional Land.

a. Remaining Commercial Leased Land. Certain portions of Authority Land (the "*Remaining Commercial Leased Land*") that are subject to a Ground Lease as of the date of recording this Second Amendment were excluded from the Commercial Leased Land because all or portion of such Remaining Commercial Leased Land was located within the FERC Project Area. The Remaining Commercial Leased Land, as described in Exhibit "B-1-B" and depicted on Exhibit "E-B" attached hereto and incorporated herein, is hereby added to and made a part of the Commercial Leased Land. Exhibit "B-1-B" attached hereto is hereby added to and made a part of Exhibit "B-1" to the Declaration. Exhibit "E-B" attached hereto is hereby added to and made a part of Exhibit "E" to the Declaration.

b. Remaining Residential Leased Land. Certain portions of Authority Land (the "*Remaining Residential Leased Land*") that are subject to a Ground Lease as of the date of recording this Second Amendment were excluded from the Residential Leased Land because such Remaining Residential Leased Land was located within the FERC Project Area. The Remaining Residential Leased Land, as described in Exhibit "B-2-B" and depicted on Exhibit "F-B" attached hereto and incorporated herein, is hereby added to and made a part of the Residential Leased Land. Exhibit "B-2-B" attached hereto is hereby added to and made a part of Exhibit "B-2" to the Declaration. Exhibit "F-B" attached hereto is hereby added to and made a part of Exhibit "F" to the Declaration.

c. Additional Roads. Certain gravel and/or paved streets, roads, and thoroughfares owned and maintained by the Declarant which provide access, ingress, and egress to and from the Property, the Lake, and/or the Retained Land (the "*Additional Roads*") were excluded from the Roads. The Additional Roads, as described in Exhibit "C-1-B" and depicted on Exhibit "G-1-B" attached hereto and incorporated herein, are hereby added to and made a part of the Roads. Exhibit "C-1-B" attached hereto is hereby added to and made a part of Exhibit "C-1" to the Declaration. Exhibit "G-1-B" attached hereto is hereby added to and made a part of Exhibit "G-1" to the Declaration.

3. Definitions.

a. Commercial Leased Land. From and after the date hereof, the term "**Commercial Leased Land**" shall mean and refer to: "**Commercial Leased Land:** Those certain parcels of land consisting of (i) the portion of the Authority Land located wholly outside the FERC Project Area that is leased for commercial purposes as of the date the Original Declaration was recorded in Palo Pinto County, as generally described on Exhibit "B-1" attached to the Original Declaration and as generally depicted on Exhibit "E" attached to the Original Declaration, and (ii) the Additional Commercial Leased Land as defined in the First Amendment and as generally described on Exhibit "B-1-A" and depicted on Exhibit "E-A" attached to the First Amendment, and (iii) the portion of the Authority Land located wholly or partly within the FERC Project Area as of the date preceding the Date of Decommissioning and that is leased for commercial purposes as of the date this Second Amendment is recorded of record, as such land is generally described on Exhibit "B-1-B" and as generally depicted on Exhibit "E-B" attached to this Second Amendment. Commercial Leased Land includes a commercial lease where such Ground Lessee (as defined below) is authorized to sublease for residential purposes; but does not include special use leases, hangar leases, grass leases, hunting leases, mineral leases, or any other lease for non-commercial purposes."

b. FERC Project Area. From and after the date hereof, the term "**FERC Project Area**" shall mean and refer to: "**FERC Project Area:** That portion of the Authority Land which is subject to the FERC License prior to the Date of Decommissioning, as further identified and defined in the FERC License, as may be amended at any time and from time to time, and which FERC Project Area may move or change over time due to natural forces."

c. Residential Leased Land. From and after the date hereof, the term "**Residential Leased Land**" shall mean and refer to: "**Residential Leased Land:** Those certain parcels of land consisting of (i) the portion of the Authority Land located outside the FERC Project Area that is leased for single-family residential purposes as of the date the Original Declaration was recorded in Palo Pinto County, as generally described on Exhibit "B-2" attached to the Original Declaration and as generally depicted on Exhibit "F" attached to the Original Declaration, (ii) the Additional Residential Leased Land as defined in the First Amendment and as generally described on Exhibit "B-2-A" and depicted on Exhibit "F-A" attached to the First Amendment, (iii) the FERC Buffer as described in Exhibit "D" and depicted on Exhibit "F" to the Original Declaration; (iv) the

Additional FERC Buffer as described in Exhibit "D-A" and depicted on Exhibit "F-A" attached to the First Amendment, and (v) the portion of the Authority Land located wholly within the FERC Project Area as of the date preceding the Date of Decommissioning and that is leased only for single-family residential purposes as of the date this Second Amendment is recorded of record, as such land is generally described on Exhibit "B-2-B" and as generally depicted on Exhibit "F-B" attached to this Second Amendment. Residential Leased Land does not include land that is subject to a commercial lease where such Ground Lessee (as defined below) is authorized to sublease for residential purposes; and furthermore Residential Leased Land does not include special use leases, hangar leases, grass leases, hunting leases, mineral leases, or any other lease for non-residential purposes."

d. Restrictions. From and after the date hereof, the term "**Restrictions**" shall mean and refer to: "**Restrictions**: The easements, covenants, restrictions, liens and encumbrances contained in the Declaration, as amended from time to time."

e. Retained Land. From and after the date hereof, the term "**Retained Land**" shall mean and refer to: "**Retained Land**: The Authority Land, save and except the Property."

f. Roads. From and after the date hereof, the term "**Roads**" shall mean and refer to: "**Roads**: Those certain gravel and/or paved streets, roads, and thoroughfares owned and maintained by the Declarant as of the date of this Declaration which provide access, ingress, and egress to and from the Property, the Lake, and/or the Retained Land as generally described on Exhibits "C-1" and "C-2" as attached to the Original Declaration and as generally described on Exhibit "C-1-B" as attached to the Second Amendment, and as depicted in Exhibits "G-1" and "G-2" as attached to the Original Declaration and in Exhibit "G-1-B" as attached to the Second Amendment. The Roads referred to herein exclude (i) Driveways, (ii) paved or gravel roads located wholly within any of Declarant's public use and recreation areas and certain roads serving Declarant's facilities, (iii) paved or gravel roads located within Declarant's gated operations areas as of the date of this Declaration, and (iv) paved or gravel roads located wholly within an individual leased lot that is part of the Commercial Leased Land and that only served that specific portion of the Commercial Leased Land."

4. Amendments to Declaration.

a. FERC Project Area. Section 2.02 of the Declaration is hereby deleted in its entirety and replaced with the following: "**Intentionally Deleted.**"

b. Reserved Easements. Section 2.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 2.04 **Reserved Easements**. All grants and dedications of easements, rights-of-way, restrictions, and related rights affecting the Leased Tract, made prior to the Leased Tract becoming subject to this

Declaration and any amendments to the Declaration, and which are of record, or visible or apparent, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Leased Tract. The foregoing adoption of such easements includes, without limitation, any and all written easements or agreements, whether or not recorded, between Declarant and any other party for the installation, maintenance, repair or replacement of utility lines located on, above, over, under, or beneath the Authority Land.”

c. Easements for Lake Maintenance. Section 2.06 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 2.06 **Easements for Lake Maintenance.** Declarant hereby reserves for itself and its successors, assigns, and designees the non-exclusive right and easement, but not the obligation, to enter upon the Authority Land, the Lake and other bodies of water, if any, located within the Authority Land (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any portion of the Retained Land, (b) to construct, maintain, replace, and repair any wall, dam, or other structure retaining water therein, (c) to access, construct, maintain, replace, and repair any measurement stations, monuments, or other similar improvements, (d) to remove trash and other debris, and (e) to fulfill Declarant’s obligations as a river authority and any obligations set forth in state water rights or other governmental regulations. Declarant and its designees also hereby reserve an access easement through, over and across any of the Leased Tract to the extent reasonably necessary to exercise the rights and responsibilities under this section; provided however, that (i) Declarant shall provide written notice at least 48 hours in advance of such entry to the Owner of such portion of the Leased Tract (except in the event of an emergency, in which case advance notice shall not be required, but Declarant shall provide such written notice as soon as practicable thereafter), (ii) Declarant shall promptly repair any damage to the portion of the Leased Tract caused by Declarant’s entrance onto such Owner’s portion of the Leased Tract; and (iii) Declarant shall use reasonable efforts to avoid interfering with the Owner’s use of such Owner’s portion of the Leased Tract.”

d. Improvements. Section 4.01 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 4.01 **Improvements.**

- (a) Setbacks. No improvements (except as specifically set forth in subsection (c) below) shall be constructed or located on the Leased

Tract within twenty-five feet (25') landward measured horizontally from the 1000' contour line of the Lake, a meander line that changes over time due to natural forces, such as erosion and accretion; provided, however, this restriction shall not include improvements inside this setback that are existing as of the date the Declaration was originally recorded of record that have been approved in writing by Declarant. In addition, no improvements on the Leased Tract (or any portion thereof) shall be constructed or located within five feet (5') of any other boundary line of a Leased Lot (i.e., the side and back boundary lines), other than fences; provided, however, this restriction shall not include improvements located within this 5' setback that are existing as of the date hereof and that have been approved in writing by Declarant.

(b) Intentionally Deleted.

(c) Erosion Control. Erosion control improvements (such as retaining walls, rip rap, etc.) and landscape planting may not be constructed or located at or below the 1000' contour line without the prior written approval of Declarant. Such improvements shall be subject to the terms and conditions set forth herein and in Declarant's regulations, including without limitation, the Shoreline Management Plan.

(d) Signs. No Owner or Ground Lessee shall have the right to place, or permit to be placed, any advertisements, private notices, signs, or billboards on the Residential Leased Land except that temporary signage customarily found on residential property may be placed on the Residential Leased Land at the reasonable discretion of the Owner and/or Ground Lessee of that portion of the Residential Leased Land."

e. Nuisances. Section 4.02(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(c) Nuisances. No Owner shall conduct, or permit to be conducted, any activity on the Leased Tract that is improper, immoral, noxious, annoying, creates a nuisance or is otherwise objectionable to other Owners or incompatible with the recreational use of the Lake and the Retained Land."

f. Uses on Residential Leased Land. Section 4.03(a) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(a) Uses on Residential Leased Land. The Residential Leased Land (and any Undeveloped Strips that are conveyed to an Owner as part of the

Residential Leased Land) shall be improved and used solely for single-family residential use, inclusive of a garage, fencing and other such related improvements as are necessary or customarily incident to normal residential use and enjoyment and for no other use. No portion of the Residential Leased Land (and any Undeveloped Strips that are conveyed to an Owner as part of the Residential Leased Land) shall be used for manufacturing, industrial, business, commercial, institutional or other nonresidential purpose, save and except as set forth in Section 4.03(b) below. Notwithstanding the foregoing, Owners and/or Ground Lessees shall be permitted to conduct a "garage sale" on their respective portion of the Residential Leased Land (and any Undeveloped Strips that are conveyed to an Owner as part of the Residential Leased Land) not more than one time per calendar year."

g. Uses on Commercial Leased Land. Section 4.03(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(c) Uses on Commercial Leased Land. Except as may be otherwise provided herein and any amendments to this Declaration, Commercial Leased Land (and any Undeveloped Strips that are conveyed to an Owner as part of the Commercial Leased Land) may be improved and used for any lawful commercial purpose, including without limitation, non-profit organizations or governmental or quasi-governmental agencies."

h. Casualty. Section 5.02 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 5.02 **Casualty.** In the event of any damage to or destruction of any building or improvement on any portion of the Leased Tract from any cause whatsoever, the Owner or Ground Lessee upon whose portion of the Leased Tract the casualty occurred shall, at its sole option, either (i) repair, restore, or rebuild and complete the same with reasonable diligence, (ii) clear the affected area of all hazardous or dangerous debris and structures and lawfully dispose of same within one year from the date of casualty, or (iii) effectuate any combination of subsections (i) and (ii) of this Section 5.02 as such Owner or Ground Lessee may deem reasonably appropriate. Notwithstanding the foregoing, in the event the Owner or Ground Lessee elects to rebuild buildings or improvements that were located within twenty-five feet (25') landward measured horizontally from the 1000' contour line that were approved in accordance with Section 4.01(a) above, such buildings or improvements shall be rebuilt in accordance with Section 5.05 below."

i. Repairs, Alterations, Rebuilding. Section 5.05 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 5.05 Repairs, Alterations, Rebuilding.

(a) Intentionally Deleted.

(b) An Owner or Ground Lessee, may repair, alter or rebuild improvements located above the 1000' contour line but within 25' landward measured horizontally from the 1000' contour line, and/or improvements located within the 5' boundary setback, which improvements were previously approved in accordance with Section 4.01(a) above. Such repairs, alterations, or rebuilding may extend such improvements outside the previously existing footprint towards the side boundaries and back boundary of the applicable portion of the Leased Tract, but such improvements may not be extended towards the shoreline or encroach closer to the 1000' contour line of the Lake than the existing or previously existing improvements.”

j. 1000' Contour Line. Section 6.02 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 6.02 **1000' Contour Line.** No land located at or below the 1000' contour line shall be improved, used or occupied, except in such manner as shall have been approved by Declarant. No docks, piers, on-water facilities, retaining walls, or any other structures or facilities shall be built, installed or maintained in, on, or over the waters of the Lake except as authorized by Declarant. All such structures or facilities shall be subject to all rules and regulations applicable to the Lake, as the same may be adopted or amended from time to time. Owner and/or Ground Lessee shall be responsible for any fees or annual charges assessed by Declarant for such permit or improvements and shall be responsible for ensuring that any such improvements are consistent with the Shoreline Management Plan and all other rules and regulations applicable to the Authority Land. Owner shall not, at any time, permit any liens to encumber the Retained Land.”

k. Lake. Section 6.03 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 6.03 Lake.

(a) No use of the Lake or other bodies of water within the Authority Land, if any, shall be made except in accordance with the Shoreline Management Plan, Declarant's regulations and any other rules and regulations that may be promulgated by Declarant at any time and as amended from time to time. Any such use shall be subject to Declarant's superior use rights. Declarant shall not be

responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Lake or other bodies of water within or adjacent to the Authority Land.

(b) Notwithstanding the foregoing, Declarant may use and regulate the Lake or other bodies of water within the Authority Land for the irrigation of the Retained Land, or for any other purpose deemed appropriate by Declarant, subject to the rights and authority of any other governmental entity having jurisdiction of such areas, and subject to the water rights granted (or which may be granted) to Declarant by the State of Texas. Declarant's rights under this subsection 6.03(b) shall be superior to any rights of any Owner or Ground Lessee. This subsection 6.03(b) shall not be construed to limit or restrict the rights and authority of any other governmental entity having jurisdiction of the Authority Land.

(c) Owners must obtain written permission from Declarant in accordance with Declarant's regulations to use or divert water from the Lake on any portion of the Leased Tract for domestic or commercial purposes."

l. Compliance with FERC License. Section 6.05 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 6.05 **Compliance with FERC License.** Owners and Ground Lessees shall take all reasonable precautions to insure that all use of and activities on the Leased Tract, including without limitation, the construction, operation and maintenance of any improvements on the Leased Tract, occur in a manner that will protect the scenic, recreational and environmental values of the Lake. Declarant has specific approval authority on any proposed construction that impacts the lakebed, and Owner and Ground Lessee shall comply with the approval process as may be established by Declarant from time to time."

m. Pre-Existing Structures. Section 6.06 of the Declaration is hereby deleted in its entirety.

n. Compliance with Other Rules and Regulations. Article VII of the Declaration is hereby deleted in its entirety and replaced with the following:

Article VII COMPLIANCE WITH OTHER RULES AND REGULATIONS

Section 7.01 The Owner and Ground Lessee of any portion of the Authority Land shall comply with all of the following rules and

regulations, as applicable: (i) Declarant's "Regulations for Governance for Brazos River Authority Lakes and Associated Lands," as published on Declarant's internet website and as those regulations may be amended from time to time; and (ii) other rules and regulations adopted by Declarant regarding conduct on and use of the Lake.

Section 7.02 Any subdivision by an Owner of the Owner's Leased Lot is subject to all applicable laws, rules, regulations, codes, and ordinances, including any applicable platting requirements, and any rules and restrictions relating to on-site sewage facilities.

Section 7.03 By Texas Statute, Declarant is empowered to adopt and has adopted certain regulations governing conduct on and use of Authority Land and Lake. Owners, Ground Lessees and persons using the Leased Tract with such Owners' consent, shall abide by all such rules and regulations adopted from time to time by Declarant and any future revisions and amendments thereto.

Section 7.04 Owners and Ground Lessees of that portion of the Leased Tract that is part of the Ranch shall comply with the terms and conditions of the Ranch Agreement and the covenants and restrictions set forth in the Ranch Declarations, to the extent applicable to such portion of the Leased Tract. As to that portion of the Authority Land that is part of the Ranch, the Ranch Declarations shall control in the event of any conflict between the covenants, restrictions, and conditions set forth in the Ranch Declarations and the Restrictions set forth in this Declaration.

Section 7.05 Owners and Ground Lessees of that portion of the Leased Tract that is part of any other subdivision (e.g. Green Acres) shall comply with the terms and conditions of the covenants and restrictions governing the subdivision that apply to the portion of the Leased Tract. Any portion of the Authority Land that is part of the subdivision is governed by the restrictions and covenants governing the subdivision which shall control in the event of conflict between the covenants, restrictions, and conditions governing the subdivision and the Restrictions set forth in this Declaration and any amendments to this Declaration."

o. Access. Section 8.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 8.04 Declarant hereby reserves the right of ingress and egress for Declarant and any person authorized by Declarant, including an agent of Declarant or employees, over and across the Leased Tract and any and all on-water facilities whether located within the Leased Tract or Retained Land for all reasonable purposes of Declarant, including, without limitation, the construction, maintenance, repair, and/or replacements of

any roads, drainage facilities and power, water, wastewater, and other utility mains and lines that Declarant considers necessary or beneficial and for public safety, health, and welfare purposes; provided however, that (i) Declarant shall provide written notice at least 48 hours in advance of such entry to the Owner of such portion of the Leased Tract (except in the event of an emergency in which case advance notice shall not be required, but Declarant shall provide such written notice as soon as practicable thereafter), which notice shall state with reasonable specificity the purpose for such entry, (ii) Declarant shall promptly repair any damage to the portion of the Leased Tract caused by Declarant's entrance onto such Owner's portion of the Leased Tract; and (iii) Declarant shall use reasonable efforts to avoid interfering with the Owner's use of such Owner's portion of the Leased Tract."

p. Covenants Run With the Land. Section 10.01 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 10.01 **Covenants Run With the Land**. Each of the Restrictions on the Leased Tract shall be a burden on each portion of the Leased Tract, shall be appurtenant to and for the benefit of the other portions of the Authority Land and other portions of the Leased Tract and each part thereof and shall run with the land."

q. Duration. Section 10.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 10.04 **Duration**. Except as provided herein, the term of this Declaration shall be for a period of fifty (50) years (the "Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of five (5) years each (each such period being referred to as an "Extension Period") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, (i) the Owners of at least sixty percent (60%) of the Leased Lots which comprise the Residential Leased Land and Commercial Leased Land, and (ii) the Owners of at least sixty percent (60%) of the land area of the Retained Land; and (iii) Declarant, for so long as Declarant has any interest in the Authority Land, whether as an Owner or otherwise, duly execute, acknowledge and record in the office of the recorder of the counties in which the Authority Land is located a written termination notice, in which event, this Declaration shall automatically expire at the end of the Primary Period or Extension Period then in effect."

5. Miscellaneous.

- a. Entire Agreement. This Second Amendment, together with the Declaration, sets forth the entire agreement with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.
- b. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.
- c. Recordation. A fully executed original of this Second Amendment shall be recorded in the Official Public Records of Palo Pinto County, Texas.
- d. Headings. Headings are included for convenience only and are not to be used in the interpretation of this Second Amendment.
- e. Governing Law. This Second Amendment will be governed by and construed in accordance with the laws of the State of Texas.

[SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]

[SIGNATURE AND ACKNOWLEDGEMENT PAGE OF DECLARANT]

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to be effective as of the date first above written.

DECLARANT:

BRAZOS RIVER AUTHORITY,
a River Authority of the State of Texas

By: *Phillip Ford*
Phillip Ford, General Manager/CEO

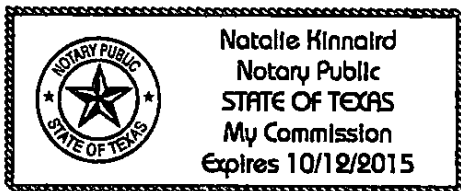
STATE OF TEXAS

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COUNTY OF MCLENNAN

On this 4th day of May, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Phillip Ford, to me known to be the General Manager/CEO of Brazos River Authority, the River Authority that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said River Authority, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Natalie Kinnaird
Notary Public in and for the State of Texas