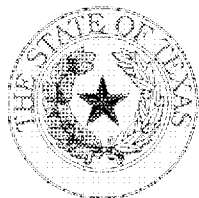


Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2022-0045566

Billable Pages: 7
Number of Pages: 8

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 12/14/2022 at 11:54 AM</p> <p>Document Number: <u>2022-0045566</u></p> <p>Receipt No: <u>22-37612</u></p> <p>Amount: \$ <u>50.00</u></p> <p>Vol/Pg: <u>V:7920 P:338</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

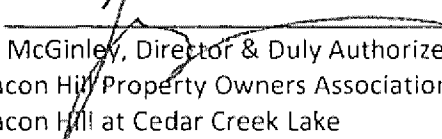
Record and Return To:

MANNING & MEYERS, ATTORNEY'S AT LAW
4340 NORTH CENTRAL EXPRESSWAY
DALLAS, TX 75206



EXECUTED this 14 day of December, 2022

Beacon Hill Property Owners Association, Inc. a/k/a
Beacon Hill at Cedar Creek Lake
A Texas non-profit corporation

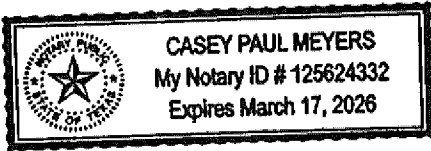
By: 
Joe McGinley, Director & Duly Authorized Agent
Beacon Hill Property Owners Association, Inc. a/k/a
Beacon Hill at Cedar Creek Lake

STATE OF TEXAS

§

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the 14 day of December, 2022, by Joe McGinley, Director and Duly Authorized Agent of Beacon Hill Property Owners Association, Inc. a/k/a Beacon Hill at Cedar Creek Lake, a Texas nonprofit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas
After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

powers herein granted shall commence and be in full force upon recordation of this Declaration in the Records and shall remain in full force and effect thereafter until conclusion of the Development Period."

WHEREAS, Article XII, Section 12.4 of the Declaration of the Association states as follows: *"the Covenants set forth herein are expressly subject to change, modification and/or deletion by means of amendment, at any time and from time to time, on the following basis:*

(a) During the Development Period, the Declarant shall have the right and privilege to amend, change, revise, modify or delete portions of these Covenants, and each and every Owner, Member and Resident specifically and affirmatively authorizes and empowers the Declarant, utilizing the attorney-in-fact status set forth in Section 12.1 above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as the Declarant (in its sole and absolute discretion) shall deem appropriate.

(b) From and after the Development Period, the Declarant shall have the right and privilege to amend, change, revise, modify or delete portions of these Covenants, and each and every Owner, Member and Resident specifically and affirmatively authorizes and empowers the Declarant, utilizing the attorney-in-fact status set forth in Section 12.1 above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as the Declarant (in its sole and absolute discretion) shall deem appropriate; provided, however, that any such amendment (i) is necessary to (A) bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination, (B) enable any reputable title insurance company to issue title insurance coverage on the Lots; (C) enable any Institutional Mortgagee to make, purchase, insure or guarantee mortgage loans on the Lots; or (D) satisfy the requirements of the City, County any local, state or federal governmental agency; or (ii) has no material, adverse effect upon a right granted an Owner under this Declaration without such Owner's written consent.

(c) From and after the Development Period or as otherwise specifically provided above, amendments to the Declaration must be agreed to and approved by (i) Class A Members in good standing holding at least fifty-one percent (51%) of the votes entitled to be cast by Class A Members, and (ii) the Declarant, so long as Declarant owns any property subject to this Declaration."

WHEREAS, Section 209.0041(h) of the Texas Property Codes states that *"a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls."*

WHEREAS, Section 209.0041(d) of the Texas Property Codes state that:

"(d) This section does not apply to the amendment of a declaration during the development period."

WHEREAS, the Beacon Hill at Cedar Creek Like is in the development period at the time of the filing of this Second Amendment to the Declaration.

WHEREAS, the Association, desires to amend the Declaration in certain respects;

WHEREAS, the Association has met the requirements of Article XII, Section 12.4 of the Declaration and the Texas Property Code. This amendment was approved by the Declarant in 2022.

WHEREAS, the terms and provision of the Beacon Hill Property Owners Association, Inc. a/k/a Beacon Hill at Cedar Creek Lake Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Beacon Hill at Cedar Creek Lake Declaration and any amendments and supplements thereto. The Declaration, and any amendments and supplements thereto shall run with title to the Property and are binding on all parties having any right, title, or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees, and assigns, and shall inure to the benefit of each Owner thereof.

WHEREAS, the effective date of this Amendment shall be the date of filing in the Kaufman Real Property Records.

RESOLVED, that pursuant to the provisions of Article XII of the Declaration, the Original Declaration and any amendments and supplements thereto of Beacon Hill Property Owners Association, Inc. a/k/a Beacon Hill at Cedar Creek Lake are hereby amended with the following Second Amendment to the Declaration of Beacon Hill Property Owners Association, Inc. a/k/a Beacon Hill at Cedar Creek Lake Beacon Hill Property Owners Association, Inc. a/k/a Beacon Hill at Cedar Creek Lake declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, as modified and amended herein.

NOW, THEREFORE, the Beacon Hill Property Owners Association, Inc. a/k/a Beacon Hill at Cedar Creek Lake Declaration is hereby amended as follows:

1. Correction to Exhibit B. "Exhibit B" to the Declaration of Beacon Hill at Cedar Creek Lake is hereby amended, superseded, and replaced with the attached "Exhibit B".
2. Statement of Purpose. It is intended that the Second Amendment to the Declaration of Beacon Hill at Cedar Creek Lake, as amended by this instrument, constitute the Declaration which governs the Association, and that the Exhibit B attached to the Declaration to the Declaration be fully superseded thereby.

[signature page follows]

IN WITNESS WHEREOF, Beacon Hill Property Owners Association, Inc. a/k/a Beacon Hill at Cedar Creek Lake has caused this Second Amendment to the Declaration for Beacon Hill at Cedar Creek Lake to be effective as of the date of its filing in the Kaufman County Clerk's Office.

EXECUTED this 14 day of December, 2022

Beacon Hill Property Owners Association, Inc. a/k/a
Beacon Hill at Cedar Creek Lake
A Texas non-profit corporation

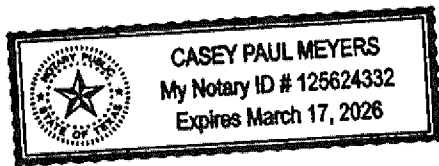
By: 
Joe McGinley, Director & Duly Authorized Agent
Beacon Hill Property Owners Association, Inc. a/k/a
Beacon Hill at Cedar Creek Lake

STATE OF TEXAS

§

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the 14 day of December, 2022, by Joe McGinley, Director and Duly Authorized Agent of Beacon Hill Property Owners Association, Inc. a/k/a Beacon Hill at Cedar Creek Lake, a Texas nonprofit corporation, on behalf of said corporation.





Notary Public in and for the State of Texas
After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

Exhibit B (Page 1)**BUILDING SETBACKS, HEIGHT AND ELEVATION RESTRICTIONS**

Lot	Address	Maximum Height (Refer to Figure 1) H1+H2 (feet)	Building Set Backs (Reference Figure)	Ground Floor Elevation (feet)
1	106 Pond Trail	35	3	327
2	112 Pond Trail	35	4	327
3	118 Pond Trail	35	4 (A)	327
4	124 Pond Trail	35	4 (A)	327
5	130 Pond Trail	35	3	327
6	136 Pond Trail	35	7	327
7	142 Pond Trail	35	9 (A)	327
8	143 Pond Trail	35	8 (A)	327
9	137 Pond Trail	35	6	327
10	125 Pond Trail	35	5	327
11	119 Pond Trail	35	6	327
12	107 Pond Trail	35	5 (A)	327
13	1023 Beacon Shore	35	5	327
14	1017 Beacon Shore	35	6	327
15	1011 Beacon Shore	35	5	327
16	1005 Beacon Shore	35	6	327
17	1117 Beacon Shore	20	5	326
18	1123 Beacon Shore	20	6	326
19	1129 Beacon Shore	20	5	326
20	1135 Beacon Shore	20	6	326
21	1141 Beacon Shore	20	5	326
22	1147 Beacon Shore	20	6	326
23	1153 Beacon Shore	20	5	326
24	1159 Beacon Shore	20	6	326
25	1165 Beacon Shore	20	5	326
26	1171 Beacon Shore	20	6	326
27	1177 Beacon Shore	20	5	326
28	1183 Beacon Shore	20	6 (A)	326
29	1189 Beacon Shore	20	5	326
30	1195 Beacon Shore	20	6	326
31	1201 Beacon Shore	20	5	326
32	1207 Beacon Shore	20	6	326
33	1213 Beacon Shore	20	5	326
34	1219 Beacon Shore	20	6	326
35	1225 Beacon Shore	20	5	326
36	1231 Beacon Shore	20	6	326
37	1237 Beacon Shore	20	5	326
38	1243 Beacon Shore	20	6	326
39	1249 Beacon Shore	20	5	326
40	1255 Beacon Shore	20	6	326
41	1261 Beacon Shore	20	5	326
42	1267 Beacon Shore	20	6	326
43	1273 Beacon Shore	20	5	326
44	1279 Beacon Shore	20	6	326
45	1285 Beacon Shore	20	5	326
46	1291 Beacon Shore	20	6	326
47	1297 Beacon Shore	25	5	326
48	1303 Beacon Shore	25	6	326
49	1309 Beacon Shore	25	5	326
50	1315 Beacon Shore	25	6	326
51	139 Island View	25	2 (A)	(C)
52	133 Island View	25	3	(C)
53	127 Island View	25	2	(C)
54	121 Island View	25	3	(C)
55	115 Island View	25	2	(C)
56	109 Island View	25	3 (A)	(C)
57	104 Island View	25	3 (A)	(C)
58	110 Island View	25	2	(C)
59	116 Island View	25	3	(C)

Notes: (A) Platted easements and building lines supercede Figures 2 through 9.
(B) Subject to division of lot based on zoning provision.
(C) Ground floor elevation restrictions do not apply to lakeview lots.

#2022-0045566

Filed for Record in Kaufman County TX

12/14/2022 11:54:19 AM