SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, **RESTRICTIONS. AND EASEMENTS OF SUMMIT RANCH**

§ STATE OF TEXAS § § COUNTY OF PARKER

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF SUMMIT RANCH (this "Second Amendment") is made to be effective as of the Effective Date (as hereafter defined).

RECITALS

WHEREAS, the "Declaration Of Covenants, Conditions, Restrictions And Easements Of Summit Ranch" was recorded in the Official Public Records of Parker County, Texas on May 29, 2024 as Document Number 202413602 (the "Declaration"); and

WHEREAS, the "First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Summit Ranch" was recorded in the Official Public Records of Parker County, Texas on August 22, 2024 as Document Number 202421811 (the "First Amendment"); and

WHEREAS, Section 12.1 of the Declaration provides the Declaration may be amended by Savage Creek, L.L.C., a Texas limited liability company ("Savage Creek"), not the Board or the Members, as long as Savage Creek owns one (1) Lot as defined in the Declaration; and

WHEREAS, Savage Creek still owns a Lot in Summit Ranch; and

WHEREAS, the consent of Savage Creek was lawfully obtained; and

NOW, THEREFORE, Savage Creek, as Declarant, and pursuant to Section 12.1 of the Declaration, hereby adopts, establishes, and imposes upon the Property and declares that the Property shall be held, transferred, sold, conveved, mortgaged, occupied, and enjoyed, subject to the following amendment to the Declaration:

Section 7.3 of the Declaration is hereby deleted and superseded in its place with the following:

Regular Assessment and Special Assessments. The Association, acting 7.3 through its Board, may levy a Regular Assessment on the Lots for the calendar year, which shall be due January 1 of each year. The Association, acting through its Board, may also levy, in addition to the Regular Assessments, one (1) or more Special Assessments in a calendar year. All Assessments, other than fines related to a particular Lot or Owner, are applicable and uniform as to all Owners and Lots

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for Lots 15-59, Block 1. All Assessments, other than fines related to a particular Lot or Owner, are applicable and uniform as to all Owners and Lots for Lots 1-14, Block 1; provided, however, considering Lots 1-14, Block 1 have public road access without the necessity of utilizing any of the Roads, the Regular and Special Assessments for those Lots shall be one half (1/2) of the Regular and Special Assessments of Lots 15-59, Block 1. The purpose of the Assessments is the defraying in whole or in part the cost of insuring, maintaining, constructing, reconstructing, repairing, or replacing the Common Properties, including necessary fixtures and personal property related thereto, or for such other lawful purpose related to the use and maintenance of the Property and/or the Common Properties as the Association may determine.

By the execution of this Second Amendment by Savage Creek, the Association, the Members, and the Property are hereby bound by this Second Amendment. Capitalized terms herein have the meaning as set forth in the Declaration and the First Amendment. Except as specifically set forth herein, the Declaration and the First Amendment are unchanged and shall remain in full force and effect and shall govern Summit Ranch and the Association.

IN WITNESS WHEREOF, Savage Creek has caused the foregoing to be executed to be effective as of the date of filing in the Official Public Records, Parker County, Texas ("Effective Date").

DECLARANT: Savage Creek Homes, L.L.C., A Texas limited liability company L.P. Ladouceur, Manager STATE OF TEXAS) COUNTY OF PARKER)

This instrument was acknowledged before me on April $\cancel{14}$, 2025, by L.P. Ladouceur, Manager of Savage Creek Homes, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas My commission expires: <u>5-20-25</u>

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

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