

**SECOND AMENDMENT TO THE MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BOZMAN FARM ESTATES**

**STATE OF TEXAS §
 § **KNOW BY ALL MEN THESE PRESENTS:**
COUNTY OF COLLIN §**

This Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Bozman Farm Estates (this "Amendment") is made by DEVELOPMENT SOLUTIONS BZ, L.L.C., a Delaware limited liability company ("Declarant"), for itself and as successor declarant to Bozman Farm Development, Ltd., effective as of the date of the filing of this instrument in the Real Property Records of Collin County, Texas, per Section 8.2(C) of the Declaration.

WITNESSETH:

WHEREAS, that certain Master Declaration of Covenants, Conditions and Restrictions for Bozman Farm Estates was recorded on June 15, 2004 as Instrument No. 2004-0087747 in the Real Property Records of Collin County, Texas (the "Original Declaration");

WHEREAS, the Original Declaration was (i) supplemented by the First Supplementary Declaration of Master Covenants, Conditions and Restrictions for Bozman Farm Estates recorded on June 23, 2005, under County Clerk's File Number 2005-0083976, Real Property Records, Collin County, Texas, (ii) amended by First Amendment to Master Declaration recorded on April 16, 2015, under County Clerk's File Number 20150416000426040, Real Property Records, Collin County, Texas, (iii) supplemented by the Second Supplementary Declaration of Master Covenants, Conditions and Restrictions for Bozman Farm Estates recorded on April 15, 2015, under County Clerk's File Number 20150415000425150, Real Property Records, Collin County, Texas, (iv) supplemented by the Third Supplementary Declaration of Master Covenants, Conditions and Restrictions for Bozman Farm Estates recorded on March 8, 2016, under County Clerk's File Number 20160308000277520, Real Property Records, Collin County, Texas, (v) supplemented by the Fourth Supplementary Declaration of Master Covenants, Conditions and Restrictions for Bozman Farm Estates recorded on March 28, 2017, under County Clerk's File Number 20170328000394060, Real Property Records, Collin County, Texas, (vi) supplemented by the Fifth Supplementary Declaration of Master Covenants, Conditions and Restrictions for Bozman Farm Estates recorded on December 15, 2017, under County Clerk's File Number 20171215001658120, Real Property Records, Collin County, Texas; and (vii) supplemented by the Sixth Supplementary Declaration of Master Covenants, Conditions and Restrictions for Bozman Farm Estates recorded on October 2, 2018, under County Clerk's File Number 20181236620, Real Property Records, Collin County, Texas (as supplemented and amended, the "Master Declaration");

WHEREAS, Bozman Farm Development, Ltd. transferred and assigned all of its rights, title, privileges, power, authority, benefits, obligations and interest as the declarant, and the right to act as declarant, under the Declaration by Assignment of Declarant Rights dated as of March 21, 2017, and recorded on March 28, 2017, under County Clerk's File Number 20170328000394970, Real Property Records, Collin County Texas;

WHEREAS, pursuant to Section 8.2(A) of the Original Declaration, Declaration maintains the right to amend the Declaration at any time that Declarant owns land within the Property;

WHEREAS, the Declarant currently owns land within the Property; and

WHEREAS, the Declarant now desires to make certain amendments to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 1.12 of the Declaration is hereby amended to read as follows:

1.12 "Improvement" or "Improvements" means all buildings storage sheds and roofed structures, parking areas, fences, walls, hedges, mass plantings, driveways, swimming pools, changes in any exterior color or shape, and any new exterior construction or exterior improvement. It does not include garden shrub or tree replacements or any other additional replacement or repair of any magnitude which does not change exterior appearances. It does include both original improvements and all later changes and improvements."

2. Section 1.13 of the Declaration is hereby amended to read as follows:

1.13 "Lot" shall mean any plot of land shown on any recorded plat of the Property filed or approved by Declarant, and for the purposes of this Master Declaration, shall mean 1,275 Lots for the Property (as defined in Section 1.19 herein), subject to the rights of Declarant to add additional Lots pursuant to supplementary declarations permitted under the provisions of Section 2.2 of this Declaration.

3. Section 4.8 of the Declaration is hereby intentionally deleted in its entirety.

4. Section 6.3 of the Declaration is hereby amended to read as follows:

6.3 Nonresidential Uses; Leasing. No manufacturing, trade, business, commerce or industry, whatsoever, including but not limited to operation of a group home or day care, will be conducted or carried on upon any Lot or any part thereof, or in any building or other structure erected thereon, except those professions and other occupations which are conducted or carried on with the prior approval of the Architectural Committee. Residences on Lots may be leased; however, no lease shall be made for transient, hotel, or short-term rental purposes (including without limitation Airbnb, VRBO, HomeAway, Flipkey or other such short-term rental service) or for an initial term of less than six (6) months (except by a first mortgagee following a foreclosure of any lien securing sums borrowed for the purchase of the Lot in question or for the construction of the original dwelling thereon).

No Owner shall lease less than an entire residence. Any such lease shall be in writing, shall state that it is subject in all respects to the provisions of the Declaration, and shall provide that any failure by the tenant thereunder to comply with the terms and provisions of the Declaration shall be and constitute a default under such lease. A copy of each lease shall be submitted to the Association within ten (10) days after execution.

5. Section 6.4 of the Declaration is hereby amended to read as follows:

“6.4 Temporary Structures and Parking. No temporary structure of any kind shall be erected or placed upon any Lot except as provided in this Article. Any truck, bus, boat, boat trailer, recreational vehicle, camper or any vehicle other than a conventional automobile shall, if brought within the Property, be stored, placed or parked within the garage or backyard area or the appropriate Lot, and if stored in the backyard area, such truck, bus, boat, boat trailer, recreational vehicle, camper or any vehicle other than a conventional automobile shall be stored, placed or parked so that it is not visible from any public street. No trailer, mobile home, tent, camper vehicle or temporary house shall be placed or erected on any Lot for use as a dwelling. No bus or mobile home may be parked, placed or stored on any Lot. No parking will be permitted on a street within any cul-de-sac.

6. Section 6.6 of the Declaration is hereby amended to read as follows:

“6.6 Signs. Except for Permitted Signage (as defined below), no sign or signs shall be displayed to the public view on any Lot unless it has been approved by the Architectural Committee, except that Declarant may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots which signs shall be located in the common area designated on any recorded plat within the Property. Without limiting the foregoing, a “For Rent” or “For Lease” sign shall not be displayed to the public view on any Lot. For purposes of this Amendment, “Permitted Signage” shall include the following sign or signs: (a) on each Lot owned by a builder, such builder’s professional advertising and promotional signage (of not more than twelve (12) square feet in size) during the construction and sale of a dwelling designed in accordance with the design guidelines prepared and approved by the Declarant; (b) signage for a political candidate or ballot item for an election (i) on or after the ninetieth (90th) day before the date of the election to which the sign relates or (ii) before the tenth (10th) day after the election date, in accordance with Section 202.009 of the Texas Property Code; (c) a “For Sale” sign (of not more than six (6) square feet in size) displayed by the Owner of the Lot or the agent of such Owner for the sale of that Lot and its improvements; and (d) such other signage approved by the Architectural Committee. Declarant and its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and, in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs shall comply with the sign regulations of the City. The Association shall have the right, but not the obligation, to remove signs that detract from the overall integrity of the development of the Property.

7. Section 6.16 of the Declaration is hereby added and shall read as follows:

“6.16 Dwelling Size. Each single-family dwelling constructed on any Lot shall contain a minimum required floor area of no less than one thousand seven hundred (1,700) square feet of floor area or such greater size as required by the planned development documents filed of record and encumbering the Property. For purposes of this Section, minimum required floor area shall be designed and used directly and specifically for dwelling purposes, and computed exclusive of breezeways, garages, open porches, carports, accessory buildings or accessory space.”

8. Section 6.17 of the Declaration is hereby added and shall read as follows:

“6.17 Fences, Walls and Hedges. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to the front or side property lines than specified in the setback requirements as may be set forth in any validly recorded declaration, restriction, plat or other encumbrance. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically approved by the Architectural Committee. No fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Architectural Committee. All landscape plantings within the ten (10) foot wide landscape and fence easement must be approved by the Architectural Committee. All wood piles, tool sheds or service facilities must be behind fences, walls or landscaping so as not to be visible from any street. The design and all materials used to build fences or walls shall be subject to approval of the Architectural Committee. Any fence constructed on or adjacent to a collector street or open space must be made of cedar with a wood cap and trim board. Any fence constructed on or adjacent to an easement rather than on a property line must contain a gate sufficient in size to allow access to the area between the fence and property line for mowing and maintenance purposes.”

9. Section 6.18 of the Declaration is hereby added and shall read as follows:

“6.18 Building Materials. Exterior wall construction below the first floor ceiling plate line shall consist of not less than seventy-five percent (75%) masonry. No single wall face of any residence shall be less than fifty percent (50%) masonry unless the wall is on a porch, patio, courtyard or breezeway. Any wall face of a residence facing a collector street shall consist of not less than one hundred percent (100%) masonry. Any chimney flue constructed on an exterior wall that faces a street shall consist of not less than one hundred percent (100%) masonry. Installation of all types of exterior items and surfaces such as lights, mail chutes, towers and antennas shall be subject to the prior approval of the Architectural Committee.”

10. Section 6.19 of the Declaration is hereby added and shall read as follows:

“6.19 Window Air Conditioners. No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained on or in any residential dwelling.”

11. Section 6.20 of the Declaration is hereby added and shall read as follows:

“6.20 Exterior Building Color. The color of any building constructed on a Lot shall be substantially the same as the color of any prior building constructed on the Lot with which the building is being replaced. The paint on all buildings shall be maintained so as to present a well-painted appearance and chipped, peeling or badly faced paint shall be replaced or reapplied.”

12. Section 6.21 of the Declaration is hereby added and shall read as follows:

“6.21 Damage or Destruction of Improvements. If any single family residence or other Improvement constructed on a Lot is damaged or destroyed by casualty, hazard or any other cause, including fire or windstorm, then within a reasonable period of time (not to exceed ninety (90) days following the date of the occurrence), the Owner of the Lot shall cause the damaged or destroyed Improvements to be repaired, rebuilt or reconstructed, or removed and cleared from the Lot. In the event the Owner does not comply with this provision, then Declarant or the Association may, after thirty (30) days written notice to the Owner, cause any destroyed Improvements to be removed and the Lot cleared and charge the cost thereof to the Owner. In that event, neither Declarant nor the Association nor any member thereof shall be liable in trespass or for damages, expenses, costs or otherwise to the Owner for the removal and clearing. The Association shall have no obligation to procure insurance to protect against fire or other casualty to any of the single family residences, and each single family residence Owner is encouraged to procure and maintain the insurance coverage that is deemed prudent or desirable by the Owner.”

13. Section 6.22 of the Declaration is hereby added and shall read as follows:

“6.22 Harboring of Plant Disease and Insects. No Owner shall permit any thing or condition to exist upon a Lot which shall induce, breed, or harbor plant diseases or noxious insects.”

14. Section 6.23 of the Declaration is hereby added and shall read as follows:

“6.23 Encroachment of Sidewalks. No tree, shrub, or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any street, sidewalk or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Architectural Committee.”

15. Section 6.24 of the Declaration is hereby added and shall read as follows:

“6.24 Underground Utilities. With the exception of initial subdivision transmission lines, no gas, electric, power, telephone, water, sewer, cable television, or other utility or service lines of any nature or kind shall be placed, allowed, or maintained upon or above the ground, except to the extent, if any, that underground placement thereof may be prohibited by law or would prevent the subject line from being functional. Further, this provision shall not prohibit service pedestals and above-ground switch cabinets and transformers where required.”

16. Section 6.25 of the Declaration is hereby added and shall read as follows:

“6.25 Satellite Dishes and Telecommunication Equipment. Subject to federal law (including without limitation Section 207 of the Telecommunications Act of 1996, as the same may be amended from time to time), a satellite dish installed on any Lot shall not exceed one meter (39.37") in diameter and shall not extend more than three (3) feet above the fence line. Dishes shall be installed in the back of a residential dwelling unless such placement would preclude receipt or transmission of an acceptable quality signal or impose unreasonable expense or delay.”

17. Section 6.26 of the Declaration is hereby added and shall read as follows:

“6.26 Clotheslines. No clothesline shall be maintained on any Lot unless it is hidden from view by a hedge or other protective enclosure, in a manner approved by the Architectural Committee.”

18. Section 6.27 of the Declaration is hereby added and shall read as follows:

“6.27 Commercial Vehicles. The use of any carport, driveway or parking area that may be in front of, adjacent to or a part of any Lot as a habitual parking place for Commercial Vehicles is prohibited. The term “Commercial Vehicles” all automobiles, trucks and vehicular equipment, as well as station wagons, which shall bear signs or shall have printed on the sides of the same reference to any commercial undertaking or enterprise.”

19. Section 6.28 of the Declaration is hereby added and shall read as follows:

“6.28 Storage Sheds. No storage shed shall be permitted on any Lot without the prior written approval of the Architectural Committee. The building materials, style and location of all storage sheds are subject to the review and approval of the Architectural Committee.”

Any provision(s) in the Declaration, Bylaws, Rules or Resolutions which are in conflict with the provisions hereof, directly or indirectly, are hereby amended but all other provisions of the Declaration, Bylaws, Rules or Resolutions are hereby affirmed and shall not be affected.

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed effective as of the date of recordation in the Real Property Records of Collin County, Texas.

[Signature Page Follows]

This Amendment is executed by the undersigned on the date of acknowledgment set forth below.

SUCCESSOR DECLARANT:

DEVELOPMENT SOLUTIONS BZ, L.L.C.,
a Delaware limited liability company

By: *Rudy Newell*
Name: Rudy Newell
Title: Vice President

NOTARY ACKNOWLEDGEMENT

STATE OF Minnesota

COUNTY OF Hennepin

This instrument was acknowledged before me on the 23 day of July, 2019, by Rudy Newell, as VP of Development Solutions BZ, L.L.C., a Delaware limited liability company, on behalf of said entity.

MmBm
Notary Public, State of MINNESOTA



CONSENT OF LENDER

The undersigned, being the owner and holder of the lien (the "Lien") created under an Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement covering the Property, recorded on April 2, 2018, under County Clerk's File Number 20180402000385850, Real Property Records, Collin County, Texas, hereby consents to the filing of this Amendment and agrees that (a) the Lien shall be subordinate to the Amendment and (b) the foreclosure of the Deed of Trust or the Lien will not extinguish the Amendment.

LENDER:

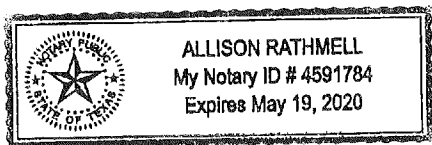
BANK OZK

By: 7-29-19
Name: JUAN F. GONZALEZ
Title: MANAGING DIRECTOR - RESO

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 29 day of July, 2019, by Juan Gonzalez, the Managing Director of Bank OZK, on behalf of said bank.



Allison Rathmell
Notary Public, State of Texas



Return Acknowledgement to:
Capitol Services, Inc.
PO Box 1831
Austin, TX 78767
800.345.4647

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/05/2019 11:56:05 AM
\$54.00 NPRECELLA
20190805000933610



Stacey Kemp