

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2006 00076650

Instrument Number: 2006-76650

Recorded On: June 27, 2006

As  
Amendment

Parties: MAW CROSS OAK RANCH LP

To

Billable Pages: 11

Number of Pages: 11

Comment:

**\*\* Examined and Charged as Follows: \*\***

Amendment	56.00
Total Recording:	56.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 2006-76650

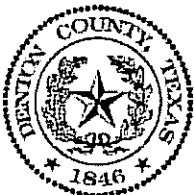
Receipt Number: 301401

Recorded Date/Time: June 27, 2006 09:17A

User / Station: P Sallee - Cash Station 4

**Record and Return To:**

MAW CROSS OAK RANCH  
C/O STEVE MAGLISCEAU  
13455 NOEL RD 23RD FLR  
DALLAS TX 75240



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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 Denton County, Texas.

*C. Mitchell*

County Clerk  
Denton County, Texas

**SECOND AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CROSS OAK RANCH**

STATE OF TEXAS                     §  
   §  
COUNTY OF DENTON               §

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS OAK RANCH (the "Amendment") is executed to be effective as of the \_\_\_\_ day of May, 2006, by MAW CROSS OAK RANCH, LP., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

A. MAW Cross Oak Ranch, Pulte Homes of Texas, and RH of Texas, as "Declarants" previously executed that certain Declaration of Covenants, Conditions and Restrictions for Cross Oak Ranch (the "Declaration") dated December 30, 2002, recorded in Volume 5242, Page 533 of the Real Property Records, ~~Collin County~~ <sup>Denton</sup>, Texas, affecting certain real property more particularly described in the Declaration, reference to which is hereby made for all purposes (the "Property"). Terms which are defined in the Declaration shall have the same meanings when used herein.

B. Pursuant to Section 9.4 of the Declaration, the Declaration may be amended with approval of the owners of not less than 70% of the lots and each Declarant (for as long as each Declarant shall own any Lot).

C. Declarants, together with Bowen Builders Group of Texas, own not less than 70% of the Lots which are subject to the Declaration.

D. Declarants, together with Bowen Builders Group of Texas, desire to execute this Amendment for the purpose of amending the Declaration in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. Construction Provisions. Article 3, Section 3.4 Specific Construction Provisions, paragraph (e) Ancillary Structures, subparagraph (10) "Signage" is hereby amended as follows:

The first sentence of the paragraph: "Except for a Declarant's signs or Builders' signs approved by a Declarant for such Declarant's portion of the Property as provided in Section 2.1(c) hereof, no signage may be maintained on any lot or in the Common Area other than signs which do not exceed five (5) sq. ft. of tasteful design and which advertise a Lot or Residence for sale or rent."

Shall be replaced with: "Except for a Declarant's signs or Builders' signs approved by a Declarant for such Declarant's portion of the Property as provided in Section 2.1(c) hereof, no signage may be maintained on any lot or in the Common Area other than signs which do not exceed five (5) sq. ft. of tasteful design and which advertise a Lot or Residence for sale. Signs promoting homes for rent or lease are prohibited in the community."

2. **Construction Provisions.** Article 3 is modified to include the following addition to section 3.4 Specific Construction Provisions, subparagraph (2) Fences and Walls:

"Prior written approval by the ACC is required for any colored application to any fence in the community visible from any street. The ACC shall publish a list of suitable color selections for applicants, no other colors will be considered"

3. **Construction Provisions.** Article 3 is modified to include the following additional subparagraph (c) Yard Art to section 3.8 Construction Period and Process:

"(c) Yard Art. The addition of statues, sculptures, bird baths, etc. to the yard that faces the street and any additions to the front elevation of any home must receive prior written approval from the ACC. "

4. **Assessments.** Article 6, Section 6.5 Liability for and Enforcement of Assessments, paragraph (i) Capital Improvement Contribution is hereby amended as follows:

The first sentence of the paragraph: "At the time of sale of record title to a Lot by Owner other than a Declarant to a Builder, a contribution shall be made by or on behalf of such Owner to the capital improvement account of the Association in an amount equal to One Hundred and No/100 Dollars (\$100.00)."

Shall be replaced with: "At the time of sale of record title to a Lot by Owner other than a Declarant to a Builder, a contribution shall be made by or on behalf of such Owner to the capital improvement account of the Association in an amount equal to Two Hundred and No/100 Dollars (\$200.00)."

5. **Use Provisions.** Article 2, Section 2.1 Permitted Uses, is modified to include the following additional paragraph (d) Renting and Leasing:

(d) Renting and Leasing: Owners renting or leasing property are required to provide background checks of prospective tenants, and when making selections be mindful that the Denton County Sherriff's Office is not staffed to provide adequate monitoring of sex offenders. Owners will notify the HOA management company if they rent/lease to a registered sex offender.

6. Severability. If any term or provision of this Amendment or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Amendment shall be valid and shall be enforced to the extent permitted by law.


7. Entire Agreement. This Amendment is executed by Declarants along with Bowen Builders Group of Texas pursuant to the authority granted under Section 9.4 of the Declaration. Except as amended by this Amendment, the Declaration remains in full force and effect in accordance with its terms. In construing the provisions of this Amendment and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

EXECUTED to be effective as of the day and year first above written.

DECLARANT:

MAW CROSS OAK RANCH, LP.,  
a Texas limited partnership

By: MAW CROSS OAK HOLDINGS, LLC.,  
a Texas corporation,  
General Partner

By:   
Deborah A. Thomas, Partner  
*manager*

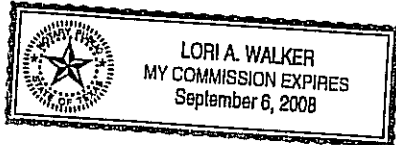
STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Deborah A. Thomas, as Partner of MAW CROSS Oak Holdings, LLC, a Texas corporation, as General Partner of MAW Cross Oak Ranch, LP., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation on behalf of said limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16<sup>th</sup> day of June, 2006.



Lori A. Walker  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

DECLARANT:

PULTE HOMES OF TEXAS, LP.,  
a Texas limited partnership

By: PN I, Inc.  
a Nevada corporation,  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


STATE OF TEXAS

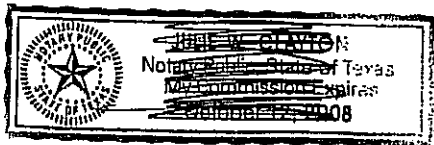
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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Deborah A. Thomas, as Partner of MAW CROSS Oak Holdings, LLC, a Texas corporation, as General Partner of MAW Cross Oak Ranch, LP., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation on behalf of said limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of July, 2006.

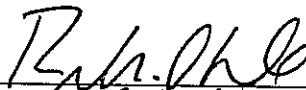
  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



DECLARANT:

PULTE HOMES OF TEXAS, LP.,  
a Texas limited partnership

By: PN I, Inc.  
a Nevada corporation,  
General Partner

By:   
Name: Richard Dix  
Title: Asst. Sec.

STATE OF TEXAS

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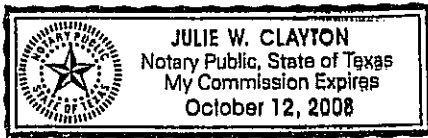
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Richard Dix, as <sup>1st</sup> Secy of PN I, Inc., a Nevada corporation, as General Partner of Pulte Homes of Texas, LP., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation on behalf of said limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of June, 2006.

Julie W. Clayton

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



DECLARANT:

RH OF TEXAS LIMITED PARTNERSHIP  
a Maryland limited partnership

By: RYLAND HOMES OF TEXAS, Inc.  
a Texas corporation,  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as \_\_\_\_\_ of PN I, Inc., a Nevada corporation, as General Partner of Pulte Homes of Texas, LP., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation on behalf of said limited partnership, and in the capacity therein stated.

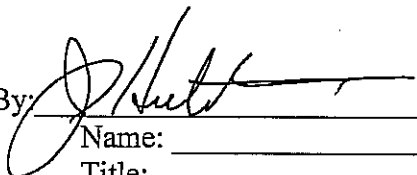
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

DECLARANT:

RH OF TEXAS LIMITED PARTNERSHIP  
a Maryland limited partnership

By: RYLAND HOMES OF TEXAS, Inc.  
a Texas corporation,  
General Partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



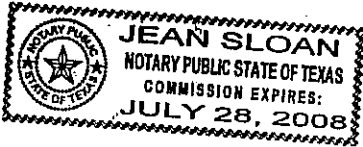
STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared John D Hutchinson, as Vice Pres. of Ryland Homes of Texas, Inc., a Texas corporation, as General Partner of MAW Cross Oak Ranch, LP., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation on behalf of said limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of June, 2006.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

BOWEN BUILDERS GROUP OF TEXAS, INC.,  
a Texas Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF DALLAS ~~Count~~

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Ryland Homes of Texas, Inc., a Texas corporation, as General Partner of MAW Cross Oak Ranch, LP., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation on behalf of said limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

BOWEN BUILDERS GROUP OF TEXAS, INC.,  
a Texas Corporation

By:   
Name: Dale Stots  
Title: President Texas Operations

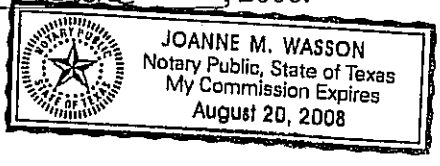
STATE OF TEXAS

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COUNTY OF DALLAS Collin

BEFORE ME, the undersigned authority, on this day personally appeared Dale Stotts, as President of Bowen Builders Group of Texas, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation on behalf of said limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of June, 2006.



Joanne M. Wasson  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS