



**AMENDMENT TO RESTRICTIVE COVENANTS
FOR
STONEGATE II
A SUBDIVISION IN BELL COUNTY, TEXAS**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL §

The undersigned, CAROTHERS PROPERTIES, LTD. and CAROTHERS EXECUTIVE HOMES, LTD., the owners of all of the lots in STONEGATE II Subdivision, do hereby amend the restrictive covenants which are recorded in Volume 5679, Page 88 of the Official Public Records of Real Property of Bell County, Texas, and which restrict the use of said land, as follows:

Paragraph 38 of the Restrictive Covenants is deleted and is replaced with the following:

38. **Home Owner's Association.** Every person or entity who is a record owner of a lot in Stonegate II will be a member of Temple Stonegate Home Owners Association, Inc. ("the Association").

Members

a. Every member of The Association shall be subject to the Certificate of Formation and Bylaws of the Association. The members of the Association will have the responsibility of administering and enforcing the covenants, conditions, and restrictions pertaining to Lots within Stonegate II.

Dues and Assessments

b. Each member, jointly and severally, by the acceptance of a deed or other instrument of conveyance to a Lot or Lots in Stonegate II shall be deemed to covenant and agree to pay to the Association annual dues and special assessment fees for capital improvements as determined by the board of directors. The annual dues and special assessments shall be assessed against each individual lot. Annual dues and special assessment rates may be changed by the directors of the Association from time to time but not more often than once every six (6) months; provided that any change shall have the consent of two-thirds of the affirmative vote of the Owners of Lots represented herein. Any member who has not paid in full all dues and assessments levied by the Association shall not be eligible to vote. Written notice of proposed assessments and dues shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The dues and assessments, together with interest, costs, taxes and reasonable attorney's fees, if

any, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each assessment is made. The dues and each assessment shall also be the obligation of the person or entity who was the Owner of such Lot or Lots at the time when the dues or assessment fell due.

Purposes

c. The purposes for which the Association is organized are those which include, but are not limited to, the management and maintenance of the common areas of Stonegate II, including the care and maintenance of signage and areas along fencing easements. It is the Association's intention that such common areas and easements be preserved for their intended purpose, which is to enhance the appearance of same to the public, and to provide for the common benefit and welfare of the Owners of Lots in the subdivision.

Maintenance Fund

d. Annual and special assessments collected shall be combined into a single "Maintenance Fund" to be expended for owning, developing and maintaining along fencing easements and in common areas. Fencing easements and common areas may be added at a later date provided that any such change shall have the consent of two-thirds of the affirmative vote of the Property Owners. The Association's board of directors will appoint a responsible person or persons who will act as the custodian and administrator of said Maintenance Fund, and shall have the right to collect, hold and expend any and all monies paid or to be paid into said fund, to carry out the provisions hereof. Annual and special assessments shall not apply to any Lot owned by any person, firm or corporation if said Lot is primarily held for resale or constructing improvements thereon for the purpose of selling same. Upon the sale of any lot, such assessment charges and dues shall thereafter become effective and accrue against such lot. It is agreed and understood that the judgment of the board of directors of the Association or its successor assigned as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds or any part thereof, shall be binding, final and conclusive on all parties at interest.

Assessments Due Date

e. All annual dues shall be due and made payable to the Association on the first day of August of each year. Any assessments or dues not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Property. No member may waive or otherwise escape liability for the assessments or dues provided for herein by nonuse of the common areas or abandonment of a Lot or Lots.

Lien for Assessments

f. The lien of the dues and assessments provided for herein shall be subordinate and inferior to any lien upon a Lot given to secure an obligation for purchase money, construction costs, or any subsequent improvements created by a mechanic's lien. Sale or transfer of any Lot shall not affect the assessment lien and any purchaser of a lot shall take it subject to any such liens for dues and assessments.

All other restrictive covenants are hereby ratified and confirmed in every respect.

IN TESTIMONY the undersigned has caused these Amendments to Restrictive Covenants to be effective this 9th day of March, 2009.


CAROTHERS PROPERTIES LTD., a Texas limited partnership

BY:


JASON T. CAROTHERS, PRESIDENT OF J&J
CAROTHERS ENTERPRISES, L.L.C.,
GENERAL PARTNER

CAROTHERS EXECUTIVE HOMES, LTD.

BY:


JASON T. CAROTHERS, PRESIDENT of J&B
CAROTHERS MANAGEMENT, L.L.C.,
GENERAL PARTNER

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on March 10, 2009, by JASON T. CAROTHERS, PRESIDENT of J&B CAROTHERS MANAGEMENT, general partner of CAROTHERS EXECUTIVE HOMES, LTD., a Texas limited partnership, on behalf of said.



Stephanie Ann Ervin
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on this the 10th day of March, 2009, by JASON T. CAROTHERS, PRESIDENT OF J&J CAROTHERS ENTERPRISES, L.L.C., general partner of CAROTHERS PROPERTIES LTD., a Texas limited partnership, on behalf of said partnership.



Stephanie Ann Ervin
NOTARY PUBLIC STATE OF TEXAS

*Gonessa Harrell
PO Box 3310
Temple 76505*

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2009-00008327

Recorded On: March 10, 2009
As Recordings

Parties: CAROTHERS PROPERTIES LTD
To STONEGATE II

Billable Pages: 4
Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

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

Recordings	26.00
Total Recording:	26.00

***** DO NOT REMOVE 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:

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JONES & HARRELL
P O BOX 3310
TEMPLE TX 76505

User / Station: A Tammy - Indexing Station 1



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

A handwritten signature in cursive script that reads "Shelley Coston".