

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:
Eagle's Nest Homeowners Association, Inc.
c/o Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF SAN AUGUSTINE §
COUNTY OF SABINE §

**SECOND SUPPLEMENT OF AND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE EAGLE'S NEST**

(Hidden Valley Annexation, San Augustine and Sabine County, Texas)

THIS SECOND SUPPLEMENT OF AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EAGLE'S NEST (this "Supplement") is made and entered into as of March 15, 2024 (the "Effective Date") by LIBERTY BANKERS LIFE INSURANCE COMPANY, an Oklahoma corporation. ("Declarant").

PRELIMINARY STATEMENTS

WHEREAS, on August 11, 2022, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Eagle's Nest recorded on August 12, 2022, as Document No. 00074709, in the Official Public Records of San Augustine County, Texas, as amended and modified by that certain Supplement of and Amendment to Declaration of Covenants, Conditions and Restrictions for the Eagle's Nest dated October 24, 2023, and recorded on October 26, 2023 as Document No. 00079438 in the Official Public Records of San Augustine County, Texas, (as amended and modified, the "Declaration");

WHEREAS, the Declaration affects all of the real property and improvements located within land described in the Declaration and any Supplement thereto.

WHEREAS, the Development Period (as defined in the Declaration) is still in effect;

WHEREAS, during the Development Period, in accordance with the terms of the Declaration, Declarant may unilaterally amend the Declaration without the joinder or consent of any other party, by an instrument in writing duly signed, acknowledged, and filed for record in San Augustine County to, among other things, correct errors and misstatements in the Declaration, modify the designation of the area of common responsibility and/or to create easements and common areas within the Property; and

WHEREAS, Declarant is the owner of and desires to annex the real property described on **Exhibit A-1** attached hereto and incorporated herein by reference (the "Additional Land") and being hereafter referred to as the Hidden Valley Land or Neighborhood with Declarant being the "Declarant" with respect to the Additional Land, and amend and modify the Declaration to include the Additional Land in the "Property" (as defined in the Declaration), and executes and records this Supplement as evidence of its approval of inclusion and annexation of the Additional Land into the Property subject to the Declaration.

WHEREAS, Declarant desires to supplement, amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment, and Declarant intends that the Additional Land be considered Property for purposes of the Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of the Declaration, including the rights of Declarant as the "Declarant" with respect to the Additional Land, will apply to the Additional Land, and Declarant desires to amend the Declaration to include such Additional Land within the Property, subject to the terms of this Supplement.

NOW, THEREFORE, the Declarant does hereby amend the Declaration for recording in San Augustine and Sabine Counties as follows:

NOW, THEREFORE, the Declarant does hereby adopt this Supplement and amends the Declaration as follows:

1. **Definitions.** Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. **Additional Land Subject to Declaration.** In accordance with the provisions of the Declaration, Declarant does hereby amend the Declaration to include the Additional Land as part of the Property subject to the Declaration, with such Additional Land developed or to be developed as Lots and/or Common Area, in accordance with a Plat or Plats of all or any portion of the Additional Land approved or to be approved and recorded in the map/plat records San Augustine and Sabine County, Texas. In this regard, the Declarant hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration as they apply to Lots and Common Areas upon the Additional Land, and declares that Additional Land and all portions thereof are and shall be held, transferred, used, assigned, sold, conveyed and occupied subject to all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Additional Land as set forth in this Supplement. Each Lot within the Additional Land shall be subject to the use restrictions and architectural controls as provided in the Declaration which apply to Lots and any residence or other improvement, or structure constructed thereon. *Appendix A* attached to the Declaration is hereby modified and amended to add to the land originally described on such *Appendix A*, the Additional Land described on **Exhibit A-1** attached hereto as if same was originally included in the Declaration.

3. Declarant as "Declarant;" Membership and Voting Rights. Declarant shall be the "Declarant" with respect to the Additional Land for all purposes under the Declaration. Each Owner of a Lot within the Additional Land shall automatically be, and must remain, a Member of the Association so long as such person or entity is an Owner, as provided in the Declaration.

4. Assessments. Each Owner of a Lot within the Additional Land, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, Assessments as provided in the Declaration save and except certain Lots being excluded at the time of recording of this Second Supplement of and Amendment to the Declaration and as further outlined on Exhibit A-3. Notwithstanding, any exclusion of Assessment is subject to change in the event the dynamics of the development were to change thereby rendering payment of Assessment by the excluded Lots needful and necessary in like form as all other Lots. An assessment lien is created and reserved in favor of the Association to secure collection of the assessments as provided in the Declaration. Until and unless otherwise determined by the Board of Directors of the Association, the annual assessment for Lots in the Additional Land shall be the same as that charged to all other Lots within the Property.

5. No Other Effect. Except as expressly amended by this Supplement solely with respect to the Additional Land, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby solely with respect to the Additional Land, is hereby supplemented and amended by the Declarant, and the Additional Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.


6. Severability. Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. Headings. The headings contained in this Supplement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Supplement.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

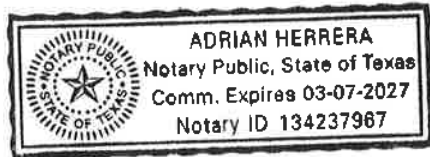
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed to be effective as of the Effective Date.

DECLARANT:
LIBERTY BANKERS LIFE INSURANCE COMPANY,
an Oklahoma Corporation

By: 
Name: Marcus Kujawa
Its: Authorized Signor

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 25 day of March, 2024, by Marcus Kujawa, Authorized Signor on behalf of Liberty Bankers Life Insurance Company, an Oklahoma corporation, in the capacities herein stated.





Notary Public, State of Texas

EXHIBIT A-1

**LEGAL DEPICTION OF THE ADDITIONAL LAND
AND COUNTY LOCATIONS**

SABINE COUNTY LOTS: LOTS 1 THROUGH 30

**SAN AUGUSTINE LOTS: LOTS 31, 32, 33, 34, 35, 36, 37, AND
40, 41, AND 44, 45, 46, AND 48 THROUGH 67**

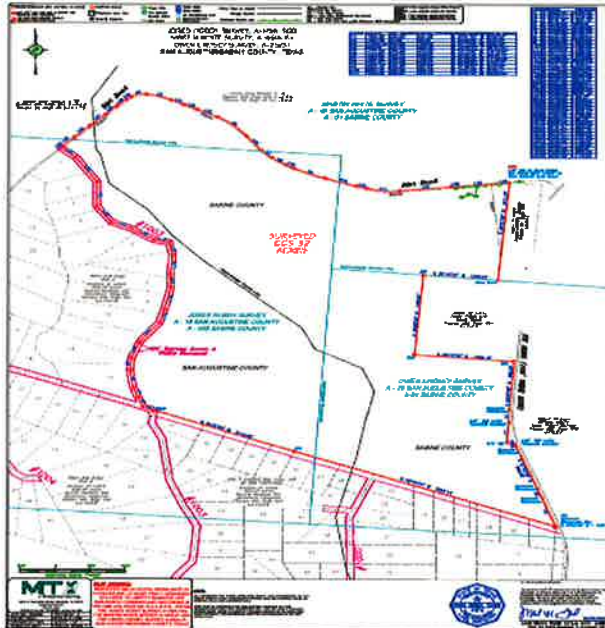
SABINE AND SAN AUGUSTINE COUNTY LOTS: 38, 39, 42, 43, AND 47



EXHIBIT A-2

SURVEYS OF THE ADDITIONAL LAND

OVERALL NORTH HALF OF ADDITIONAL LAND



OVERALL SOUTH HALF OF ADDITIONAL LAND

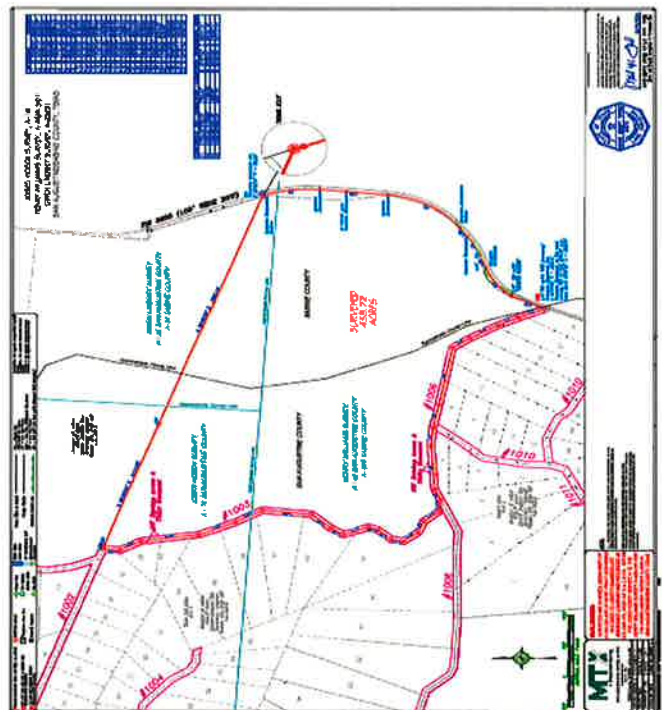


EXHIBIT A-3

SAVE AND EXCEPT

**LOTS OF THE ADDITIONAL LAND EXCLUDED FROM ASSESSMENTS
AT TIME OF RECORDING OF THIS SECOND SUPPLEMENT TO AND
AMENDMENT OF THE DECLARATION**

**LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11
AS IDENTIFIED ON THE LOT LAYOUT IN EXHIBIT A-1**

Jamie Clark

COUNTY CLERK



280 Main Street Suite 100
Hemphill, Texas 75948

PHONE 409-787-3786
FAX 409-787-3795

DO NOT DESTROY

WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 24000559

FILED FOR RECORD ON: MARCH 26, 2024 01:06PM 7PGS \$49.00

SUBMITTER: COUNTER

RETURN TO:

COUNTER

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
AND TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE VOLUME AND PAGE BY THE NAMED
RECORDS OF SABINE COUNTY TEXAS AS STAMPED HEREON
BY ME.

Jamie Clark

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