

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BENT TREE VILLAGE NO. 3

15.00 DEED  
1 04/24/80

THIS FIRST AMENDMENT is made and entered into effective this 18th day of April, 1980, by the undersigned.

W I T N E S S E T H :

WHEREAS, Bent Tree Joint Venture executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated August 28, 1979, and recorded in Volume 79201 Page 1477 of the Deed Records of Dallas County Texas (the "Restrictions") referenced to which is hereby made for all purposes; and

WHEREAS, the undersigned, Folsom Investments, Inc., has acquired the property subject to the Restrictions from Bent Tree Joint Venture and is therefore a successor declarant to the Restrictions and shall be henceforth referred to as the "Declarant"; and

WHEREAS, Declarant owns all of the Properties subject to the Restrictions and desires to amend the Restrictions in certain particulars as hereinafter set forth;

NOW, THEREFORE, Declarant hereby amends the Restrictions as follows:

1. Article I, DEFINITIONS (c) is amended in its entirety to read as follows:

"(c) "Common Properties" shall mean and refer to to (i) those areas of land designated as Common Areas on any recorded subdivision plat(s) of the Properties and (ii) the areas of the parking easements described on Exhibit "A" attached hereto, and intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon."

2. Article V, COVENANTS FOR ASSESSMENTS, Section 4 is amended in its entirety to read as follows:

"Basis and Amount of Annual Maintenance Assessments.

(a) Commencing with the year beginning January 1, 1981, and each year thereafter, the Board of Directors, at its annual meeting next preceding such January 1, 1981, and each respective January 1, thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased by more than thirty percent (30%) above the maximum annual assessment for the previous year unless otherwise approved by the Association's member as provided in Section 3 of Article III.

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(b) When the assessment is computed for Lots, all or a portion of such assessment shall be payable to the Association by the Lot owner according to the status of the Lot as follows:

(i) When the Lot is improved by a Pownhouse and is landscaped as required by Article IX Section 13, the full assessment shall be payable.

(ii) When the Lot is owned by parties other than Declarant, one-half (1/2) of the Assessment shall be payable, except as set forth in subparagraph (i) above;

(iii) When the Lot is owned by Declarant, no part of the assessment shall be payable.

(c) Notwithstanding anything to the contrary in this Article V Section 4, no Lot owner shall be exempt from any assessment levied by the City of Dallas pursuant to Article V Section II."

3. Article V, COVENANTS FOR ASSESSMENTS, Section 10

Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association, subsection (c) is amended in its entirety to read as follows:

"(c) If any assessment or part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the highest lawful rate and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. It is the intention of the Declarant and, by their acceptance hereof any Owner, to conform strictly to the usury laws now in force in the State of Texas. Accordingly, notwithstanding anything to the contrary in the Restrictions, or any other instrument or agreement entered into in connection with same, it is agreed as follows:

(i) An aggregate of all charges with constituted interest in the laws of the State of Texas that are contracted or chargeable or receivable under the Restrictions or under any of the other aforesaid instruments or agreements or otherwise in connection with the Restrictions, shall under no circumstance exceed the maximum amount of interest permitted by law, and any excess shall be deemed a mistake in calculation and cancelled automatically and if theretofore paid shall be either refunded to the payor or credited on the debt; and

(ii) In the event that the maturity of the debt herein described is accelerated by reason of the acceleration of the holder of same resulting from any event of default under the Restrictions, or otherwise, then earned interest may never include more than the maximum amount permitted by law and unearned interest, if any provided for in the Restrictions, or otherwise, shall be cancelled automatically and if theretofore paid shall either be refunded to payor or credited on the debt."

4. Article VI, GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION, Section 1, Powers and Duties subsections (b) and (c), are amended in their entirety to read as follows:

"(b) Reasonable yard maintenance within the Property, the exact scope of which shall be further specified by the Board from time to time.

(c) Reasonable maintenance of the exterior grounds, including care of trees, shrubs, grass (lying outside fences and walls and to which the Association has access) but not the sprinkler systems on the Lots, but further including the stone retaining walls, the brick wall and the parking areas, the exact scope of which shall be specified by the Board from time to time."

5. Article IX, USE OF PROPERTIES AND LOTS, Section 8, Fences, (the first sentence thereof) is amended to read as follows:

"No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to the front or side property line than specified in the set back requirements above without the prior written approval of the Architectural Control Committee."

6. Article IX, Section 10, Exterior Surfaces, (the first sentence thereof and a new second sentence is added) is amended to read as follows:

"All roofs shall be constructed of wood shingle, wood shake, tile, metal or slate. Other materials similar or dissimilar to the foregoing may be approved from time to time by the Architectural Control Committee."

7. Article IX, Section 11, Offensive Activities (the first sentence of the second paragraph thereof) is amended to read as follows:

"If at any time an owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning of said Lot and shall have the authority and right to assess and collect from the Owner a reasonable sum for mowing and cleaning said Lot on each respective occasion of such mowing or cleaning."

8. Article IX, Section 12, Sprinkler System, is amended in its entirety to read as follows:

"Sprinkler System and Maintenance Responsibility. Each Lot on which a residential dwelling is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to the front and side yard areas situated outside the fences, walls, hedges. The Owner shall be responsible for the maintenance, repair and replacement of said water sprinkler system except that the Association will bear the cost of repairs to the sprinkler made necessary by the negligence of employees, agents or officers of the Association. The Association shall have the right to operate each sprinkler system or require the Lot

owner to do so in conjunction with a common maintenance plan although the respective Lot Owner shall bear all costs and expenses related to the water consumption arising from its operation. In the event that a Lot Owner shall select an exterior landscaping plan or a yard composition which, in the reasonable opinion of Declarant or Association, requires unusual or extraordinary cost or expense in upkeep and maintenance, such Lot Owner shall reimburse the Declarant or the Association, as the case may be, for the additional costs or expenses so incurred. Each Lot Owner shall be responsible for maintaining the landscaping within walls and fences in a healthy condition and providing reasonable assistance to the Declarant or Association in maintaining those areas over which it has primary responsibility."

9. There shall be added a new Section 13 to Article

IX as follows:

"Landscaping Requirements. Each Lot shall have and contain reasonable landscaping and conformity with the areas surrounding same and as required and approved by the landscaping plans submitted to the Architectural Control Committee. By no later than the time when ninety percent (90%) of the Townhouse to be erected on the Lot is completed (the "landscaping deadline"), the Lot Owner shall install or cause to be installed grass over all portions of the Lot and landscaping in the front yard as approved in the plans submitted to the Architectural Control Committee. Provided, however, the Architectural Control Committee shall have the right to extend the landscaping deadline, on written request from the Lot Owner, for a reasonable period of time, in order to allow for delays caused by reasons beyond the reasonable control of the Lot Owner, including, but not limited to weather, shortages of materials, labor and the like."

10. Article X, ARCHITECTURAL CONTROL COMMITTEE (the second sentence of the first paragraph thereof) is amended to read as follows:

"Declarant hereby appoints as the original Architectural Control Committee members Dave Brown, Janett Poston and Denny Holman."

The fourth sentence of the second paragraph of said Article X is amended to read as follows:

"At any time after January 1, 1990, the record owners of seventy percent (70%) of the Lots shall have the power to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same."

11. There shall be added to Article XI, EASEMENTS a new section 5 as follows:

"Parking Easements. Declarant, for itself and its successors and assigns, and the Association hereby reserve an easement, for the purpose of parking conventional automobiles only upon those areas of the Properties described on Exhibit "A" attached hereto and incorporated herein by reference."



12. Article XII, PARTY WALLS, Section 1, Maintenance

(the first sentence thereof) is amended to read as follows:

"A party wall may be erected for the benefit of the Owner of Townhouse residence site on either side of the center line of such wall, and in such event, each such Owner shall maintain that portion of such party wall or party walls or its footings or foundation within the boundaries of his Townhouse residence site at all times in good order and repair and no party wall, its footings or foundation or any portion thereof, shall be removed, damaged or injured or destroyed, nor shall the same be altered, added to, enlarged or extended except only for the purpose of maintaining or repairing the same unless upon the prior consent of the Board of Directors of the Association."

13. In all other respects the Restrictions are hereby ratified and reconfirmed.

IN WITNESS WHEREOF, FOLSOM INVESTMENTS, INC., as the successor Declarant herein, has caused this instrument to be executed effective this 18th day of April, 1980.

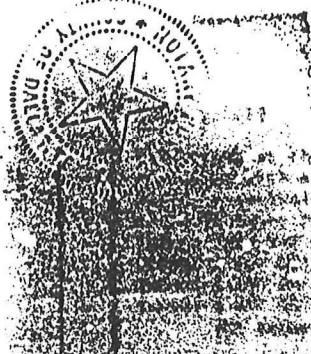
FOLSOM INVESTMENTS, INC.

By: Denny Holman  
Denny Holman  
Its: Senior Vice President

THE STATE OF TEXAS )  
                          )  
COUNTY OF DALLAS  )

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared DENNY HOLMAN, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FOLSOM INVESTMENTS, INC., a Texas corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of April, 1980.



Dorothy Phillips  
Notary Public in and for  
Dallas County, Texas

80082 0285

PARKING EASEMENT  
BENT TREE VILLAGE NO. 3  
VOLUME 79201 PAGE 1468

LOT 4  
BLOCK C/8229

BEGINNING at the southwest corner of said Lot 4;  
THENCE N 01° 58' 00" E, 33.30 feet;  
THENCE S 88° 02' 00" E, 18.00 feet;  
THENCE S 01° 58' 00" W, 33.30 feet;  
THENCE N 88° 02' 00" W, 18.00 feet to the Place of Beginning and containing  
599 square feet of land.

LOT 1  
BLOCK D/8229

BEGINNING at the southwest corner of said Lot 1;  
THENCE in a northwesterly direction with a curve to the right, chord bearing  
N 17° 47' 29" W, said curve having a central angle of 08° 01' 48" and  
a radius of 250.59 feet, a distance of 35.12 feet;  
THENCE N 72° 40' 38" E, 18.00 feet;  
THENCE S 17° 19' 22" E, 31.29 feet;  
THENCE S 60° 33' 51" W, 18.12 feet to the Place of Beginning and containing  
607 square feet of land.

LOT 31  
BLOCK D/8229

BEGINNING at the northwest corner of said Lot 31;  
THENCE in an easterly direction with a curve to the right, chord bearing  
N 84° 08' 47" E, said curve having a central angle of 11° 52' 46" and  
a radius of 157.00 feet, a distance of 32.55 feet;  
THENCE S 89° 54' 50" E, 7.05 feet;  
THENCE S 00° 05' 10" W, 15.50 feet;  
THENCE N 89° 54' 50" W, 33.21 feet;  
THENCE N 26° 49' 20" W, 13.61 feet to the Place of Beginning and containing  
537 square feet of land.

LOT 36  
BLOCK D/8229

COMMENCING at the west corner of said Lot 36; THENCE in a southwesterly  
direction with a curve to the left, chord bearing S 65° 22' 20" E, said curve  
having a central angle of 03° 05' 04" and a radius of 250.00 feet, a distance  
of 13.46 feet; THENCE in a southeasterly direction with a curve to the right  
said curve having a central angle of 06° 08' 54" and a radius of 225.00 feet,  
a distance of 24.14 feet to the Place of Beginning;  
THENCE FROM THE PLACE OF BEGINNING N 33° 11' 03" E, 18.00 feet;  
THENCE S 56° 48' 57" E, 31.00 feet;  
THENCE S 33° 11' 03" W, 18.00 feet;  
THENCE in a northwesterly direction with a curve to the left, chord bearing  
N 56° 48' 57" W, said curve having a central angle of 07° 54' 01" and  
a radius of 225.00 feet, a distance of 31.03 feet to the Place of  
Beginning and containing 547 square feet of land.

LOT 1  
BLOCK E/8229

COMMENCING at the southeast corner of said Lot 1, THENCE in a northerly  
direction with a curve to the left, chord bearing N 02° 27' 28" E, said curve  
having a central angle of 04° 44' 37" and a radius of 177.00 feet, a distance  
of 14.65 feet; THENCE N 00° 05' 10" E, 18.30 feet to the Place of Beginning;  
THENCE FROM THE PLACE OF BEGINNING N 89° 54' 50" W, 15.50 feet;  
THENCE N 00° 05' 10" E, 21.00 feet;  
THENCE S 89° 54' 50" E, 15.50 feet;  
THENCE S 00° 05' 10" W, 21.00 feet to the Place of Beginning and containing  
square feet of land.

LOT 8  
BLOCK E/8229

BEGINNING at the northeast corner of said Lot 8;  
THENCE S 88° 09' 10" W, 15.11 feet;  
THENCE S 83° 02' 57" W, 25.70 feet;  
THENCE N 84° 57' 07" W, 15.00 feet;  
THENCE N 83° 02' 53" E, 27.55 feet to the Place of Beginning and containing  
399 square feet of land.

LOT 13  
BLOCK E/8229

BEGINNING at the east corner of said Lot 13;  
THENCE in a southwesterly direction with a curve to the left, chord bearing  
S 50° 43' 25" W, said curve having a central angle of 08° 16' 37"  
and a radius of 215.81 feet; a distance of 31.18 feet;  
THENCE N 33° 41' 23" W, 19.03 feet;  
THENCE N 56° 18' 37" E, 31.00 feet;  
THENCE S 33° 41' 23" E, 16.00 feet to the Place of Beginning and containing  
531 square feet of land.

LOT 20  
BLOCK E/8229

BEGINNING at the northeast corner of said Lot 20;  
THENCE in a southwesterly direction with a curve to the right, chord bearing  
S 13° 25' 49" W, said curve having a central angle of 04° 07' 05" and  
a radius of 177.00 feet; a distance of 12.72 feet;  
THENCE S 19° 29' 21" W, 21.34 feet;  
THENCE N 74° 30' 39" W, 16.96 feet;  
THENCE N 19° 29' 21" E, 29.50 feet;  
THENCE S 89° 54' 50" E, 17.12 feet to the Place of Beginning and containing  
538 square feet of land.

LOT 11  
BLOCK F/8229

BEGINNING at the most northerly corner of said Lot 11;  
THENCE in a southeasterly direction with a curve to the right, chord bearing  
S 32° 53' 16" E, said curve having a central angle of 04° 53' 19" and  
a radius of 350.00 feet; a distance of 29.86 feet;  
THENCE S 60° 33' 51" W, 20.30 feet;  
THENCE N 29° 26' 09" W, 29.80 feet;  
THENCE N 60° 33' 51" E, 18.50 feet to the Place of Beginning and containing  
584 square feet of land.

LOT 12  
BLOCK F/8229

BEGINNING at the most easterly corner of said Lot 12;  
THENCE S 60° 33' 51" W, 32.80 feet;  
THENCE N 29° 26' 09" W, 20.00 feet;  
THENCE N 60° 33' 51" E, 32.80 feet;  
THENCE S 29° 26' 09" E, 20.00 feet to the Place of Beginning and containing  
656 square feet of land.

LOT 25  
BLOCK F/8229

COMMENCING at the most westerly direction of said Lot 25; THENCE N 46° 45' 24" E,  
7.97 feet to the Place of Beginning;  
THENCE FROM THE PLACE OF BEGINNING N 44° 45' 24" E, 31.00 feet;  
THENCE S 43° 14' 36" E, 20.00 feet;  
THENCE S 46° 45' 24" W, 31.00 feet;  
THENCE N 43° 14' 36" W, 20.00 feet to the Place of Beginning and containing  
1,000 square feet of land.

VOL. PAGE

80082 0287



WAYNE R. MILLER  
Attorney at Law

MILLER, HENDERSON & MATTHEWS  
Four Two Two North Street, Suite 970  
16475 Dallas Parkway  
Dallas, Texas 75244

(214) 248-9900

80082 0282

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly re-  
corded in the volume and page of the named records  
of Dallas County, Texas as stamped hereon by me.

APR 24 1980



*L.E. Murdoch*

COUNTY CLERK, Dallas County, Texas

BOOK 8082  
PAGE 0282

APR 24 1980  
80082 0282

BOOK 8082  
PAGE 0282

*L.E. Murdoch*  
COUNTY CLERK



SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BENT TREE VILLAGE NO. 3

5161

7.00 ES  
2 1 06/12

THIS FIRST AMENDMENT is made and entered into effective this 15th day of May, 1989, by the undersigned.

W I T N E S S E T H :

WHEREAS, Bent Tree Joint Venture executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 (the "Original Restrictions") dated August 28, 1979, and recorded in Volume 79201 Page 1477 of the Deed Records of Dallas County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, the Original Restrictions were amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 (the "First Amendment") dated April 18, 1980, recorded in Volume 80082 Page 281 of the Deed Records of Dallas County, Texas (the Original Restrictions as amended by the First Amendment are hereafter referred to as the "Restrictions"); and

WHEREAS, the undersigned, Folsom Investments, Inc., is successor Declarant to the Restrictions; and

WHEREAS, Declarant is entitled to and desires to amend the Restrictions in certain particulars as hereinafter set forth;

NOW, THEREFORE, Declarant hereby amends the Restrictions as follows:

1. Article I, DEFINITIONS (c) is amended to add the following sentence:

"Save and except that the parking easements affecting Lot 4, Block C/8229; Lots 1 & 31, Block D/8229; Lot 1, Block E/8229; Lots 12 & 25, Block F/8229; as described on Exhibit "A" attached to the First Amendment, shall be eliminated and removed."

2. Article X, ARCHITECTURAL CONTROL COMMITTEE (the second sentence of the first paragraph thereof) is amended to read as follows:

"Declarant hereby appoints as the successor Architectural Control Committee members Gary McAtee, Haddon O. Winckler and Denny Holman."



PARKING EASEMENT  
BENT TREE VILLAGE NO. 3

LOT 36  
BLOCK D/8229

COMMENCING at the west corner of said Lot 36; THENCE in a southwesterly direction with a curve to the left, chord bearing S 65° 22' 20" E, said curve having a central angle of 03° 05' 04" and a radius of 250.00 feet, a distance of 13.46 feet; THENCE in a southeasterly direction with a curve to the right said curve having a central angle of 06° 08' 54" and a radius of 225.00 feet a distance of 24.14 feet to the Place of Beginning;  
THENCE FROM THE PLACE OF BEGINNING N 33° 11' 03" E, 18.00 feet;  
THENCE S 56° 48' 57" E, 31.00 feet;  
THENCE S 33° 11' 03" W, 18.00 feet;  
THENCE in a northwesterly direction with a curve to the left, chord bearing N 56° 48' 57" W, said curve having a central angle of 07° 54' 01" and a radius of 225.00 feet, a distance of 31.03 feet to the Place of Beginning and containing 547 square feet of land.

LOT 8  
BLOCK E/8229

BEGINNING at the northeast corner of said Lot 8;  
THENCE S 00° 05' 10" W, 15.11 feet;  
THENCE S 83° 02' 53" W, 25.70 feet;  
THENCE N 06° 57' 07" W, 15.00 feet;  
THENCE N 83° 02' 53" E, 27.55 feet to the Place of Beginning and containing 399 square feet of land.

LOT 13  
BLOCK E/8229

BEGINNING at the east corner of said Lot 13;  
THENCE in a southwesterly direction with a curve to the left, chord bearing S 50° 43' 25" W, said curve having a central angle of 08° 16' 37" and a radius of 215.81 feet, a distance of 31.18 feet;  
THENCE N 33° 41' 23" W, 19.03 feet;  
THENCE N 56° 18' 37" E, 31.00 feet;  
THENCE S 33° 41' 23" E, 16.00 feet to the Place of Beginning and containing 531 square feet of land.

LOT 20  
BLOCK E/8229

BEGINNING at the northeast corner of said Lot 20;  
THENCE in a southwesterly direction with a curve to the right, chord bearing S 13° 25' 49" W, said curve having a central angle of 04° 07' 05" and a radius of 177.00 feet, a distance of 12.72 feet;  
THENCE S 15° 29' 21" W, 21.34 feet;  
THENCE N 74° 30' 39" W, 16.96 feet;  
THENCE N 15° 29' 21" E, 29.50 feet;  
THENCE S 89° 54' 50" E, 17.12 feet to the Place of Beginning and containing 538 square feet of land.

LOT 11  
BLOCK F/8229

BEGINNING at the most northerly corner of said Lot 11;  
THENCE in a southeasterly direction with a curve to the right, chord bearing S 32° 53' 16" E, said curve having a central angle of 04° 53' 19" and a radius of 350.00 feet, a distance of 29.86 feet;  
THENCE S 60° 33' 51" W, 20.30 feet;  
THENCE N 29° 26' 09" W, 29.80 feet;  
THENCE N 60° 33' 51" E, 18.50 feet to the Place of Beginning and containing 584 square feet of land.

JUN 12 1989

FILED  
*Earl B. Burt*  
COUNTY CLERK  
DALLAS COUNTY  
1989 JUN 12 AM 9:17

COUNTY CLERK, Dallas County, Texas

*Earl B. Burt*



JUN 12 1989

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.  
COUNTY OF DALLAS  
STATE OF TEXAS  
I hereby certify this instrument was filed on the date and time hereof in the public records of Dallas County, Texas as stamped thereon by me.

**MILLER, HIERSCHE, MARTENS & HAYWARD**  
ATTORNEYS AND COUNSELORS  
THE COLONNADE - ROLM Tower  
SUITE 700, LB 17  
15303 DALLAS PARKWAY  
DALLAS, TEXAS 75248





3/16

**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR BENT TREE VILLAGE NO. 3**

This THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BENT TREE VILLAGE NO. 3 (this "Amendment") is made and entered into by the undersigned Members to be effective as of the date of recordation of this Amendment in the Deed Records of Dallas County, Texas.

WHEREAS, Bent Tree Joint Venture executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3, dated August 28, 1979, and recorded in Volume 79201, Page 1477, of the Deed Records of Dallas County, Texas; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated April 18, 1980, recorded in Volume 80082, Page 281, of the Deed Records of Dallas County, Texas; as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated May 15, 1989, recorded in Volume 89133, Page 803 *et. seq.*, of the Deed Records of Dallas County, Texas (as amended, the "Declaration"), regarding certain real properties more particularly described in the Declaration, reference to which is hereby made for all purposes;

WHEREAS, Section 2 of Article XIV of the Declaration provides that the Declaration may be amended during the first thirty-five (35) years of the Declaration with the consent of seventy percent (70%) of the Members; and

WHEREAS, at least seventy percent (70%) of the Members have consented to the amendment to the Declaration as set forth in this Amendment as evidenced by their execution hereof.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and for other consideration, the receipt and sufficiency of which are hereby acknowledged:

A. The Declaration is amended as follows:

1. Article.V, COVENANTS FOR ASSESSMENTS, Section 10 is amended by adding the following Subsection (d):

*(d) In the event of default in the payment of any assessment, late charge, service charge, fine, or interest thereon in accordance with the terms hereof, subsequent to the recordation of notice of lien following the forty (40) day period set forth in*

*Paragraph (c) above, the Association may elect to institute an action at law against the Owner or Owners personally obligated to pay such lien or may elect to sell such Lot pursuant to Texas Property Code Section 51.002, or any applicable successor legislation thereto. The conveyance to the purchaser or purchasers shall be with general warranty binding such Owner, his heirs and assigns; and out of the money arising from such sale, the Association shall pay first all the expenses of advertising the sale and making the conveyance, and then to the Association the full amount of principal, late charge, service charge, interest, attorneys' fees and other charges due and unpaid on said Lot, rendering the balance of the sales price, if any, to such Owner, his heirs or assigns; and the recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against such Owner, his heirs and assigns.*

2. Article IX, USE OF PROPERTIES AND LOTS is amended by adding the following Section 14:

*Section 14, Maintenance of Lot by Owner. Except for such maintenance obligations as specifically delegated to the Association, the Owners of each Lot and their tenants shall, at their sole cost and expense, keep their respective Lots and the improvements constructed thereon in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:*

- (a) Prompt removal of all litter, trash, refuse and waste;*
- (b) Lawn mowing on a regular basis;*
- (c) Tree and shrub pruning;*
- (d) Watering landscaped areas;*
- (e) Keeping lawn and garden areas alive, free of weeds, and attractive;*
- (f) Complying with all government, health and police requirements;*
- (g) Repair of exterior damages to improvements; and*
- (f) Painting and repainting of improvements as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Lot or improvement as determined by the Committee.*

3. Article IX, USE OF PROPERTIES AND LOTS is amended by adding the following Section 15:

*Section 15. Enforcement. If, in the opinion of the Association, any such Owner or tenant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure in accordance with the provisions of Section 9 of Article XIV below. Should any such Owner fail to fulfill this duty and responsibility following such notice, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and tenants of any part of the Property on which such work is performed shall jointly and severally be liable for the reasonable cost of such work (such costs constituting a special individual assessment as specified in Section 1 of Article V hereof) and shall promptly reimburse the Association for such cost after receipt of written demand for payment thereof setting forth the amount of such costs. Each Owner and Tenant agrees by the purchase or occupation of the Lot, to pay such statement immediately upon receipt thereof. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, the indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.*

4. Article IX, USE OF PROPERTIES AND LOTS is amended by adding the following Section 16:

*Section 16. Right to Self-Help. In addition to any other rights or remedies provided for herein, the Association or its duly authorized agent is hereby granted the right and power to enter upon a Lot or any portion of the Common Properties to abate or remove, using such force as may reasonably be necessary, any erection, thing or condition which violates the provisions of this Declaration or any bylaw or rule of the Association or the Committee. Unless an emergency situation exists, the Board of Directors of the Association shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorneys' fees actually incurred, shall be an assessment against the Lot and shall be collected as provided for herein for the collection of assessments.*

5. Article X, ARCHITECTURAL CONTROL COMMITTEE, is amended as follows:

- (A) The second sentence of the second paragraph thereof is deleted in its entirety.
- (B) The penultimate sentence of the second paragraph thereof is deleted in its entirety and the following is substituted in lieu thereof:

*From and after October 1, 2004, the Board of Directors of the Association shall have the power to fill any vacancy of the Committee, to change the membership of the Committee, to withdraw or add to the powers of the Committee, or to restore the powers and duties of the Committee.*

6. ARTICLE XIV, GENERAL PROVISIONS, Section 2 is hereby deleted in its entirety and replaced with the following:

*Section 2. Amendments. Notwithstanding Section 1 of this Article XIV, this Declaration may be amended and/or changed upon the consent of the seventy percent (70%) of the Members if amended and/or changed during the first thirty-five (35) year period of this Declaration, and thereafter with the consent of at least fifty-five percent (55%) of the Members. Such amendments shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association and such certification shall be conclusive as to the validity of the adoption of such amendment. No action to challenge the validity of an amendment adopted by the Members pursuant to this Article may be brought more than one year after the amendment is recorded. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Dallas County, Texas.*

7. ARTICLE XIV, GENERAL PROVISIONS, is hereby amended by adding the following Section 9:

*Section 9. Enforcement Policy. The following procedure shall apply to enforcement of these Declarations and the Rules of the Association:*

- (a) *Upon determination by the Board that a violation has taken place, the Board will notify the Owner by notice in writing given in accordance with this Declaration specifying the violation and requesting the Owner's cooperation in promptly correcting the violation (the "First Notice"). The First Notice*



will be in the nature of a reminder as to the requirements of this Declaration and Rules of the Association, and will urge the Owner to communicate with the Board immediately so that the matter can be remedied by mutual agreement.

- (b) *If cooperation is not forthcoming in a reasonable time after the First Notice and should the Board, in its discretion, deem it necessary to continue pursuing the matter, then the Board will send a second notice (the "Second Notice") which will set an appropriate time, to be based on the nature of the violation and the time needed to correct it as determined by the Board within which the Owner must correct the violation. The Owner will again be urged to communicate immediately with the Board in order that the matter can be remedied by mutual agreement so that further enforcement action will not be necessary.*
- (c) *If the violation has not been corrected within the time limit set out in the Second Notice, and the Board deems it necessary, a third notice (the "Third Notice") will be sent to the Owner by certified mail, return receipt requested, and first class U.S. mail setting a deadline for compliance, subject to the Owner's right to request a hearing before the Board as set forth in Paragraph (d) (i) below.*
- (d) *If the violation of this Declaration and/or the Rules of the Association has not been resolved after communication between the Owner in violation and the Board, with the Board's approval, and following the various notices described in Subparagraphs (a) and (b) above and, subject to Subparagraph (f) below, at least sixty (60) days have elapsed since the giving of the First Notice, then the following procedures shall apply:*
- (i) *The Third Notice, will describe the violation that is the basis of the enforcement action and advise the Owner of his or her right to request a hearing before the Board. The letter shall also advise the Owner that if the violation continues to exist after a date certain, any attorney's fees and costs incurred by the Association in enforcing this Declaration and/or the Rules of the Association shall be charged to the Owner's account. The purpose of the hearing will be to permit the Owner to show cause why the Board should not find the Owner in violation of this Declaration and/or the Rules of the Association. The Owner will have 30 days after receipt of the third notice letter to*

*request such a hearing. An Owner must submit a written request for hearing to the Board within such 30 day period.*

*(ii) If no hearing is requested by the Owner, then the Board, at the expiration of the 30-day period, may take action as described in subparagraph (e), below or as may be provided elsewhere in this Declaration. If a hearing is requested, then the Board will set a date and place for the hearing within 30 days. The Board will give the Owner at least 10 days written notice of the date and place of the hearing, and issue its decision on the dispute within 5 days after the hearing. If the Board's decision is in favor of the Owner, then there is no violation of and the matter is closed. If the Board rejects the position of the Owner, the violation is upheld, and the Board may then take action as described below.*

*(e) If the Owner does not request a show-cause hearing within the 30-day period, or, having requested a hearing, fails to show cause why he or she is not in violation of this Declaration and/or the Rules of the Association, the Board may then take action to enforce compliance with this Declaration and/or the Rules of the Association. These actions may include, but are not limited to:*

*(i) The imposition of fines, which shall be commensurate with the violation, but in no event shall any single fine be in excess of \$250. Continuing violations may be subject to additional fines at the discretion of the Board.*

*(ii) The suspension of use of the common areas.*

*(iii) The institution of litigation to obtain the Owner's compliance with this Declaration and/or the Rules of the Association.*

*(iv) The charging to the Owner's account of attorneys' fees incurred by the association to correct the violation.*

*(v) Correcting the violation in accordance with the Section 15 of Article IX above and charging the cost of the remedial work to the Owner's account as a Special Assessment as specified in Section 1 of Article V hereof.*

*(f) Depending on the nature of the violation, the Board shall have the option to proceed directly to the Third Notice described above. Notwithstanding any provision contained herein to the contrary, and as provided in Section 209.006 (b) (2) (A) of the Texas Property Code, an Owner does not have the right to request a*

*hearing or an opportunity to cure the violation prior to the sanctions being imposed, if the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 6 months. In addition, the notice and hearing provisions contained herein, and in Section 209.006 and Section 209.007 of the Texas Property Code, do not apply to the filing of suit seeking to collect a regular or special assessment, a temporary restraining order or temporary injunctive relief, or filing a suit that includes foreclosure as a cause of action.*

B. Except as amended hereby, all terms and conditions of the Declaration are and remain in full force and effect as therein written. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control. Capitalized terms which are used herein but not defined shall have the same meaning given to such terms in the Declaration. Invalidation of any one of the provisions of this Amendment by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

C. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same Amendment, and any of the parties hereto may execute this Amendment by signing any such counterpart.

**[EXECUTION PAGES FOLLOW]**