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**THIRD AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND PARK TOWNHOMES**

TARRANT COUNTY TEXAS
FILED
JUN 20 11:48
SUZANNE GIBSON
COUNTY CLERK

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

THIS THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND PARK TOWNHOMES is made this 20th day of June, 1996, by the membership of the Woodland Park Owners Association, a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, B & M Investors, Inc. d/b/a Woodland Park Development Company, a Texas corporation (the "Declarant") prepared and declared an instrument entitled Declaration of Covenants, Conditions and Restrictions for Woodland Park Townhomes dated June 21, 1985, and recorded at Volume 8252, Page 1924 et seq. of the Deed Records of Tarrant County, Texas (the "Original Declaration"); and

WHEREAS, the Original Declaration was supplemented by an instrument entitled First Amendment to Declaration of Covenants, Conditions and Restrictions for Woodland Park Townhomes recorded at Volume 8960, Page 546 et seq. of the Deed Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, the Original Declaration, as supplemented by the First Amendment, was supplemented by an instrument entitled Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodland Park Townhomes dated September 24, 1993, recorded at Volume 11296, Page 1783 et seq. of the Deed Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, the membership of the Association desires to amend the Declaration to, among other things, withdraw Lots 67, 68 and 69, Block 1, Woodland Park Townhomes, an Addition to the City of Hurst, Tarrant County, Texas, according to the Plat filed in Volume 388-183, Page 83, Plat Records, Tarrant County, Texas (the "De-annexed Lots") from the Community and the jurisdiction of the Association; and

WHEREAS, pursuant to Article X, Section 10.3a of the Original Declaration, that instrument may be amended by an instrument signed by Owners of not less than eighty percent (80%) of the outstanding

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hereafter owned by the Association for the common use and enjoyment of the Owners.

1.5 "Common Expense" - The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

1.6 "Community" - That certain real property described in Exhibit "A" to this Declaration.

1.7 "Community-Wide Standards" - The standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.

1.8 "Lot" - Any plot of land within the Community, other than the Common Area, whether or not improvements are constructed thereon, which constitutes a single-family dwelling site as shown on a plat recorded in the land records of Tarrant County, Texas. The term shall not include any platted lot owned by the Association upon which recreational facilities have been constructed for the common use and enjoyment of the Owners. Where the context indicates or requires, the term Lot includes any structure on the Lot.

1.9 "Member" - A person entitled to membership in the Association, as provided in Section 2.2 hereof.

1.10 "Mortgage" - Any mortgage, security deed, deed of trust and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

1.11 "Mortgagee" - The holder of a Mortgage.

1.12 "Occupant" - Any Person occupying all or any portion of a Lot for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.13 "Owner" - The record owner(s) of the fee simply title to or an undivided fee interest in any Lot, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.14 "Person" - Any natural person, as well as a corporation, joint venture, partnership (general or limited), association, or other legal entity.

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incorporate the terms of this Declaration and to provide that the lessee and all Occupants of the leased Lot shall be bound by the terms of this Declaration, the Bylaws and the rules of the Association. Each Owner shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws and the rules and regulations of the Association, and shall be responsible for all violations and all losses or damages resulting from violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be personally sanctioned for any violation.

In the event that an Occupant or a person living with the Occupant violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, such fine shall be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the Occupant's failure to do so. Unpaid fines shall constitute a lien against the Lot and may be collected as a specific assessment pursuant to Article VI of this Declaration.

Any violation of the Declaration, Bylaws or rules and regulations by any Occupant, or any person living with an Occupant, is deemed to be a default under the terms of the lease, if any, and authorizes the Owner to terminate the lease without liability and to evict the Occupant in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Occupant for breaches resulting from the violation of the Declaration, Bylaws and the rules and regulations of the Association, including the power and authority to evict the Occupant as attorney-in-fact on behalf and for the benefit of the Owner.

In the event the Association proceeds to evict an Occupant, any costs, including attorney's fees and court costs, associated with the eviction shall be assessed as a specific assessment against the Lot and the Owner.

3.6 Ordinance Enforcement. The Association, by contract or other agreement, may enforce county ordinances and may permit Tarrant County or the City of Hurst to enforce ordinances within the Community for the benefit of the Association and its Members.

3.7 Implied Rights; Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws or by law, all rights and powers of the Association may be exercised by the Board without a vote of the Membership.

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3.8 Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including legal fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the current Board) to which he or she may be a party by reason of being or having been an officer, director or committee member.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

3.9 Dedication of Common Area. The Association may dedicate portions of the Common Area to Tarrant County, Texas, or to any other local, state or federal governmental entity.

3.10 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to make the Community safer than it otherwise might be. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMUNITY, NOR SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS OCCUPANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY WITHIN THE COMMUNITY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF DWELLINGS ON LOTS RESULTING FROM ACTS OF THIRD PARTIES.

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**ARTICLE IV
MAINTENANCE**

4.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Area. The Association shall also maintain, repair and replace, if necessary: (a) all entry features for the Community, including the expenses for water and electricity, if any, provided to all such entry features; (b) all landscaping (including sprinkler systems) located on a Lot, the Common Area or public right-of-way within the Community, except landscaping installed by an Owner; (c) all exterior building surfaces, excluding exterior glass surfaces, enclosed patio areas, window and door fixtures and hardware; and (d) except to the extent that an Owner is required to maintain pursuant to Section 4.2, all utility lines, pipes, wires, vents, ducts, flues, conduits or systems, to the extent that such fixtures and equipment are not maintained by a public, private or municipal utility.

In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association, whether within or outside the Community, where the Board has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the family, guests, lessees or invitees of an Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

4.2 Owner's Responsibility. Except as provided in Section 4.1, all maintenance of the Lot and all structures, landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In addition to the foregoing maintenance responsibility of an Owner, each Owner shall maintain, repair and replace, if necessary, all fixtures and equipment installed within his Townhome, commencing at a point where the utility lines, pipes, wires, vents, ducts, flues,

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conduits or systems enter the exterior surface of the perimeter walls or foundation of the Townhome. Each Owner shall also maintain, repair and replace, if necessary, all exterior and interior air conditioning equipment and systems which serviced his Townhome.

In addition to its other enforcement rights, in the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Board may cause such maintenance to be performed at the Owner's sole costs and expense, subject to the following procedures. Except in an emergency situation, the Board shall give the Owner prior written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have ten (10) days after delivery of such notice within which to complete such maintenance, repair or replacement or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the Owner fails to do so, the Association may provide any such maintenance, repair or replacement without further notice, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

4.3 Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law

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repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair and Reconstruction. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association with such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to cover the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against each Lot and the Owner thereof for the deficiency. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

5.3 Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot covered by insurance written in the name of the Owner shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all such improvements on the Lot and remove all debris

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therefrom within seventy-five (75) days after such damage or destruction.

**ARTICLE VI
ASSESSMENTS**

6.1 Purpose of Assessment. The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including the maintenance and insurance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

6.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments; (c) a transfer assessment as provided in Section 6.10 hereof; and (d) specific assessments, as applicable, including, but not limited to, reasonable fines imposed in accordance with the terms of this Declaration and the Bylaws. Such assessments shall be established and collected as hereinafter provided.

All such assessments, together with late charges, interest (not to exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum on the principal amount due), and costs of collection (including, without limitation, reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid, as more particularly provided in Section 6.6. Each such assessment, together with late charges, interest and costs of collection, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Upon transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges against the Lot due at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within ten (10) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer or duly authorized agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

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No Owner may exempt himself from liability for assessments, by non-use of Common Area, abandonment of his Lot, or any other reason or dispute with the Association. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

6.3 Computation of Annual Assessments. It shall be the duty of the Board annually to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a contribution to a capital reserve for repair and replacement of capital items, if any, in accordance with a capital budget separately prepared. The annual assessment to be levied against each Lot shall be set at a level which is reasonably expected to produce total income to the Association at least equal to the total budgeted expenses, including reserves. The Board shall cause a copy of the budget and notice of the annual assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the then current fiscal year.

Except as hereinafter provided, the budget and the assessment shall automatically be effective unless disapproved at a meeting by Owners holding two-thirds (2/3rds) of the Total Association Vote; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except upon petition of the Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the budget and notice of the assessment. In the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may increase the annual budget by up to five percent (5%) per year without Membership approval, except that such increase shall be cumulative and any part of the discretionary annual five percent (5%) increase not exercised by the Board in any of the three (3) years immediately prior to the then current year may be added to such current year's discretionary annual five percent (5%) increase. Increases in the annual budget in excess of that authorized hereby must be approved by owners holding two-thirds (2/3rds) of the Total Association Vote, voting in person or by proxy, at a meeting duly called for such purpose. In the event the Membership disapproves the proposed increase in excess of that authorized hereby, the budget in effect for the then current year

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shall continue for the succeeding year.

Annual assessments shall be levied against all Lots. The annual assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. If the Board so provides by resolution, the annual assessment may be paid in two or more installments. Unless otherwise provided by the Board, the annual assessment shall be due and payable in full on the first day of each fiscal year.

6.4 Special Assessments. In addition to the other assessments authorized herein, the Board may levy special assessments from time to time to cover unanticipated or unbudgeted expenses. Except as otherwise provided in Section 5.3(b), any special assessment shall automatically be effective unless disapproved at a meeting of Owners holding two-thirds (2/3rds) of the Total Association Vote. Special assessments shall be levied on the same basis as annual assessments and shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

6.5 Specific Assessments. The Board shall have the power to levy specific assessments against a particular Lot or Lots constituting less than all Lots within the Community as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to any Lot or the Occupants thereof upon request of the Owner or Occupants (including, without limitation, architectural review fees), which benefits, items or services the Board may (but shall not be obligated to) offer from time to time; such assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred;

(b) to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, the Bylaws or rules of the Association, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, their licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying any specific assessment under this subsection (b); and

(c) for fines levied pursuant to this Declaration and the Bylaws.

Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which

the Board has not previously exercised its authority under this Section.

6.6 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest and costs of collection as set forth in Section 6.2 hereof, shall be secured by a lien on such Lot in favor of the Association. It is expressly and specifically agreed that the assessment lien against each and all of the Lots was and has been created and validly existing upon, from, and after June 21, 1985, the recording date of the Original Declaration. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes, or (b) liens for all sums unpaid on a first Mortgage duly recorded in the land records of Tarrant County, Texas (and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument).

All other Persons acquiring liens or encumbrances on any Lot after the recording of the Original Declaration shall be deemed to consent that such liens or encumbrances are inferior to the lien provided herein to secure the payment of future assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or nonjudicial foreclosure proceedings in accordance with Section 51.002 et seq. of the Texas Property Code, as amended from time to time (the "Foreclosure Statute"), in like manner for any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute.

The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. The Association may sue for unpaid assessments and other charges without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot

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pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the first Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be common expenses collectible from Owners of all Lots subject to assessment under this Declaration, including such acquirer, its successors and assigns.

6.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than fifteen (15) days shall incur a late charge in such amount as the Board may from time to time determine. In the event that the assessment remains unpaid for sixty (60) days, the Association may commence nonjudicial foreclosure proceedings and/or institute suit to collect such amounts and/or to foreclose its lien. In addition, the Board may accelerate any remaining installments of the assessment due for the fiscal year, upon ten (10) days written notice to such Owner (but only to one joint owner), whereupon the entire unpaid balance of such year's assessment or special assessment will become due upon the date stated in such notice. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, or to enforce the lien by suit, judgment, and judicial or nonjudicial foreclosure in the same manner as other liens for the improvement of real property.

All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

6.8 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

6.9 Exempt Property. The following property shall be exempt from payment of assessments:

- (a) any Lot owned in fee simple by the Association as Common Area; and
- (b) any property dedicated to and accepted by any governmental authority or public utility.

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6.10 Transfer Assessment. Upon transfer of title to a Lot, the person acquiring title to the Lot (the "transferee") shall pay to the Association a transfer assessment in an amount equal to one-sixth (1/6) of the current annual assessment. The Owner and the transferee shall be jointly and severally liable for the payment of the transfer assessment. No transfer assessment shall be due upon transfer of title to a Mortgagee pursuant to a deed in lieu of foreclosure or pursuant to the remedies set forth under the terms of such Mortgage; provided, however, that a transfer assessment shall be due upon a subsequent transfer of title of a Lot by such Mortgagee.

All funds received by the Association from this transfer assessment shall be placed in the Association's reserves. The Board may enforce the collection of this transfer assessment in the same manner as the collection of annual, special or specific assessments levied hereunder, including, without limitation, by suit at law for a money judgment and/or by judicial or nonjudicial foreclosure of the Association's assessment lien.

ARTICLE VII
ARCHITECTURAL STANDARDS

7.1 General. No structure shall be placed, erected, or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and painting or removal of landscaping materials) shall take place except in compliance with this Article and the Design Guidelines and upon approval of the Architectural Review Committee as required herein.

Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval, except that the color of all window coverings and door openings visible from outside the Townhome shall be approved by the Architectural Review Committee. No approval shall be required to rebuild in accordance with originally approved plans and specifications.

All dwellings constructed on any portion of the Community shall be designed by and built in accordance with the plans and specifications of a licensed architect.

This Article shall not apply to improvements to the Common Area by or on behalf of the Association.

7.2 Architectural Review Committee. Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by an Architectural Review Committee ("ARC") consisting of not less than three (3) nor more than five

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(5) persons.

The Board shall appoint the members of the ARC, a majority of whom shall be members of the Board. The chairman of the ARC shall be a member of the Board. The members of the ARC may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

7.3 Guidelines and Procedures. The ARC may prepare, adopt and amend design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Community. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply so as to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The ARC shall make the Design Guidelines available to Owners and contractors who seek to engage in construction within the Community and all such Persons shall conduct their activities in accordance with such Design Guidelines.

7.4 Submission of Plans and Specifications.

(a) No construction or improvements shall be commenced, erected, placed or maintained on any Lot, nor shall any exterior addition, change or alteration be made thereto, until the plans and specifications ("Plans") showing, as applicable, site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout, screening and estimated time schedules for commencement and completion of construction have been submitted to and approved in writing by the ARC or appropriate subcommittee. The Design Guidelines may set forth the procedure for submission of the Plans. The ARC may authorize certain types of modifications and improvements to be made without the necessity of applying for approval hereunder, provided they are made in strict compliance with the Design Guidelines.

(b) In reviewing each submission, the ARC may consider visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and location in relation to surrounding structures and plant life, among other things.

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The ARC shall, within forty-five (45) days after receipt of each Plan submission, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the segments or features of the Plans which are deemed to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and suggestions for the curing of such objections. In the event the ARC fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U. S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

(c) If construction does not commence on a project for which Plans have been approved within thirty (30) days of the estimated commencement date set forth in such approved Plans, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to re-submit the Plans to the ARC for re-approval.

(d) If construction is not completed on a project for which Plans have been approved within thirty (30) days of the estimated completion date set forth in such approved Plans, the Board may, in addition to any other remedy provided in this Declaration, cause the completion of the construction at the Owner's sole cost and expense, subject to the following procedures. The Board shall give the Owner prior written notice of the Association's intent to complete construction at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the construction deemed necessary. The Owner shall have ten (10) days after delivery of such notice within which to complete such construction or, in the event that construction cannot be completed within a ten (10) day period, to diligently pursue completion of construction within a reasonable time. If the Owner fails to do so, the Association may complete construction without further notice, and all costs shall be added to and become part of the assessment to which such Owner is subject and shall become a lien against the Lot.

7.5 No Waiver of Future Approvals. Each Owner acknowledges that the members of the ARC will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or

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other matters subsequently or additionally submitted for approval.

7.6 Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance.

7.7 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and not for engineering, structural design or quality of materials. The ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for reviewing drainage plans or ensuring the effectiveness thereof, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board, the ARC, nor any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot, nor for any defect in any structure constructed from approved Plans.

Neither the Association, the ARC, the Board, nor the officers, directors, members, employees, and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits Plans and every Owner agrees that he will not bring any action or suit against the Association, the ARC, the Board, or the officers, directors, members, employees, and agents of any of them, to recover any such damages and hereby releases, promises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

7.8 Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, the Owner of the nonconforming

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structure or improvement shall, at his or her own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the land as required, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Lot and collected as a specific assessment pursuant to Section 6.5 of this Declaration.

Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Community, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Association, its officers nor its directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

7.9 Notice of Violation. To evidence any violation of this Declaration, the Bylaws, rules or Design Guidelines by any Owner or Occupant, the Board of Directors may file, but is not required to file, in the deed records of Tarrant County, Texas, a notice of violation setting forth (i) the violation, (ii) the name of the Owner, and (iii) a sufficient legal description of the Lot affected by the violation. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association. The cost of preparing and recording such notice shall be assessed as a specific assessment against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing pursuant to Article VI, Section 6.5 hereof.

**ARTICLE VIII
USE RESTRICTIONS**

8.1 General. In addition to the use restrictions set forth herein, the Board may, from time to time, without consent of the Members, promulgate, modify or delete rules and regulations applicable to the Community, as provided in Section 3.3. The Board may also adopt rules further limiting, defining or creating limited exceptions to any provision of this Article.

8.2 Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Signs. Posting of signs of any kind, including posters, circulars and billboards, except signs required by law or approved by the ARC pursuant to Article VII hereof.

(b) Parking. Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. For purposes of this paragraph, an "inoperable" vehicle is a vehicle which does not have a current license tag or current registration or inspection sticker, or is obviously inoperable. A vehicle shall be considered "stored" if it remains in the same location on the property for fourteen (14) consecutive days or longer without prior approval of the Board. Any vehicle parked in violation of this paragraph or parking rules adopted by the Board may be towed in accordance with applicable law. An Owner may not modify his Townhome such that the Owner would be prevented from parking or storing at least two (2) four-wheeled passenger vehicles in the garage of such Townhome unless such Owner obtains the prior written approval of the ARC.

(c) Pets. Raising, breeding or keeping of animals, livestock or poultry of any kind other than generally recognized household pets. The keeping of pets shall be subject to rules adopted by the Board, which may include a reasonable limitation on number and size. Pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots, shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet at such owner's sole cost and expense. All dogs shall at all times whenever they are outside a Townhome be confined on a leash held by a responsible person. The Board shall also have the authority to restrict or prohibit the keeping of dogs with a known history of dangerous or vicious behavior.

(d) Odors. Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the Occupants of other Lots.

(e) Laws. Any activity which violates local, state or federal laws or regulations; provided, the Board shall have no

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obligation to take enforcement action in the event of a violation.

(f) Unhealthy Conditions. Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot.

(g) Noxious or offensive activity. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the Occupants of other Lots. The Board shall have the sole and exclusive discretion to determine what constitutes a violation of this paragraph and the Board's decision shall be final and conclusive.

(h) Burning of Trash. Outside burning of trash, leaves, debris or other materials.

(i) Noises. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to Occupants of other Lots, except alarm devices used exclusively for security purposes.

(j) Fireworks. Use and discharge of firecrackers and other fireworks.

(k) Dumping. Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff.

(l) Rubbish, Trash and Garbage. Accumulation of rubbish, trash or garbage except within a reasonable time prior to regular garbage pick-ups, and then only in approved containers.

(m) Drainage. Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

(n) Subdivision of Lots. Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and filed in the Tarrant County, Texas, land records.

(o) Firearms. Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge.

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Board. Upon leasing becoming available, the Board shall promptly notify the Owner having priority on the waiting list that he or she may lease his or her Townhome. Such notice shall state that the Owner shall have forty-five (45) days within which to submit a notice of intent to lease or his or her name will be removed from the waiting list.

(v) Applicability of Section 8.2(s). Section 8.2(s) shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Townhome who becomes the Owner of a Townhome through foreclosure or other means pursuant to the satisfaction of the indebtedness secured by such Mortgage; provided, however, that it shall apply to any leases by any purchaser from such Mortgagee and any successor to such a purchaser. Leases existing on the date on which this Declaration is recorded in the Tarrant County Deed Records shall not be subject to the terms of Section 8.2(s)(ii) above. Such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Declaration. However, any assignment, extension, renewal or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with Section 8.2(s). All Owners who are currently leasing their Townhomes shall file copies of their leases with the Board within thirty (30) days of the date on which this Declaration is recorded in the Tarrant County Deed Records.

(vi) Non-compliance. Any lease entered into without complete and full compliance with the terms of this Section shall be deemed void and of no force and effect and shall confer no interest in a Townhome to the lessee, except as may be otherwise provided in the Declaration. In the event of any violation of this Section, the Association shall have each and all of the rights and remedies provided in Section 3.5 of this Declaration, including, without limitation, the right to evict a lessee.

8.3 Prohibited Conditions. The following shall be prohibited within the Community:

(a) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair;

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10.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder") will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; or

(c) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

10.2 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

10.3 Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

10.4 Special Mortgagee Provision. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

10.5 Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws or Texas law for any of the acts set out in this Article.

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ARTICLE XI
EASEMENTS

11.1 Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common area or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant or the Association.

11.2 Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Area, to limit the number of guests and tenants who may use the Common Area, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, and the family, tenants, guests, and invitees of an Owner;

(ii) the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against such Owner's Lot which is herein provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests,

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options, easements and privileges herein reserved or established for the benefit of any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by any Owner encumbering any Lot or other property located within the Community. (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by any Owner encumbering any Lot or other property located within the Community.) No such Mortgage shall be effective unless an instrument agreeing to such Mortgage has been approved by two-thirds (2/3rds) of the Total Association Vote;

(iv) the right of the Association to dedicate or grant licenses, permits or easements over, under, and through the Common Area to governmental entities for public purposes; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by the members of the Association. No such dedication, transfer or conveyance shall be effective unless an instrument agreeing to such dedication or transfer has been approved by two-thirds (2/3rds) of the Total Association Vote.

(b) Any Owner may delegate such Owner's right of use and enjoyment in and to the Common Area and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Townhome, if leased.

11.3 Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Association to install, repair, replace and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should

any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Association shall have the right to grant such easement.

11.4 Easement for Entry. In addition to the right of the Board to exercise self-help as provided in this Declaration, the Association shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security and safety reasons, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Association to enter to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

11.5 Easement for Maintenance. The Association hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Board, as are necessary to allow for the maintenance required under Article IV. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

11.6 Easement for Entry Features. There is hereby reserved to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features, and similar streetscapes for the Community, over and upon each Lot as more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

ARTICLE XII
GENERAL PROVISIONS

12.1 Duration. This Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as, and to the extent that, Texas law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so

long as permitted by such law, after which time any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3rds) of the Lots has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

12.2 Amendment.

(a) By Board. This Declaration may be amended unilaterally at any time and from time to time by the Board if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Lot Owner shall consent thereto in writing.

(b) By Owners. Except as otherwise provided above, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of the Owners of at least sixty-five percent (65%) of the Lots. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that

such Owner has the authority so to consent, and no contrary provision in any Mortgage or contact between the Owner and a third party will affect the validity of such amendment.

12.3 Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by this Declaration or the Bylaws. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party upon thirty (30) days prior written notice. Any and all management agreements shall be for a term not to exceed three (3) years and shall be made with a professional and responsible party or parties with proven management skills and experience in managing a project of this type.

12.4 Partition. The Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots.

12.5 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

12.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

12.7 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

12.8 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21

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years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

12.9 Notice of Sale, Lease or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

12.10 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

12.11 Litigation. No judicial or administrative proceedings (including, without limitation, arbitration proceedings) shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote. This Section shall not apply, however, to (a) actions or proceedings brought by the Association to enforce the provisions of this Declaration (including, without limitation, the judicial or nonjudicial foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by at least seventy-five percent (75%) of the Total Association Vote.

12.12 Dispute Resolution. As a condition precedent to the filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

01-27-07

01-27-07

EXHIBIT "A"

Lots 1-R through 6-R, inclusive, Lots 8-R through 18-R, inclusive, Lots 20-R through 23-R, inclusive, and Lots 37-R through 46-R, inclusive, Block 1, Woodland Park Townhomes, an Addition to the City of Hurst, Tarrant County, Texas, according to the revised plat filed in Volume 388-208, Page 22, Plat Records of Tarrant County, Texas.

Lots 48-R through 61-R, inclusive, Block 1, Woodland Park Townhomes, an Addition to the City of Hurst, Tarrant County, Texas, according to the revised plat filed in Volume 388-160 Page 93, Plat Records of Tarrant County, Texas.

Lots 64 through 66, inclusive, Block 1, Woodland Park Townhomes, an Addition to the City of Hurst, Tarrant County, Texas, according to the plat filed in Volume 388-183, Page 83, Plat Records of Tarrant County, Texas.

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D196118329
RIDDLE WILLIAMS & BLEND
3811 TURTLE CREEK
SUITE 1050
DALLAS, TX 75219

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O: S A R A & J E R R Y H O L B R O O K

RECEIPT NO 196231369 REGISTER DR96 RECD-BY T021316 PRINTED DATE 06/20/96 TIME 13:51

INSTRUMENT FEED INDEXED TIME
1 D196118329 WD 960620 13:51 CK 1516

T O T A L : D O C U M E N T S : 0 1 F E E S : 8 3 . 0 0

B Y: _____

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.

12407 1177

**FIRST AMENDMENT
TO
THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WOODLAND PARK TOWNHOMES**

FILED
TARRANT COUNTY TEXAS
2004 AUG 23 PM 12: 52
SUZANNE WENDERSON
COUNTY CLERK
BY LS

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

THIS FIRST AMENDMENT TO THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND PARK TOWNHOMES (this "Amendment") is made this ___ day of August, 2004, by the Woodland Park Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, B & M Investors, Inc., d/b/a Woodland Park Development Company (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Woodland Park at Volume 8252, Page 1924 *et seq.* of the Real Property Records of Tarrant County, Texas, as amended and supplemented (the "Original Declaration"); and

WHEREAS, the Original Declaration was replaced and superseded by the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Park Townhomes dated June 20, 1996, and recorded at Volume 12407, Page 1139 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Amended Declaration"); and

WHEREAS, Article XII, Section 12.2 of the Amended Declaration provides for amendment of that instrument by an affirmative vote or written consent, or any combination thereof, of the Owners of at least sixty-five percent (65%) of the Lots, to be effective upon recordation; and

WHEREAS, the affirmative vote and/or written consent of more than sixty-five percent (65%) of Owners of Lots in the Association have been received approving of amendments to Article V and Article VII of the Amended Declaration.

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

1. Article V, entitled "Insurance and Casualty Losses" is amended by deleting Section 5.1(a) in its entirety and replacing it with the following:

5.1 (a) Each Owner shall be required to obtain and maintain insurance coverage on his or her Townhouse by a reputable insurance company licensed to do business in the State of Texas in an amount equal to the replacement costs of the Townhouse, affording protection against loss or damage from fire or other hazards covered by the

standard extended coverage endorsement. Each Owner shall furnish annually to the Association, as and on the date set or required by the Board of Directors, and to the complete satisfaction of the Board of Directors, proof of such insurance coverage. The cost of this individual coverage and any deductible thereunder will be the responsibility of the Owner. In the event of damage or destruction of a Townhouse, the Owner thereof shall repair or rebuild such Townhouse to its former condition. In the event said Owner fails or refuses to do so, the Association is hereby authorized to undertake to rebuild or repair the Townhouse and assess said Owner for the cost of such repair or replacement. Such assessment shall become the personal obligation of said Owner and shall be enforceable as if it were a Specific Assessment pursuant to Section 6.5. Should an Owner fail to provide adequate proof of insurance, the Association shall have the authority, but not the obligation, to purchase such insurance coverage, as herein described, and premiums for any insurance obtained by the Association on individual Townhouses shall not be a part of the Common Expenses but shall be a debt owed by the Owner of said Townhouse and shall become a Specific Assessment payable by said Owner and collectible as such as provided in Article VI.

Notwithstanding the above, the Board of Directors, in its sole discretion, may obtain blanket insurance coverage on the Townhouses by a reputable insurance company licensed to do business in the State of Texas, in an amount equal to the replacement cost of the Townhouses, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. If the blanket insurance coverage is obtained, the requirement in (a) above that each Owner is to obtain insurance coverage on his or her Townhouse is waived, except each Owner will remain responsible for liability and personal property insurance for his or her Townhouse and the contents of his or her Townhouse. If the Association obtains such blanket insurance and damage or destruction occurs to a Townhouse, the Association is hereby authorized to undertake to rebuild or repair the Townhouse and assess said Owner a Special Assessment for the cost in excess of the insurance proceeds, including but not limited to any deductible, of such repair or replacement. Such Special Assessment shall become the personal obligation of said Owner and shall be enforceable and collectible as herein provided. Premiums for insurance authorized by this Section 5.1 shall be a common expense payable from Owner assessments per Article VI.

2. Article VII, entitled "Architectural Standards" is amended by adding the following paragraph to Section 7.1:

This Article shall apply to all repair and/or replacement work in connection with damage, destruction or losses to a Townhouse resulting from fire or other hazards covered by insurance obtained by an individual Owner for his or her Townhouse.

3. Except as modified by this Amendment, the Amended Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Owners and the Association have executed this Amendment as of the date first written above.

WOODLAND PARK OWNERS ASSOCIATION, INC.

By: Ava E. Fryer
Its: Vice-President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

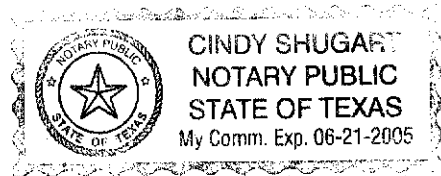
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared AVA E. FRYER, Vice-President of Woodland Park Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that(s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of August, 2004.

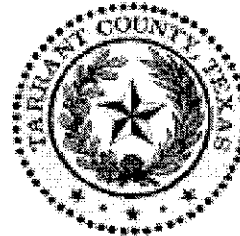
Cindy Shugart
Notary Public in and for
the State of Texas

My Commission Expires: 6-21-05

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219



G\DEC.AMD\FIRST.WOODLANDPARK



RIDDLE AND WILLIAMS PC
3811 TURTLE CREEK BLVD
#1050
DALLAS TX 75219

Submitter: BOBETTE SCHOOLER

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/23/2004 12:52 PM
Instrument #: D204262489
OPR 4 PGS \$18.00

By: _____



D204262489

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.

**SECOND AMENDMENT
TO
THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODLAND PARK TOWNHOMES**

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

THIS SECOND AMENDMENT TO THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND PARK TOWNHOMES (this "Second Amendment") is made this 25th day of May, 2016, by **WOODLAND PARK OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (hereinafter the "Association").

WITNESSETH:

WHEREAS, B & M Investors, Inc. d/b/a Woodland Park Development Company (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Woodland Park Townhomes at Volume 8252, Page 1924 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Original Declaration"); and

WHEREAS, on or about June 20, 1996, the Original Declaration was replaced by the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Park Townhomes, recorded at Volume 12407, Page 1139 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Amended Declaration"); and

WHEREAS, on or about August 23, 2004, the Amended Declaration was amended by the First Amendment to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Park Townhomes, recorded under Instrument No. D204262489 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, Article XII, Section 12.2 of Second Amended Declaration provides for amendment of that instrument by an affirmative vote or written consent, or any combination thereof, of the Owners of at least sixty-five percent (65%) of the Lots, to be effective upon recordation; and

WHEREAS, at a meeting of the Owners held on May 7th, 2016, owners having more than sixty-five percent (65%) of the Lots voted in favor of the following amendments to the Amended Declaration.

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

1. Article VII, Section 8.2, Subsection (s), Item (iv) of the Amended Declaration is deleted in its entirety and replaced with the following:

(iv) Leasing Restrictions. No Townhome shall be leased until the Owner thereof has resided in the Townhome for a period of twelve (12) consecutive months prior to such lease. No more than four (4) Townhomes shall be leased at any one time; provided, however, that in the event an Owner has been unable to sell his or her Townhome for a period of more than one (1) year despite reasonable attempts to do so, the Board may grant a variance to this restriction and permit the Owner to lease his or her Townhome on a hardship basis for such period of time as the Board, in its sole discretion, may determine. If the Board receives notice of an intent to lease pursuant to Section 8.2(s)(iii) above, and the lease of such Townhome would violate this Section 8.2(s)(iv), the Board shall notify the Owner of this fact within ten (10) days of the Board's receipt of the Owner's notice of intent to lease. The notice to the Owner shall also inform the Owner that he or she may elect to be placed on a waiting list within seven (7) days of the Owner's receipt of such notice from the Board. Upon leasing becoming available, the Board shall promptly notify the Owner having priority on the waiting list that he or she may lease his or her Townhome. Such notice shall state that the Owner shall have forty-five (45) days within which to submit a notice of intent to lease or his or her name will be removed from the waiting list.

2. Except as modified by the First Amendment and this Second Amendment, the Amended Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to the Second Restated and Amended Declaration of Covenants, Conditions and Restrictions for Woodland Park Townhomes is hereby executed by a duly authorized officer of the Association on this 25th day of May, 2016.

WOODLAND PARK OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 

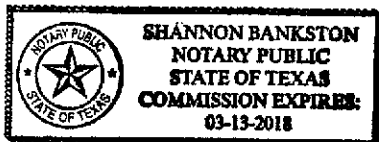
Name: DAVID D. RABINBERGER

Title: PRESIDENT, WOODLAND PARK OWNERS ASSOC.

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 25th day of May, 2016, by Clare Rainsberger Board President of Woodland Park Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Handwritten Signature]

Notary Public
My Commission Expires: 03-13-2018

P:\RWBWP\G Directory (Association Documents)\PUD.AMD\Woodland Park - 2nd Amend to 3rd Amended Dec.rtf