

## **Amendments**

### **To the Declaration of Covenants, Conditions and Restrictions for Southview Estates, Phase 1, and II Southlake, Tarrant County, Texas**

Page 10

**Amendment # 1** Delete sub-section (ii) from section **5.04 (d) Annual Maintenance Assessments** which reads: As to a Lot owned by a Class B Member, one-quarter (1/4) of the annual maintenance assessment shall be payable.

**Amendment # 2** Delete sub-section (e) from section **5.04 Annual Maintenance Assessments** which reads: Notwithstanding anything herein contained to the contrary, prior to January 1, 1993, the maximum annual maintenance assessment chargeable against any Lot for which a full assessment is payable shall not exceed \$20.00 per month.

**Amendment # 3** **5.04 Annual Maintenance Assessments** section (f) shall be amended to read, in its entirety as follows:

The Board of Directors may provide that annual maintenance assessments shall be paid annually on a calendar year basis and be due no later than January 31st. Thirty (30) days prior to the beginning of each fiscal year ( January 1 ) of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

Page 11

**Amendment # 4** **5.06 Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments.**

This Section will be renamed **5.06 Rate of Assessments**, and shall be amended to read, in its entirety, as follows:

(a) Annual maintenance assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots, and be payable as set forth herein.

(b) Special Capital Assessments will be levied based on the degree said improvement or benefits affects each individual lot as determined by the Board of Directors..

**Amendment # 5 5.07 Date of Commencement of Assessments; Due Dates; No Offsets.**

The new section will read as follows:

The annual maintenance assessments provided for therein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement and, except as hereinafter provided, shall be payable in advance. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on a day other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessment. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

**Amendment # 6 5.09 Non-Payment of Assessment:**

This Section 5.09 shall be amended to read, in its entirety, as follows::

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any assessment or part thereof is not paid within ten (10) days after the delinquency date, a late charge shall be assessed against the account and the Lot of the non-paying owner for each month that any assessment remains unpaid. The late charge shall be \$25.00 a month or any part thereof. Unless all delinquencies, including late charges and any costs of collection, are paid within 90 days from the original due date, legal proceedings will begin to record a Notice of Assessment Lien as provided in Section 5.09 (b) against the Lot of the non-paying owner and to proceed with the remedies available to the Association to collect the amounts due.

Page 21

**Amendment #7 Section 9.13 Construction Requirements.** shall be amended to read, in its entirety, as follows:

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone veneer, or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence

(b) Special Capital Assessments will be levied based on the degree said improvement or benefits affects each individual lot as determined by the Board of Directors..

**Amendment # 5 5.07 Date of Commencement of Assessments; Due Dates; No Offsets.**

The new section will read as follows:

The annual maintenance assessments provided for therein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement and, except as hereinafter provided, shall be payable in advance. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on a day other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessment. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

**Amendment # 6 5.09 Non-Payment of Assessment:**

This Section 5.09 shall be amended to read, in its entirety, as follows::

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any assessment or part thereof is not paid within ten (10) days after the delinquency date, a late charge shall be assessed against the account and the Lot of the non-paying owner for each month that any assessment remains unpaid. The late charge shall be \$25.00 a month or any part thereof. Unless all delinquencies, including late charges and any costs of collection, are paid within 90 days from the original due date, legal proceedings will begin to record a Notice of Assessment Lien as provided in Section 5.09 (b) against the Lot of the non-paying owner and to proceed with the remedies available to the Association to collect the amounts due.

Page 21

**Amendment #7 Section 9.13 Construction Requirements.** shall be amended to read, in its entirety, as follows:

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone veneer, or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence

located within the Properties shall not have less than seventy-five percent (75%) brick, brick veneer, stone, or stone veneer construction. All chimney or fireplace enclosures constructed after July 1, 1997 shall be one hundred percent (100%) brick, brick veneer, stone, or stone veneer construction. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick brick veneer, stone, or stone veneer wall area of a residence. No previously used materials shall be permitted on the exterior of the residential structures located within the Properties, without the prior written approval of the Architectural Control Committee.

**No additions to existing homes or property shall be erected, placed, or altered on any Lot without the prior written approval of the Architectural Control Committee.**

The buildings constructed on the Lots must have a premium, super-heavyweight composition roof which is multi-dimensional in appearance, both in depth and perception (being Prestique 2 or product of equal or greater specification.) Any color other than weathered wood, must be approved by the Architectural Control Committee. The Architectural Control Committee will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvement within the subdivision. The roof pitch of any structure shall be 8" X 12" minimum. Any deviation of roof pitch must be approved in writing by the Architectural Control Committee. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.

**Amendment # 8** Addition of sub-section (g) to Section 9.13 Construction Requirements to read as follows:

(g) Any additions to existing homes or property shall require prior written approval from the Architectural Control Committee and must be consistent with the architectural design of the present structure. The addition must maintain consistent architectural components such as roof pitch, building material, gables, and etc.

Page 22

**Amendment #9** Section 9.17 Fences shall be amended to read, in its entirety, as follows:

No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee, and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building set back line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of the City of Southlake. No fence, wall or hedge shall exceed eight (8) feet in height or be less than six(6) feet in height unless otherwise specifically required by the City of Southlake and expressly approved by the Architectural Control Committee. No chain link fence or other wire type fence shall be erected on any Lot. All service and sanitation facilities and wood piles, must be

**Amendment # 11 Section 9.24 Signs** shall be amended to read, in its entirety, as follows:

No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions. (i) Contractor signs may remain in the yard for a period of 10 days after the completion of the contracted work. (ii) the patriotic display of flags not exceeding 4' X 6' in size shall be permitted on customary holidays; and (iii) signs of customary dimensions (3' X 4' maximum) advertising said property or portions thereof for sale. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Southlake, Texas, (which are incorporated herein by reference) which are in effect on the date of installation, as such standards may be applicable to the Properties.

Page 26

**Amendment #12 New sub-section (e) shall be added to Section 9.28 Duty of Maintenance**

(e) The owners/occupants of any Lot on which swimming pool has been constructed are not allowed to backwash/drain any pool water into adjoining properties. The acceptable method of draining/backwashing is to pump the water into the street toward the city storm drainage system.

Page 27

**Amendment # 13 Section 10.01 Architectural Control Committee** shall be amended to read, in its entirety, as follows:

**10.01 Architectural Control Committee.** The Architectural Control Committee, hereinafter called the "Committee", shall be composed of three (3) or more individuals selected and appointed by the Board of Directors for a period not to exceed two (2) years. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken, or inaction in connection with any undertaking, responsibility, or activity hereunder or

request for action hereunder. At any time, the Board of Directors, has the right 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 by the Board shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Tarrant County, Texas.

Page 31

**Amendment 14 Section 12.02 Amendments** shall be amended to read, in its entirety, as follows:

Notwithstanding the terms and provisions of Section 12.01 hereof, this Declaration may be amended, modified and/or changed upon the express written consent of at least a super majority (2/3) of the outstanding votes of all Members of the Association.

Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Tarrant County, Texas. Notwithstanding the prior provisions of this Section 12.02, the Board of Directors may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

Page 36

**Exhibit "A"**

Insert new metes and bounds to include the additional homes in Phase II.

The new paragraph will read as follows:

Lots 21 thru 30, Block 1; Lots 1 thru 12, block 5; Lots 1 and 2, Block 6. Southview, Phase II an addition to the City of Southlake, Tarrant County, Texas according to Plat recorded in Cabinet A, Slide 1350, Plat Records, Tarrant County, Texas.

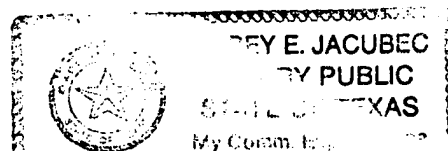
Southview Homeowners Association, Inc.

by Tim Ratliff 7-15-97  
President

STATE OF TEXAS  
COUNTY OF TARRANT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 7/15/97 by TIM RATLIFF

*Corey E. Jacubec*



THIS PAGE INTENTIONALLY LEFT BLANK