

WHEN RECORDED MAIL TO:



201400029104 ✓  
AM 1/5

Coterie Townhouse Association  
6137 Twin Oaks Circle  
Dallas, TX 75240  
Attn: Ted Herrmann

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR COTERIE II SUBDIVISION, PHASE III**

STATE OF TEXAS                    §  
   §                    KNOWN BY ALL THESE MEN PRESENTS:  
COUNTY OF DALLAS            §

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTERIE II SUBDIVISION, PHASE III (this "Amendment"), is made by The Coterie Townhouse Association pursuant to a majority vote of the Members (referred to herein as the "Association" and/or the "Declarant").

RECITALS:

**WHEREAS**, Declarant represents the Members with respect to certain properties more particularly described in the legal description attached hereto as Exhibit "A", located in Dallas, Dallas County, Texas (the "Property").

**WHEREAS**, on or about December 16, 1976, a Declaration of Covenants and Restrictions was filed in Dallas County, Texas in Volume 76243, Pages 2190-2197 in the Deed Records of Dallas County, Texas (the "Original Declaration") by Estado Corporation, predecessor in interest to Declarant. The Declaration was thereafter supplemented on or about December 15, 1977, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Coterie II Subdivision, Phase III (the "Supplement"), recorded in the Deed Records of Dallas County, Texas in Volume 77243, Pages 2195-2210, to include additional phases of the property; and the Declaration was further amended pursuant to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for the Coterie II Subdivision, Phase III (the "First Amendment"), recorded on or about August 3, 2000 in the Deed Records of Dallas County, Texas. The Original Declaration, Supplement, First Amendment and this Amendment are collectively referred to herein as the "Declaration".

**WHEREAS**, pursuant to a majority vote in a meeting of the Association, dated JANUARY 14, 2014, the Declaration is hereby further amended as set forth in this Amendment.

**WHEREAS**, all capitalized terms used, but not defined, in this Amendment shall have the meaning ascribed to them in the Declaration

**NOW, THEREFORE**, in consideration of the above Recitals, which are made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares, covenants and agrees as follows:

1. Texas Property Code Compliance. It is the intention of the Association, on behalf of the Members, to fully comply with the obligations of Texas Property Code, specifically §209.001 et seq. of the Texas Property Code.

(a) As such, Article V, Section 9, Subsection (b) of the Declaration is hereby deleted and replaced in its entirety as follows:

If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate of interest and the Association may, at its election following expiration of

the Alternative Payment Schedule (defined below), bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against property subject to and in accordance to the Texas Property Code, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including, but not limited to, reasonable attorneys' fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with costs of the action. For purposes of this Declaration, the "Alternative Payment Schedule" shall mean the extended period of time granted by the Board of Directors, not to be less than three (3) months nor longer than eighteen (18) months, to an Owner for the payment of assessments, during which period, said Owner shall not be subject to monetary penalties (excepting reasonable costs in administering the Alternative Payment Schedule and interest, both of which shall continue and be owed by Owner). The Owner shall request an Alternative Payment Schedule by written notice to the Association, and shall make partial payments during the Alternative Payment Schedule thereafter established by the Board of Directors, and shall pay in full any and all assessments due and owing hereunder prior to the expiration of the period of time established by the Board of Directors. The Board of Directors shall have no obligation to offer an Alternative Payment Schedule to an Owner who has failed to abide by a previous Alternative Payment Schedule in the previous two (2) years prior to the current delinquency. The Association shall file the reasonable guidelines established by the Board of Directors in the Deed Records of Dallas County, Texas.

(b) To the extent the Declaration otherwise fails to comply with the terms and conditions of the Texas Property Code, the Board of Directors of the Association shall further amend the Declaration to so comply.

2. Board of Directors. The Declaration is hereby amended to add the following as Section 4 of Article III of the Supplement:

Section 4. Board of Directors. (a) The "Board of Directors" shall mean five (5) to seven (7) Owners elected by a majority of the Members at the annual meeting of the Members to serve on the Board of Directors.

(b) The Board of Directors shall consist of five (5) to seven (7) officers as follows: President, Vice-President, Treasurer, Secretary, 0 to 2 Member at Large and Immediate Past President.

(c) In no event shall any two (2) members of the Board of Directors reside on the same Lot.

(d) No member of the Board of Directors shall serve more than two (2) consecutive terms in the same office.

3. Landscaping; Yard Maintenance; Restrictions. Notwithstanding anything to the contrary contained in the Declaration, all Owners of a Lot must provide and maintain adequate landscaping to reduce erosion and otherwise enhance the appearance of the Properties. Such landscaping may consist of shrubs, trees, grass, flowering and non-flowering plants, ground cover, decorative rocks, or any combination of the aforesaid; provided, in no event shall bare ground and/or mulch alone or in any combination of only these two items be acceptable. Landscaping shall adequately cover and camouflage each Owner's foundation. No Owner may locate a clothesline or similar device in

the front yard, side yard or any portion of such Owner's Lot visible from the street or common areas fronting such Lot. The Board of Directors may take reasonable steps to remedy any breach of this Section 3 following thirty (30) days' written notice to such Owner specifically describing the breach, and such Owner's failure to adequately remedy the breach; provided, however, so long as the Owner has commenced to remedy such breach and continues with due diligence, the Board of Directors shall allow a reasonable extension of such time period for Owner to remedy the breach. In the event the Board of Directors remedies the breach of an Owner pursuant to this Section 3, such Owner shall, within five (5) days of written notice of the costs, reimburse the costs and expenses of the Board of Directors in so remedying Owner's breach. If the breaching Owner does not reimburse the Board of Directors within said five (5) day period, the Board of Directors shall have the right, but not the obligation, to cause such costs and expenses to be treated as an assessment against the Owner's property, which shall be payable in accordance with the Declaration. The Board of Directors may, but shall not be obligated to, elect a landscaping committee or control board, and an Owner may report any violation of the landscaping rules to said committee; provided, if the Board of Directors does not elect a landscaping committee or control board, the Owner shall report any violations directly to the Board of Directors.

4. Severability. The provisions of this Declaration are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions.

5. Covenants running with the Land. The terms, conditions and provisions of this Declaration shall be deemed covenants running with the land and any transferee of title to the Property, its successors and assigns and its heirs, personal representatives, successors and assigns shall be bound jointly and severally hereby.

***[Signature Page to Follow]***

IN WITNESS WHEREOF, the Association has set its hand and seal as of the 31 day of January 2014.

Association/Declarant:

**THE COTERIE TOWNHOUSE ASSOCIATION,**  
a Texas not-for-profit corporation

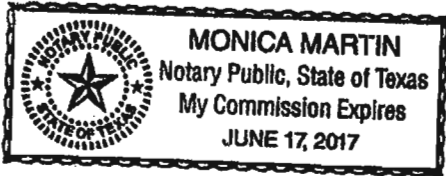
By: Fredda Stout  
Fredda Stout  
President

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF Dallas §  
§

I HEREBY CERTIFY that on the 31<sup>st</sup> day of January, 2014, before the subscriber, a Notary Public in the and for the above jurisdiction, personally appeared Fredda Stout, as President of **THE COTERIE TOWNHOUSE ASSOCIATION**, a Texas not-for-profit corporation, who has been satisfactorily proven to be the person whose signature is subscribed to this written instrument and has executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 31<sup>st</sup> day of January, 2014.



Monica Martin  
Notary Public, State of Texas

My Commission Expires:

June 17, 2017

**Exhibit "A"**

**Property Description**

Being all that certain property located in Dallas, Dallas County, Texas, and consisting of Lots 1 through 14, inclusive, in Block C/7435, of the City of Dallas, Dallas County, Texas, together with the Floodway Management Area adjacent thereto, Lots 1 through 23, inclusive, in Block D/7435 of the City of Dallas, Dallas County, Texas, Twinoaks Circle, areas marked Common Green Area No. 1, Common Green Area No. 2 and the portion of Hughes Lane to the center line thereof adjoining the above described property, all as shown on a subdivision plat thereof recorded in Volume 77143, Page 1897 of the Map Records of Dallas County, Texas.

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
02/06/2014 01:31:00 PM  
\$42.00



*JFW*

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