



201600037337

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WHEN RECORDED MAIL TO:
The Coterie Townhouse Association
6254 Twin Oaks Circle
Dallas, Texas 75240
Attn: Janet Follstaedt

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE COTERIE II SUBDIVISION, PHASE III

This THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTERIE II SUBDIVISION, PHASE III (this "Amendment") is made by The Coterie Townhouse Association (referred to herein as the "Association" and/or the "Declarant") pursuant to a majority vote of the Members (as defined in the Declaration [hereinafter defined]).

RECITALS

A. 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").

B. On or about December 16, 1976, a Declaration of Covenants and Restrictions was filed in Volume 76243, Page 2190 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 the Coterie II Subdivision, Phase III (the "Supplement"), recorded in Volume 77243, Pages 2195 of the Deed Records of Dallas County, Texas to include additional phases of the Property. The Declaration was further amended pursuant to that certain (i) 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, and (ii) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Coterie II Subdivision, Phase III recorded on February 6, 2014 as Document No. 2014000029104 in the Official Public Records of Dallas County, Texas (the "Second Amendment"). The Original Declaration, the Supplement, the First Amendment and the Second Amendment are collectively referred to herein as the "Declaration".

C. Pursuant to the Second Amendment, all Owners of a Lot are required to provide and maintain adequate landscaping to reduce erosion and otherwise enhance the appearance of the Properties (as more specifically set forth in the Second Amendment, the "Landscaping Requirements"). In the Second Amendment, the Board of Directors were authorized to (i) give notice to any Owner breaching the Landscaping Requirements, (ii) remedy the breach if the Owner fails to remedy the breach within specified times after receipt of such notice, and (iii) collect reimbursement for the costs and expenses of the Board of Directors in remedying the breach.

D. The Board of Directors desire to further amend the Declaration to provide for collection of all costs and expenses, including without limitation attorneys' fees, incurred by the Board of Directors in notifying any Owner of a breach of the Landscaping Requirements and obtaining the ultimate resolution of such breach,.

E. Pursuant to a vote of at least fifty-one percent (51%) of the Members in a meeting of the Association on January 19, 2016, the Declaration is hereby further amended as set forth in this Amendment.

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

1. Defined Terms. All capitalized terms used, but not defined in this Amendment shall have the meaning ascribed to them in the Declaration.

2. Amendment. The Declaration is hereby amended as follows:

“The Board of Directors shall have the right to collect from any Owner breaching the Landscaping Requirements all costs and expenses, including without limitation attorneys' fees, incurred by the Board of Directors in notifying such Owner of the breach of the Landscaping Requirements and obtaining the ultimate resolution of such breach.”

3. 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 provision.

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

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Association has set its hand and seal as of the 4th day of February, 2016.

ASSOCIATION/DECLARANT:

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

By: Joe W. Stout
Name: Joe W. Stout
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This Amendment was acknowledged before me, on the 4th day of February, 2016, by Joe Wilson Stout, the President of The Coterie Townhouse Association, a Texas not-for-profit corporation, on behalf of said corporation.

[SEAL]



Tiaira Erwin
Notary Public, State of Texas

My Commission Expires:

Tiaira Erwin
Printed Name of Notary Public

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
02/12/2016 10:21:57 AM
\$38.00



JFW

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