



Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202

Instrument Number: 2008-4403

Recorded On: January 14, 2008

As  
Notice

Parties: OWNERS ASSOC AT COUNTRY LAKES INC

To

Billable Pages: 12

Number of Pages: 12

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Notice	55.00
Total Recording:	55.00

\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2008-4403

Receipt Number: 450032

Recorded Date/Time: January 14, 2008 12:07:20P

User / Station: C Robinson - Cash Station 4

**Record and Return To:**

RIDDLE AND WILLIAMS PC  
3710 RAWLINS ST STE 1400  
DALLAS TX 75219



THE STATE OF TEXAS }  
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

**SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
COUNTRY LAKES**

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

**THIS SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR COUNTRY LAKES** (this "Supplemental Notice") is made this 2nd day of January, 2008, by the Owners Association at Country Lakes, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Wynne/Jackson Lakes Development, LP, a Texas limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions, and Restriction for Owners Association at Country Lakes, Inc." at Volume 4913, Page 01356 *et seq.*, of the Real Property Records of Denton County, Texas, as supplemented and amended from time to time (the "Declaration"); and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on February 13, 2006, the Association recorded a Notice of Filing of Dedicatory Instruments for Country Lakes as Document No. 2006-16941 of the Real Property Records, Denton County, Texas (the "Notice"); and

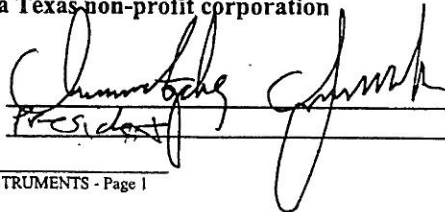
**WHEREAS**, the Association desires to supplement the Notice to include the dedicatory instruments identified in Exhibit "1" entitled "Rules Regarding Leasing and Sales" and "Rules Regarding Signs."

**NOW, THEREFORE**, the dedicatory instruments identified in Exhibit "1" attached hereto are true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Supplemental Notice to be executed by its duly authorized agent as of the date first above written.

**OWNERS ASSOCIATION AT COUNTRY LAKES,  
INC., a Texas non-profit corporation**

By:  
Its:

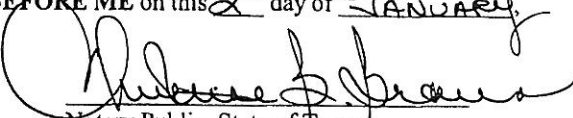
  
\_\_\_\_\_  
President

SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS - Page 1

**ACKNOWLEDGMENT**

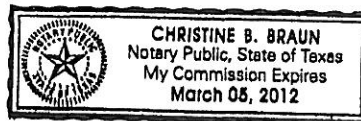
STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

BEFORE ME, the undersigned authority, on this day personally appeared CHRISTOPHER JACKSON  
PRESIDENT of the Owners Association at Country Lakes, 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 on behalf of said  
corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 2<sup>ND</sup> day of JANUARY  
2008.  
  
Notary Public, State of Texas

My Commission Expires

AFTER RECORDING, RETURN TO:  
Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219



<g/notice.dcd/supplemental.countrylakes>

**EXHIBIT "1"**

1-A Rules Regarding Leasing and Sales

1-B Rules Regarding Signs

THIS STAMP IS FOR SCANNING  
PURPOSES ONLY.

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PURPOSES ONLY.

SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS - Page 3

## OWNERS ASSOCIATION AT COUNTRY LAKES, INC.

### RULES REGARDING LEASING AND SALES

**WHEREAS**, Article XII, Paragraph 27 of the Declaration of Covenants, Conditions, and Restrictions for Owners Association at Country Lakes, Inc." authorizes the Board of Directors (the "Board") of the Owners Association at Country Lakes, Inc. (the "Association") to adopt rules regulating leasing and sub-leasing in Country Lakes (the "Community"); and

**WHEREAS**, in order to protect the equity of the individual Owners in the Community and to preserve the character of the Community as a homogeneous single-family residential property of predominantly owner-occupied homes, the Board deems it necessary to promulgate and enforce rules governing the leasing and sub-leasing of Units.

**NOW, THEREFORE, IT IS RESOLVED** that the following rules and regulations (the "Rules") are established by the Board for the leasing and sale of Units within the Community:

#### Leasing of Units

A. Leasing of Units shall be governed by the following provisions:

(1) Definition. "Leasing", as used in this Section, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a Unit is owned by a trust and the beneficiary of the trust is living in the Unit, that Unit shall be considered Owner-occupied rather than leased.

(2) General. Units may be leased only in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws and Rules and Regulations. No transient tenants may be accommodated in a Unit. All leases must be for an initial term of not less than six (6) months unless otherwise approved by the Board, in writing. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association.

(3) Leasing Limitations. Upon acquiring an ownership interest in a Unit, the Owner may not lease the Unit or residence thereon, or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the Unit or recording of the deed to the Unit which conveys title, whichever is earlier; provided that the Owner may lease the Unit or residence thereon pursuant to Board approval of a hardship per Paragraph (4) below. After the expiration of the twelve (12) month period, the Owner may lease the Unit subject to the other terms contained in this Rule.

(4) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of one or more Units prior to the twelve (12) month leasing ban in Paragraph (3) above upon written application by an Owner to avoid undue hardship. By way of

RULES REGARDING LEASING AND SALE OF UNITS – Page 1

EXHIBIT

1-A

illustration and not by limitations, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate his or her residence and can not, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Unit is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; (iv) the Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses. Those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Board may lease their Unit for such duration as the Board reasonably determines is necessary to prevent undue hardship.

(5) Contents of Lease. Each Owner acknowledges and agrees that any lease of his or her Unit shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this section. In addition, the terms and requirements contained herein automatically become a part of any lease and/or an addendum to the lease. These provisions shall also be attached to any lease as an addendum and, again, are a part of the lease regardless of whether or not physically attached to the lease. Any lessee, by occupancy of a Unit, agrees to the applicability of this section and incorporation of the following language into the lease:

The lessee shall comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure their compliance. Any violation of the Declaration, By-Laws or Rules and Regulations by the lessee, any occupant or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee 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 lessee 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 lessee as attorney-in-fact on behalf and for the benefit of the Owner.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the common area including, but not limited to, the use of all recreational facilities and other amenities.

The lessee agrees to be personally obligated, to the extent of his or her rental obligations under the lease, for the payment of all assessments against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of the lessee's activities including, but not limited to, activities which violate provisions of the Declaration, the Bylaws or the Rules and Regulations of the Association. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Upon request by the Board of Directors, the lessee shall pay to the Association all unpaid assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by the lessee; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due dates for rental payments unpaid at the time of the Board's request. All such payments made by the lessee shall reduce, by the same amount, the lessee's obligation to make rental payments to the lessor. If the lessee fails to comply with the Board's request to pay assessments, the lessee shall pay to the Association all late charges, fines, interest and costs of collection, including, but not limited to, attorney's fees, to the same extent the lessee would be required to make such payments to the Association if the lessee were the owner of the Unit during the term of the lease and any other period of occupancy by the lessee.

(6) Compliance with Declaration, Bylaws and Rules and Regulations. Each Owner shall cause all occupants of his or her Unit 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 damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be personally sanctioned for any violation.

In the event that the lessee, or a person living with the lessee, violates the Declaration, Bylaws or a Rule or Regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be assessed as an assessment against the Unit and the Owner, such being deemed an expense which benefits the leased Unit and the Owner thereof.

(7) Exempt Owners. The leasing limitations contained in Paragraph (3) shall not apply to the Association or to any builder, institutional lender, insurer or guarantor of a mortgage who takes title to any Unit pursuant to the remedies set forth in its mortgage or security instrument.

(8) Noncompliance. Subject to the exclusions provided in Paragraph 7, upon the recording of the Rules in the Deed Records of Denton County, Texas, any lease of a Unit in violation of this Paragraph shall be void and of no force and effect. The Association shall have the power and authority to enforce these Rules in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Unit which does not comply with the requirements and restrictions hereof. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH.** Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit which in the judgment of the Board are reasonably necessary to monitor compliance with these Rules.

B. Ownership Restrictions and Sale of Lots

Subject to the exceptions stated in sub-paragraphs (i) and (ii) below, in order to protect the equity of the individual property owners at Country Lakes and to preserve the character of the community as a homogeneous single-family residential property of predominantly owner-occupied homes, no person or entity shall own more than two (2) lots. For purposes of the amendment, ownership of a lot shall be attributed to and shall be deemed to be owned by entities in accordance with the following:

- A corporation, trust, estate or partnership shall be deemed to own a lot owned or deemed to be owned by the shareholders, beneficiaries and partners of such entities, respectively; and

- The shareholders, beneficiaries and partners of a corporation, trust, estate or partnership, respectively, shall be deemed to own a lot owned by or deemed to be owned by such entity.

A person or entity who, upon the effective date of this amendment, owns more than two (2) lots may not acquire any ownership interest in any additional lots. Any person or entity who owns more than two (2) lots in the Project upon the effective date of this amendment may continue to maintain such ownership interest in such lots notwithstanding the foregoing; provided, however, such person or entity may not acquire an ownership interest in any additional lots in the Project.

A person or entity who, upon the effective date of this amendment, owns one (1) lot, may not acquire more than one (1) additional lot.

Any sale of a lot entered into which violates the terms herein shall be deemed void and of no force and effect and shall confer no title or interest in a lot to the purported buyer, except as may be otherwise provided in the Declaration.

(i) This amendment and restriction shall not apply to preclude an Owner from purchasing a lot for the purpose of allowing a member of his or her family to reside in the residence on the lot.

(ii) This amendment shall not apply to the Association or to any builder, institutional lender, insurer or guarantor of a mortgage who has only a mortgage or security interest in a lot in the Property or who takes title to any lot pursuant to the remedies set forth in its mortgage or security instrument.

**IT IS FURTHER RESOLVED** that these Rules Regarding Leasing and Sales replace and supersede in all respects all prior resolutions with respect to the enforcement of signage violations by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.



This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 18, 2007, and has not been modified, rescinded or revoked.

DATE: 12/18/2007

Melissa A. Zwik  
Secretary

f/resol/countrylakes-leasing

## OWNERS ASSOCIATION AT COUNTRY LAKES, INC.

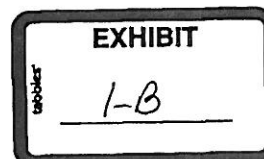
### Rules Regarding Signs

**WHEREAS**, Article IV, Section 3 of the Declaration of Covenants, Conditions, and Restrictions for Owners Association at Country Lakes, Inc. (the "Declaration") authorizes the Board of Directors (the "Board") to make and enforce reasonable rules and regulations governing the use of the Properties to further define or limit the covenants and restrictions set forth in the Declaration; and

**WHEREAS**, the Board finds there is a need to establish rules and regulations governing the creation and placement of signs on Units to compliment the restrictions set out in Article XII, Section 1 of the Declaration governing signs.

**NOW, THEREFORE, IT IS RESOLVED** that the following additional procedures and practices are established for the placement of signs on Units within Country Lakes (the "Development"), and such procedures and practices are to be known as the "Rules Regarding Signs" of the Association.

1. Signs must be professionally made and maintained in an attractive manner.
2. Unless otherwise allowed by Texas law, signs advertising a political candidate or ballot item for an election must be no larger than four feet (4') by six feet (6'). All other signs must be no larger than two feet (2') by three feet (3'). Only one (1) sign of any type (lease, sale, political issue or candidate, etc.) can be displayed at any given time.
3. Only one (1) sign per political candidate or ballot item may be present on a Unit. Political signs may not be erected or allowed to be erected more than ninety (90) days prior to the election concerning the position or matter to which the sign refers and must be removed within ten (10) days after the completion of such election.
4. "For Rent" signs must conform with Exhibit "A" attached hereto.
5. Only one (1) sign may be used by a builder or contractor during construction or sales periods.
6. No signs may contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping or nonstandard decorative component.
7. No signs may have moving elements or parts or accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.
8. No signs may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle or any other existing structure or object.



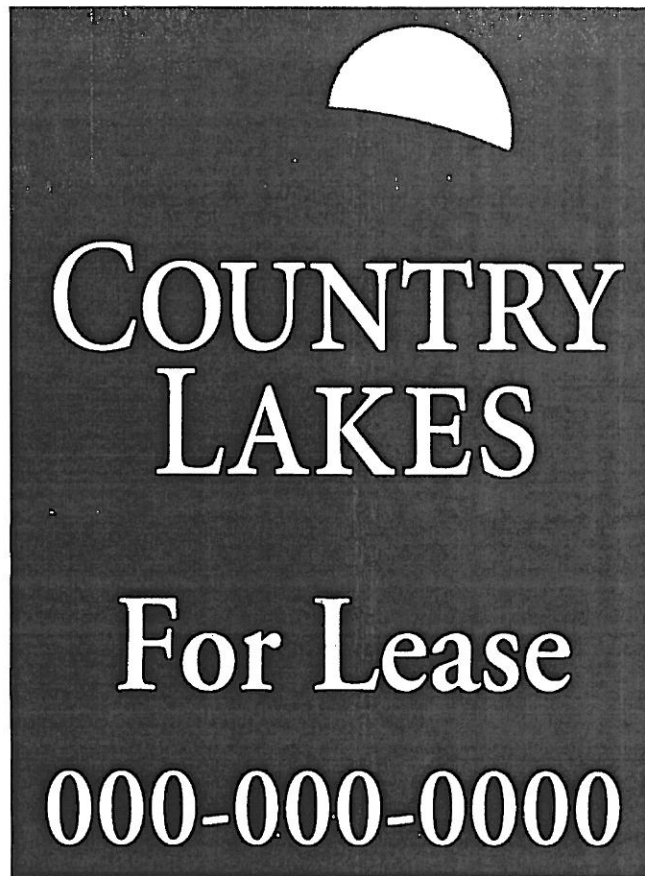
9. No signs may include the painting of architectural surfaces.
10. No sign may threaten the public health or safety.
11. No sign may violate any law.
12. No sign may contain negative language, graphics or any display that would be offensive to the ordinary person.
13. No signs will be allowed on any Common Area or along any street right-of-way within the Development unless prior written approval is granted by the Board of Directors.
14. Where a sign violation is determined or deemed determined to exist by the Board, the Board may remove the sign without prior notice to the Owner. The Association and its agents and contractors will not be liable to the Owner for any damages or costs alleged to arise by virtue of action taken under this Paragraph 12 and are expressly relieved from any liability for trespass or other action in connection therewith or arising from such removal.
15. Any deviation from these standards must be submitted to and approved in writing by the appropriate committee pursuant to Articles XI and XII of the Declaration.
16. These "Rules for Signs" are to be filed in the Denton County Deed Records and are considered as a binding addendum to the Declaration.
17. Signs placed on the property by the Declarant are exempt from these restrictions.
18. To the extent that any provision or restriction in Article XII, Section 1 of the Declaration is inconsistent with Section 202.009 of the Texas Property Code, Section 202.009 controls and governs signs in the Association.

**IT IS FURTHER RESOLVED** that these Rules Regarding Signs replace and supersede in all respects all prior resolutions with respect to the enforcement of signage violations by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 18, 2007, and has not been modified, rescinded or revoked.

DATE: 12/18/2007 Melissa A. Zwick  
Secretary

F:\RESOL\COUNTRYLAKES-SIGNS



18" x 24"

