

2

**SECOND AMENDMENT  
TO DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR WYNDHAM VILLAGE**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Wyndham Village (the "Amendment") is executed by Wyndham Village Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), to be effective as of the 15th day of May, 2008.

**I.**

**RECITALS**

**1.1** This Amendment is made pursuant to Section 12.04 of the Declaration of Covenants, Conditions and Restrictions for Wyndham Village dated February 18, 1997, and filed of record in Volume 12676, Page 1112, Deed Records of Tarrant County, Texas, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Wyndham Village dated February 20, 1997, and filed of record in Volume 12680, Page 860, Deed Records of Tarrant County, Texas (collectively, the "Declaration").

**1.2** By execution of this Amendment, the Association certifies that this Amendment has been duly approved in accordance with Section 12.04 of the Declaration and that no other approval is required for this Amendment.

**II.**

**AMENDMENT**

**2.1** Section 3.02 of the Declaration is hereby amended by adding, after CLASS B (ii), the following:

“(iii) when the residence/dwelling becomes occupied the Class B Member status shall change to Class A Member.”

**2.2** Section 4.01(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

“Care and provisions of the Private Lot Maintenance area. The maintenance shall include care for the mowing and edging of grass as outlined in the annual contracts to be negotiated by the Declarant and/or the Association Board for the care of the Private Lot Maintenance area.”

**2.3** Section 9.06 of the Declaration is hereby amended by adding, after the first paragraph of Section 9.06, the following:

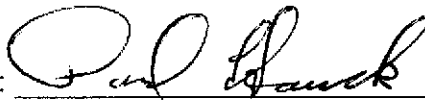
“Exception to this shall be the fence that surrounds the pool/pavilion area. Homeowners whose fence is located in this area shall maintain the fence and repair or replace if needed or if notified by the Committee, to meet the current style, construction and paint color. Homeowners shall have ten (10) days after receipt of notice in which to repair or replace their fence if the Committee determines their fence to be a safety or security liability. Homeowners shall have ninety (90) days after receipt of notice in which to replace or repair their fence for aesthetic purposes.”

2.4 Section 9.18 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Basketball Goals. No basketball goals, backboards or nets shall be erected, constructed or placed upon any Lot.”

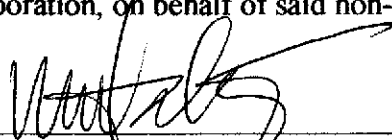
2.5 Except as otherwise expressly provided in this Amendment, the Declaration is hereby ratified and shall remain in full force and effect.

**ASSOCIATION:  
WYNDHAM VILLAGE HOMEOWNERS  
ASSOCIATION, INC., a Texas non-profit  
corporation**

By:   
Name: Paul Hauck  
Title: President

THE STATE OF TEXAS       §  
  §  
COUNTY OF TARRANT     §

This instrument was acknowledged before me on the 15 day of MAY, 2008, by Paul Hauck, President of Wyndham Village Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**  
Wyndham Village HOA  
P.O. Box 1522  
Keller, Texas 76244





WYNDHAM VILLAGE HOA  
P O BOX 1522

KELLER TX 76244

Submitter: BRACKETT & ELLIS

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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: 05/28/2008 02:29 PM  
Instrument#: D208198098  
OPR 3 PGS \$20.00

By: \_\_\_\_\_



**D208198098**

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.

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