

2001- 0105178

ENVELOPE
 ATTACHED
**FIRST AMENDMENT
 TO
 DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
 FOR
 BILTMORE SWIM AND RACQUET CLUB PHASE TWO AND THREE
 AN ADDITION TO THE CITY OF PLANO, TEXAS**

01988 00163

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

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS FOR BILTMORE SWIM AND RACQUET CLUB PHASE TWO AND THREE, AN ADDITION TO THE CITY OF PLANO, TEXAS (this "Amendment") is made to be effective the ___ day of December, 2000, by Biltmore Swim and Racquet Club Recreation Association (the "Association").

WITNESSETH:

WHEREAS, Bass Development recorded that certain Declaration of Restrictions, Conditions and Covenants for Biltmore Swim and Racquet Club Phase Two & Three, an Addition to the City of Plano, Texas, at Volume 1915, Page 745 et seq. of the Deed Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Part Four, Paragraph 1 of the Declaration provides that the Declaration may be amended by recording an amendment instrument which has been executed by a majority of the then record Owners of lots within the Association; and

WHEREAS, at a meeting of Owners held on February 8, 2000, and a quorum being present, more than a majority of the Owners who were voting in person or by proxy approved of amending the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- 1. Part Three of the Declaration is amended by adding a new Paragraph 19 as follows:

Lien for Assessments: All sums assessed against any Lot, together with late charges, interest and costs of collection, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except for (i) liens for ad valorem taxes or (ii) liens for all sums unpaid on a first mortgage duly recorded in the land records of Collin County, Texas (and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument).

All other persons acquiring liens or encumbrances on any Lot after the recording of the Declaration shall be deemed to consent that such liens or encumbrances are

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inferior to the lien provided herein to secure the payment of future assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens and encumbrances.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to the Lot the amount of delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 52.002 (Vernon 1984), as it may be amended (the "Foreclosure Statute"), in like manner for any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute.

The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same. The Association may sue for unpaid assessments and other charges without foreclosing or waiving the lien securing same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the first Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be common expenses collectible from Owners of all Lots subject to assessment under this Declaration, including such acquires, its successors and assigns.

All payments shall be applied first to the costs, then to late charges, then to interest and then to delinquent assessments.

- 2. All subsequent numbered paragraphs are deemed to be re-numbered.
- 3. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

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IN WITNESS WHEREOF, the above amendment is executed by a duly authorized officer of the Association as of the date first written above.

BILTMORE SWIM AND RACQUET CLUB RECREATION ASSOCIATION

By: Ed Handridge
Its: PRESIDENT

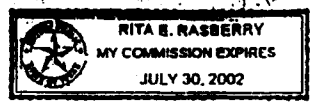
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ed Handridge, President of Biltmore Swim and Racquet Club Recreation Association, a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said non-profit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of August, 2001.

Rita E. Rasberry
Notary Public in and for
the State of Texas



My Commission Expires: 7-30-2002

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, TRANSFER, OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND
UNENFORCEABLE UNDER FEDERAL LAW
(SECTION 5 OF TEXAS) COUNTY OF COLLIN
I hereby certify that this instrument was FILED in the Public Records Office on the date
and the time stamped herein by me, and was duly RECORDED, in the Grand Public
Records of Real Property of Collin County, Texas on

AUG 23 2001

Helen Starnes



Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Aug 23 2001
At 8:58am

Doc/Num : 2001- 0105178

Recording/Type:RS 15.00
Receipt #: 27584