

AFTER RECORDING RETURN TO:

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TERRACINA

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Denton County, Texas

Declarant: WOODS CHINN CHAPEL, LTD., a Texas limited partnership

Cross Reference to <u>Declaration of Covenants and Restrictions for Terracina</u> recorded under Document No. 201158584, Official Public Records of Denton County, Texas.

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TERRACINA

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Terracina (the "Amendment") is made by WOODS CHINN CHAPEL, LTD., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS:

- **A.** Declarant previously executed and recorded that certain <u>Declaration of Covenants and Restrictions for Terracina</u> recorded under Document No. 201158584, Official Public Records of Denton County, Texas (the "**Declaration**").
- **B.** Pursuant to *Section 8.03* of the Declaration, the Declaration may be amended by Declarant acting alone.
 - **C.** Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

- **1.** <u>Community Manual</u>. The following definition for "Community Manual" is hereby added to *Article 1* of the Declaration as follows:
 - "Community Manual" means the community manual, which may be initially adopted and recorded by the Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual shall include the Bylaws, and may also include rules and regulations and other policies governing the Association.
- **2.** <u>Maximum Number of Lots</u>. The following definition for "Maximum Number of Lots" is hereby added to *Article 1* of the Declaration as follows:
 - "<u>Maximum Number of Lots</u>" means the maximum number of Lots that may be created and made subject to the terms and provisions of this Declaration. The Maximum Number of Lots for the purpose of this Declaration is 160.
- **3.** <u>Solar Energy Device</u>. The following definition for "Solar Energy Device" is hereby added to *Article 1* of the Declaration as follows:

"Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

- **Section 2.15 Signs**. The following section is added to *Section 2.15* as follows:
- (f) a religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches.
- 5. <u>Section 2.29 Fences</u>. *Section 2.29* of the Declaration is deleted in its entirety and replaced as follows:
 - **2.29 Fences**. The design, construction materials, height and location of all fences must be approved by the Architectural Control Committee. Specifically, on each Lot, all fences must be constructed of six feet (6') tall wrought iron or powder coated tubular steel, in a location, design and height approved in advance by the Architectural Control Committee. In no event may any fence or wall be erected, placed or altered on a Lot nearer to the front street than the front wall of each residence constructed on a Lot. In the event of any disagreement on whether the location of a fence complies with the foregoing sentence, the decision of the Architectural Control Committee will be final and conclusive.
- **6.** <u>Section 2.38 Flags Approval Requirements</u>. *Section 2.38* is hereby added to the Declaration as follows:
 - **2.38** Flags Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States Military, ("Permitted Flag") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("Permitted Flagpole"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Architectural Control Committee. Approval by the Architectural Control Committee is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("Freestanding Flagpole").
- 7. <u>Section 2.39 Flags Flags Installation and Display</u>. *Section 2.39* is hereby added to the Declaration as follows:

- **2.39** Flags Installation and Display. Unless otherwise approved in advance and in writing by the Architectural Control Committee, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:
 - (i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;
 - (ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height
 - (iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
 - (iv) With the exception of flags displayed on Common Area or Special Common Area and any Lot which is being used for marketing purposes by a Homebuilder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
 - (v) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
 - (vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
 - (vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
 - (viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and
 - (ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

- **8.** <u>Section 2.40 Energy Efficient Roofing</u>. *Section 2.40* is hereby added to the Declaration as follows:
 - 2.40 Energy Efficient Roofing. Roofs of buildings may constructed with "Energy Efficiency Roofing" with the advance written approval of the Architectural Control Committee. For the purpose of this Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Architectural Control Committee will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in this Declaration. In conjunction with any such approval process, the Owner should submit information which will enable the Architectural Control Committee to confirm the criteria set forth in this Section. Any other type of roofing material shall be permitted only with the advance written approval of the Architectural Control Committee.
- 9. <u>Section 2.41 Solar Energy Device</u>. *Section 2.41* is hereby added to the Declaration as follows:
 - **2.41** <u>Solar Energy Device</u>. Solar Energy Devices may be installed with the advance written approval of the Architectural Control Committee.
 - (a) <u>Application</u>. To obtain Architectural Control Committee approval of a Solar Energy Device, the Owner shall provide the Architectural Control Committee with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Declaration.
 - (b) <u>Approval Process</u>. The Architectural Control Committee will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Declaration. The Architectural Control Committee will approve a Solar Energy Device if the Solar Application complies with *Section 2.41(c)* below **UNLESS** the Architectural Control Committee makes a written determination that placement

of the Solar Energy Device, despite compliance with Section 2.41(c), will create a condition that substantially interferes with the use and enjoyment of the property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Control Committee's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

- (c) <u>Approval Conditions</u>. Unless otherwise approved in advance and in writing by the Architectural Control Committee, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:
 - The Solar Energy Device must be located on the roof of the (i) residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Architectural Control Committee may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Architectural Control Committee. Owner desires to contest the alternate location proposed by the Architectural Control Committee, the Owner should submit information to the Architectural Control Committee which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.
 - (ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

- (d) <u>Exception</u>. During the Development and Sale Period, the Architectural Control Committee need not adhere to the terms and provisions of this *Section* 2.41 and may approve, deny, or further restrict the installation of any Solar Device.
- **10.** <u>Section 2.42 Rainwater Harvesting Systems</u>. *Section 2.42* is hereby added to the Declaration as follows:
 - **2.42** Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") may be installed with the advance written approval of the Architectural Control Committee.
 - (a) <u>Application</u>. To obtain Architectural Control Committee approval of a Rainwater Harvesting System, the Owner shall provide the Architectural Control Committee with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.
 - (b) <u>Approval Process</u>. The decision of the Architectural Control Committee will be made in accordance with *Article 6* of the Declaration. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.
 - (c) <u>Approval Conditions</u>. Unless otherwise approved in advance and in writing by the Architectural Control Committee, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:
 - (i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Architectural Control Committee.
 - (ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.
 - (iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

- (iv) There is sufficient area on the Owner's Lot to install the Rain System Device, as reasonably determined by the Architectural Control Committee.
- (v) If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's Lot, the Architectural Control Committee may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See *Section 2.42(d)* for additional guidance.
- (d) Guidelines. If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's Lot, the Architectural Control Committee may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's Lot. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, or another Owner's Lot, any additional regulations imposed by the Architectural Control Committee to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device, may not prohibit the economic installation of the Rain System Device, as reasonably determined by the Architectural Control Committee.
- 11. Section 3.02 Membership. Section 3.02(c)(i) of the Declaration is deleted in its entirety and replaced as follows:
 - (i) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such member is in violation of any provision of this Declaration;
- **12.** <u>Section 3.03 Voting Rights</u>. *Section 3.03* of the Declaration is deleted in its entirety and replaced as follows:
 - 3.03 <u>Voting Rights</u>. The right to cast votes and the number of votes which may be cast for election of members to the Board and on all other matters to be voted on by the Members will be calculated as set forth below.
 - (a) The Owner of each Lot will have one (1) vote for each Lot so owned. In the event of the re-subdivision of any Lot into two or more Lots: (i) the number of votes to which such Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such re-subdivision, e.g., each Lot

resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights <u>and Assessments</u> will continue to be determined according to the number of original Lots contained in such consolidated Lot.

- (b) In addition to the votes to which Declarant is entitled by reason of *Section* 3.03(a), for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development and Sale Period.
- (c) When more than one person or entity owns a portion of the fee simple interest in any Lot, all such persons or entities will be Members. The vote or votes (or fraction thereof) for such Lot will be exercised by the person so designated in writing to the Secretary of the Association by the Owner of such Lot and in no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled under this *Section 3.03*.
- 13. <u>Section 3.08 Control by Declarant</u>. *Section 3.08* of the Declaration is deleted in its entirety and replaced and renamed as follows:
 - 3.08 **Governance**. The Board will consist of at least three (3) Persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Declaration and have been conveyed by Owners other than the Declarant, Declarant will appoint and remove all members of the Board. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Declaration and have been conveyed to Owners other than the Declarant, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant may appoint and remove twothirds of the Board from and after the Member Election Meeting until expiration or termination of the Development and Sale Period.

- **14.** <u>Section 5.08 Assessment Lien and Foreclosure</u>. *Section 5.08* of the Declaration is deleted in its entirety and replaced as follows:
 - Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Article is, together with late charges as provided in Section 5.06 and interest as provided in Section 5.07 hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to Section 5.01(b) above, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) tax liens; (ii) all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or second deed of trust lien of record; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was recorded in the Official Public Records of Denton County, Texas before the delinquent Assessment was due. Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the officers of the Association and will be recorded in the Official Public Records of Denton County, Texas. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. Such lien for payment of Assessments may be enforced by foreclosure of the defaulting Owner's Lot. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the

event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. payment of all sums secured by a lien of the type described in this Section 5.08, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer of the Association. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) to such Owner, in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable service provided through the Association and not paid for directly by a Owner or occupant to the utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Utility or cable service will not be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by applicable law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Lot to a third party; provided, however, that no transfer fee will be due upon the transfer of a Lot from Declarant to a third party.

Yes, the Association can foreclose on your Lot!

If you fail to pay assessments to the Association, you may lose title to your Lot if the Association forecloses its assessment lien.

- **15.** <u>Section 8.01 Term</u>. *Section 8.01* of the Declaration is deleted in its entirety and replaced as follows:
 - 8.01 <u>Term.</u> The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Denton County, Texas, and continuing through and including January 1, 2055, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in writing by the Town and approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Denton County, Texas. Notwithstanding any provision in this Section 8.01 to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision will expire (twenty one) 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.
- **16.** <u>Section 8.03 Amendment</u>. *Section 8.03* of the Declaration is deleted in its entirety and replaced as follows:
 - **8.03** Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Denton County, Texas, of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (unless Declarant has relinquished such right by written instrument recorded in the Official Public Records of Denton County, Texas) and Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast by members of the Association. No amendment will be effective without the written consent of Declarant, its successors or assigns. Specifically, and not by

way of limitation, Declarant may unilaterally amend this Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

17. <u>Miscellaneous</u>. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on this \underline{S} day of $\underline{\mathcal{M}}_{acc} L$, 2012.

DECLARANT:

WOODS CHINN CHAPEL, LTD., a Texas limited partnership

By: Centamtar Terras, LLC, a Texas limited liability company, its general partner

Printed Name: Mehrdad Moayou
Title: Manager

THE STATE OF TEXAS § COUNTY OF DAILS §

(SEAL)

LAURA WAYLAND My Commission Expires July 14, 2012 Notary Public Signature



Denton County Cynthia Mitchell County Clerk Denton, Tx 76202

Instrument Number: 2012-31823

As

Recorded On: March 29, 2012

Amendment

Parties: WOODS CHINN CHAPEL LTD

Billable Pages: 15

То

Number of Pages: 15

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Amendment

72.00

Total Recording:

72.00

******* 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:

Record and Return To:

Document Number: 2012-31823

Receipt Number: 888249

Recorded Date/Time: March 29, 2012 09:46:48A

User / Station: J Morris - Cash Station 1

RORBERT D BURTON

WINSTEAD PC

401 CONGRESS AVE STE 2100

AUSTIN TX 78701



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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Cilutchell

County Clerk Denton County, Texas