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**SECOND AMENDMENT TO DECLARATION  
OF COVENANTS FOR ARAGLIN COURT**

2362616

\$15.00 Deed

This Second Amendment to Declaration of Covenants for Araglin Court (the "Second Amendment") is made as of the date set forth below.

WHEREAS, that certain Declaration of Covenants for Araglin Court (the "Original Declaration") was recorded on April 29, 1997 in Volume 97083, Page 05221 of the Real Property Records of Dallas County, Texas by Araglin Court Joint Venture (the "Declarant") encumbering certain real property commonly known as Araglin Court, located in Dallas, Dallas County, Texas and more fully described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Original Declaration was amended by that certain Amendment to Declaration of Covenants for Araglin Court (the "First Amendment") recorded February 3, 2003 at Instrument Number 2178879 in the Real Property Records of Dallas County, Texas (the Original Declaration and First Amendment are collectively referred to as the "Declaration"); and

WHEREAS, the Declarant and the members of the Araglin Court Homeowners Association, Inc. (the "Association") desire to amend certain portions of the Declaration; and

WHEREAS, the Declaration provides in Section 10.3 that the Declaration may be amended by the Declarant with the direct consent of at least sixty seven percent (67.0%) of the Owners of the Lots (as defined in the Declaration); and

WHEREAS, the Association caused a notice of the proposed revisions to the Declaration to be transmitted to all of the members of the Association in accordance with Section 10.8 of the Declaration; and

WHEREAS, at the annual meeting (the "Annual Meeting") of the Association held on April 24, 2003, the Secretary of the Association announced that at least sixty seven percent (67%) of the owners of lots comprising the Property were present either in person or by proxy and recorded that the members after discussion voted affirmatively for the adoption of the revisions to the Declaration as set forth below.

NOW THEREFORE, pursuant to the provisions of the Declaration, the Declaration is hereby amended as follows:

1. The existing text of Article III, Section 3.11 (d) is hereby deleted in its entirety and the following language substituted in its place:

2003 107 02593

(d) Each and every Assessment is due on the date fixed by the Board (the "Due Date") and any Assessment or part thereof which is not paid within thirty (30) days of the Due Date shall be delinquent. All delinquent unpaid Assessment(s) or portion(s) thereof shall bear interest from the Due Date at the maximum legal rate of interest. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and / or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided above and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. In addition to interest accruing on the delinquent amounts as set forth above, each delinquent Owner shall be obligated to pay a late charge (in an amount set by the Board) with respect to any Assessment or portion thereof which is not paid within ten (10) days following the Due Date.

2. Article VIII, Section 8.5 is hereby amended to add the following language at the end of the existing text:

Except for the aforementioned audit of the Association's annual financial statement, no audit shall be performed by any other person or entity unless such audit is specifically requested of the Treasurer by a Dwelling Unit Owner in good standing. The Dwelling Unit Owner requesting the audit shall be solely responsible for the cost of the additional audit unless such additional audit reveals a material discrepancy resulting from a misappropriation or misuse of Association funds in which event the Association shall reimburse the Dwelling Unit Owner for the reasonable costs of the additional audit. Any additional audit requested by a Dwelling Unit Owner shall be performed during the regular business hours of the Association and shall be performed by a qualified accountant (who is not retained on a contingency basis) with a minimum of disruption to the Association's routine business affairs.

Except as modified by this Second Amendment, all of the terms of the Declaration are hereby expressly ratified and shall remain in full force and effect.

IN WITNESS THEREOF, this Second Amendment is executed this 30 day of April, 2003.

2003 107 02594

DECLARANT.

ARAGLIN COURT JOINT VENTURE, a Texas  
general partnership (f/k/a Waterford Park Joint  
Venture)

By: Barry K. Baldwin  
Barry K. Baldwin, General Partner

By: Douglas M. Fomey  
Douglas M. Fomey, General Partner

ARAGLIN COURT HOMEOWNERS ASSOCIATION,  
INC.  
a Texas non-profit corporation

By: Jacques Aferiat  
Name: Jacques Aferiat  
Title: President

By: Tan Aldinger  
Name: Tan Aldinger  
Title: Secretary

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 30 day of April,  
2003 by Barry K. Baldwin, General Partner of Araglin Joint Venture (formerly  
known as Waterford Park Joint Venture), a Texas general partnership, on behalf  
of said partnership.

Kina L. Jones  
Notary Public in and for the State of Texas

Kina L. Jones  
Printed or Typed Name of Notary

My Commission Expires: 05-28-06  
2003 107 02595



Unofficial Copy

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 30 day of April, 2003 by Douglas K. Forney, General Partner of Araglin Joint Venture (formerly known as Waterford Park Joint Venture), a Texas general partnership, on behalf



Kina L. Jones  
Notary Public in and for the State of Texas

Kina L. Jones  
Printed or Typed Name of Notary

My Commission Expires: 05-28-06

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 29 day of April, 2003 by Jacques Aferiat, as President and Tom Aldinger as Secretary of Araglin Court Homeowner's Association, Inc. as the act and deed of said association.

Margaret Rohrt  
Notary Public in and for the State of Texas

Margaret Rohrt  
Printed or Typed Name of Notary

My Commission Expires: January 27, 2007

Unofficial Copy

ALTERNATIVE MANAGEMENT SYSTEMS  
P.O. BOX 781161  
DALLAS, TX 75378-1161

AFTER READING RETURN TO:

COUNTY CLERK, Dallas County, Texas



Gytha, Dallas

MAY 6 2003

Any provision herein which restricts the legal effect or use of the described real property because of color or form is hereby void and unenforceable under federal law.  
COUNTY OF DALLAS  
STATE OF TEXAS  
A county clerk has reviewed and filed in the data and case management system by the state and county clerk in the office and the date of the record of Dallas County, Texas as reported herein by me.

JANITA W. HARRIS, CLERK  
COUNTY CLERK  
DALLAS COUNTY

2003 MAY 27 PM 4: 14

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