

AFTER RECORDING RETURN TO:

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**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ASBURY CIRCLE TOWNHOMES**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

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INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions for Asbury Circle Townhomes, and recorded on March 27, 2008, is recorded as Document No. 20080098924 in the Official Public Records of Dallas County, Texas (the "*Asbury Circle Declaration*"); and

WHEREAS, the Asbury Circle Declaration affects certain tracts or parcels of real property in the Town of Addison, Dallas County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the "*Addition*"); and

WHEREAS, under Article XIII, Section 13.3 of the Asbury Circle Declaration, the covenants and restrictions contained in the Asbury Circle Declaration may be amended or changed upon the approval by Owners owning, in the aggregate, seventy-five percent (75%) of the votes of all Members; and

WHEREAS, Texas Property Code Section 209.0041(b) expressly states that a declaration may be amended only by a vote of sixty-seven percent (67%); and

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WHEREAS, at the 2014 Annual Meeting of the Members of Asbury Circle Townhomes Association, Inc. ("Association"), the following amendment to the Asbury Circle Declaration was proposed and approved with the affirmative vote of Owners holding at least sixty-seven percent (67%) of the votes; and

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

(a) Select subsections of Section 8.1 of Article VIII of the Asbury Circle Declaration are hereby amended to read as follows:

Section 8.1 Insurance Coverage.

(a) **Purchasing Policies; Primary Coverage.**

(i) *The Board of Directors or its duly authorized agent shall have the authority to purchase and shall purchase insurance policies upon the Property sufficient to provide the coverages required by this Article VIII, for the benefit of the Association and the Owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of Owners. All policies shall be written with a company licensed to sell insurance in the State of Texas.*

(ii) *Each Owner shall be responsible for maintaining, at all times, a policy or policies of insurance for the purpose of insuring for the full replacement value (a) all improvements made to the interior of such Owner's Dwelling, including but not limited to wall coverings, flooring, carpeting, and cabinetry, (b) all fixtures attached to such Owner's Lot and Dwelling, and (c) all of the Owner's personal property located in or about such Owner's Lot and Dwelling. Each Owner shall further be responsible for maintaining, at such Owner's own expense and as part of the insurance required by this Section, general liability insurance coverage in a minimum amount sufficient to cover the cost of any repair or reconstruction in the event of damage or destruction from any hazard attributable to the Owner and/or Owner's Dwelling as the Board may set from time to time. All such policies of insurance shall be issued by insurance companies authorized to do business in the State of Texas, and regulated by the Texas Department of Insurance.*

The Owner shall provide proof of insurance upon each periodic renewal of same to the Association. The Owner must provide the Association with notice of cancellation or lapse in coverage. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire property hazard insurance required to be maintained by the Owner if the Owner fails to provide to the Association valid proof of coverage, by pre-paid receipt or declarations page, within ten (10) days after receipt by the Owner of a written request from the Association. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner as a special individual assessment. The insurance obtained by an Owner in accordance with this Section shall be primary with respect to the matters covered thereby.

(b) Casualty. All buildings and improvements upon the Property and all personal property of the Association located in or upon the Property and/or used to maintain the Property (including but not limited to Dwellings and other improvements thereon) shall be insured in an amount equal to one hundred percent (100%) of the insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsements; and

(ii) Such other risks, as determined from time to time by the Association, as are customarily covered by casualty policies with respect to buildings of the type existing on the Property.

*Notwithstanding anything to the contrary contained herein, the Association's insurance policies shall not be required to cover damage for mold or damage to the improvements to the interior of the Dwelling, fixtures, and personal property of Owners, and the Owners expressly assume all liability therefor. **THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, TO OWNER'S PROPERTY (AS MORE FULLY DESCRIBED IN SECTION 8.1(a)(ii)) UNLESS SUCH OWNER ESTABLISHES THAT THE ASSOCIATION NEGLIGENTLY FAILED TO DISCHARGE ITS RESPONSIBILITIES UNDER THE DECLARATION.***

IN THE EVENT DAMAGE OR LOSS IS CAUSED BY OR IS ATTRIBUTABLE TO AN OWNER AND THE OWNER MAKES OR PRESENTS A CLAIM

AGAINST THE ASSOCIATION'S INSURANCE POLICY, THEN THE AFFECTED OWNER(S) SHALL BE RESPONSIBLE FOR PAYMENT OF THE APPLICABLE INSURANCE DEDUCTIBLE. THE BOARD, ON A CASE-BY-CASE BASIS, HAS EXPRESS AUTHORITY TO DETERMINE THE MANNER IN WHICH RESPONSIBILITY FOR THE DEDUCTIBLE WILL BE DETERMINED. THE FOREGOING ONLY APPLIES TO NON-CATASTROPHIC DAMAGE OR LOSS.

The terms and provisions of the Asbury Circle Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Asbury Circle Declaration and this First Amendment to the Asbury Circle Declaration, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Board of Directors of Asbury Circle Townhomes Association, Inc. has caused this First Amendment to the Asbury Circle Declaration to be filed with the office of the Dallas County Clerk and is made to be effective as of the 26th day of June, 2014.

**ASBURY CIRCLE
TOWNHOMES ASSOCIATION, INC.**

By: JANE LENZ
_____, President

**CERTIFICATION OF APPROVAL OF THE
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ASBURY CIRCLE TOWNHOMES**

I, JANE LENZ, the duly-elected President of Asbury Circle Townhomes Association, Inc. hereby certify:

That the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Asbury Circle Townhomes was approved by the affirmative vote of 67% of the Members of Asbury Circle Townhomes Association, Inc. at the duly-convened 2014 Annual Meeting of the Members, as evidenced and recorded in the records of Asbury Circle Townhomes Association, Inc., and that the same does now constitute an official amendment to the Declaration of Asbury Circle Townhomes Association, Inc. and shall be filed of record with the office of the Dallas County Clerk.

By: Jane Lenz
_____, President

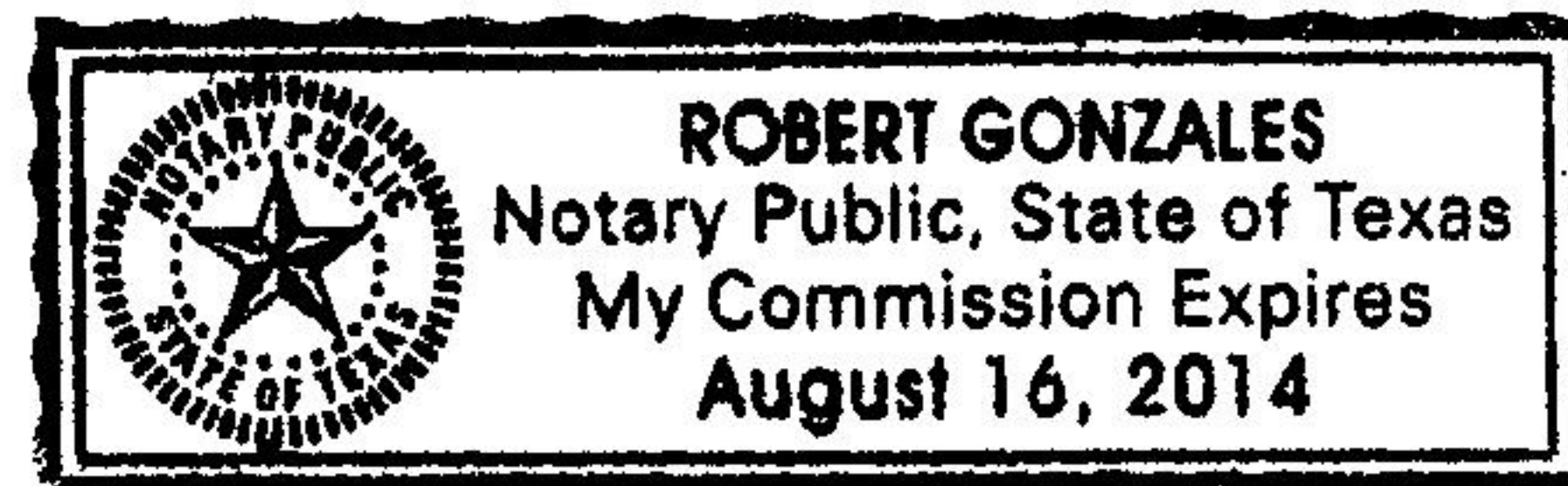
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 26th day of JUNE, 2014, by Jane Lenz, Director of Asbury Circle Townhomes Association, Inc., on behalf of said Texas non-profit corporation and for the purposes therein expressed and in the capacity therein stated.

Robert Gonzales

Notary Public, State of Texas



**FIRST AMENDMENT TO THE DECLARATION OF
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FOR ASBURY CIRCLE TOWNHOMES**

EXHIBIT A

Those tracts and parcels of real property located in the City of Addison, Dallas County, Texas and more particularly described as follows:

- *All real property subject to the Declaration of Covenants, Conditions and Restrictions for Asbury Circle Townhomes recorded under Instrument No. 20080098924 of the Official Public Records of Dallas County, Texas, including any supplements thereto and amendments thereof;*
- *All lots, tracts or parcels of real property set forth in Asbury Circle Addison, an Addition to the City of Addison, Dallas County, Texas, according to the Map/Plat recorded under Instrument No. 20080122455, of the Map/Plat Records, Dallas County, Texas; and*
- *Part of Les Lacs Plaza Subdivision and Skip Bailey Addition Lot 1 and Lot 2, Block A and Lot 4R-1 and Addison Town Center Lots 3A, 3B, 3C-1 and 5 according to the Map/Plat Records, Dallas County, Texas.*

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/27/2014 11:46:42 AM
\$46.00
201400161131**

