

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS CONDITIONS
AND
RESTRICTIONS FOR BENT TREE VILLAGE NO. 3

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS §

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BENT TREE VILLAGE NO. 3 ("Amendment") is made by the BTV NO. 3 HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation (the "Association") to be effective as of the date of recordation of this Amendment in the Deed Records of Dallas County, Texas.

WHEREAS, Bent Tree Joint Venture executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3, dated August 28, 1979, and recorded in Volume 79201, Page 1477, of the Deed Records of Dallas County, Texas; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated April 18, 1980, recorded in Volume 80082, Page 281, of the Deed Records of Dallas County, Texas; as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated May 15, 1989, recorded in Volume 89133, Page 803 *et seq.* of the Deed Records of Dallas County, Texas; as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated effective December 10, 2005, recorded under Clerk's File No. 200503618414 of the Official Public Records of Dallas County, Texas; and as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated effective October 21, 2022, recorded under Clerk's File No. 20221021000476 of the Official Public Records of Dallas County, Texas (as amended, the "Declaration"), regarding certain real properties more particularly described in the Declaration, reference to which is hereby made for all purposes.

WHEREAS, Article XIV of the Declaration provides in pertinent part as follows:

Section 2. Amendments. Notwithstanding Section 1 of this Article XIV, this Declaration may be amended and/or changed upon the consent of seventy percent (70%) of the members if amended and/or changed during the first thirty-five (35) year period of this Declaration, and thereafter with the consent of at least fifty-five percent (55%) of the Members.

WHEREAS, more than thirty-five (35) years have elapsed since adoption of the Declarations and only consent of fifty-five percent (55%) of the Members of the Association is required to amend and/or change the Declaration.

WHEREAS, the Declaration remains in full force and effect.

WHEREAS, the Association desires to amend the Declaration in certain respects.

WHEREAS, this Amendment has been voted upon and approved by a vote of fifty-five percent (55%) or more of votes allocated to the Members of the Association.

NOW THEREFORE the Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 is hereby amended as follows:

1. **ARTICLE IX. USE OF PROPERTIES AND LOTS – PROTECTIVE COVENANTS** Section 4. Temporary Structures and Vehicles is hereby amended to read in its entirety as follows:

Section 4. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. Any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, or camper shall, if brought within the Properties, be stored, placed or parked within the garage of the appropriate Lot Owner and concealed from view by other Lot Owners. The Board of Directors shall have the authority to adopt rules and regulations, including fines for violation thereof, in its sole discretion to carry out this provision.

2. **ARTICLE XI. Section 5. Parking Easements** is hereby amended to read in its entirety as follows:

Section 5. Parking Easements. Parking easements (described on Exhibit "A" to the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3) are for the use of temporary parking of conventional automobiles only for Lot Owner's, their family members, guests, tenants, and invitees. Outside contractors may also utilize the parking easements for automobiles and/or trucks while working in the immediate area, provided no overnight parking of such vehicles is permitted. Use of the parking easements by Lot Owners, their family members, guests, tenants and invitees is limited to parking of no more than three consecutive days within a month and five days total within a month unless the Board of Directors is given sufficient advance notice and approves a variance. The Board of Directors shall have the authority to adopt rules and regulations, including fines for violation thereof, and to grant variances in its sole discretion to carry out this provision.

Except as amended hereby, all terms and conditions of the Declaration are and remain in full force and effect as therein written. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control. Capitalized terms which are used herein but not defined have the same meaning given to such terms in the Declaration.

IN WITNESS WHEREOF, the Board of Directors of the BTV NO. 3 HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation has caused this Fifth Amendment to the Amended and Restated Declaration of Covenants, Conditions for Bent Tree Village No. 3 to be effective as of the day of filing with the Dallas County Clerk's Office.

EXECUTED this 29th day of April, 2024.

BTV NO. 3 HOMEOWNERS' ASSOCIATION,
a Texas non-profit corporation

By: *Barry L Stockdale*

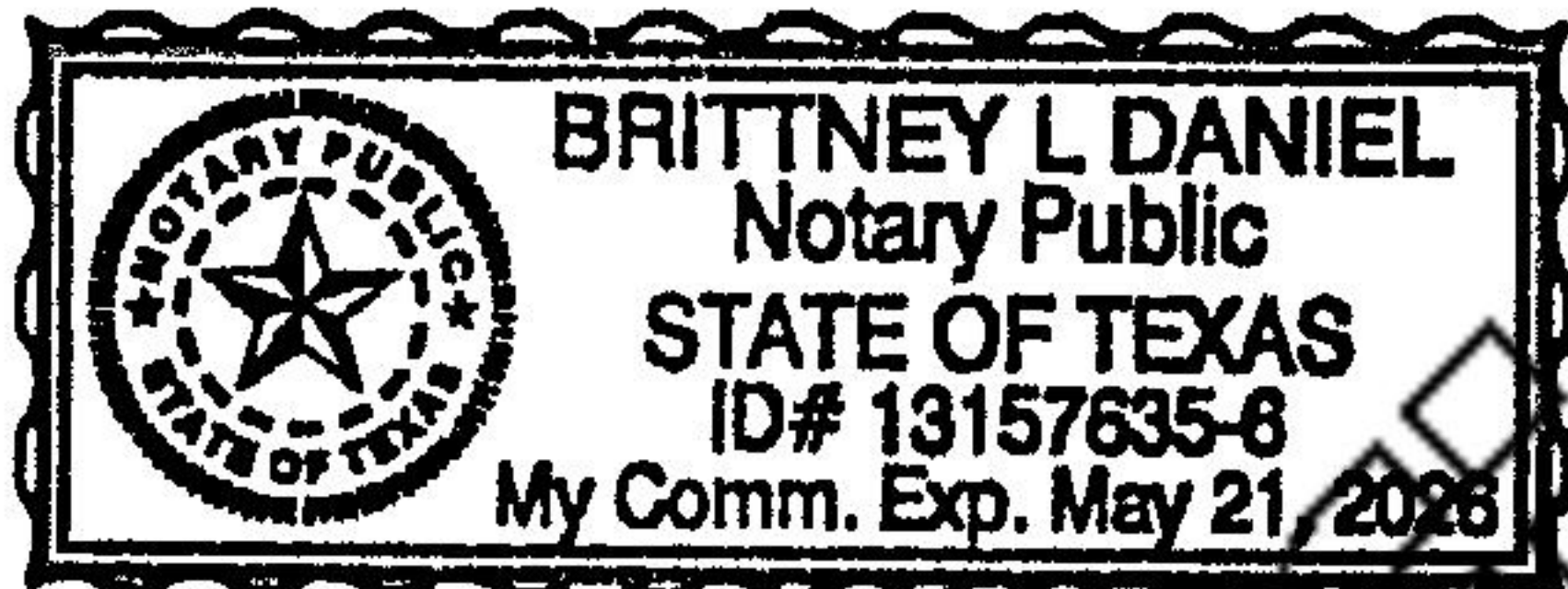
Name: Barry L Stockdale

Title: President BTV III HOA

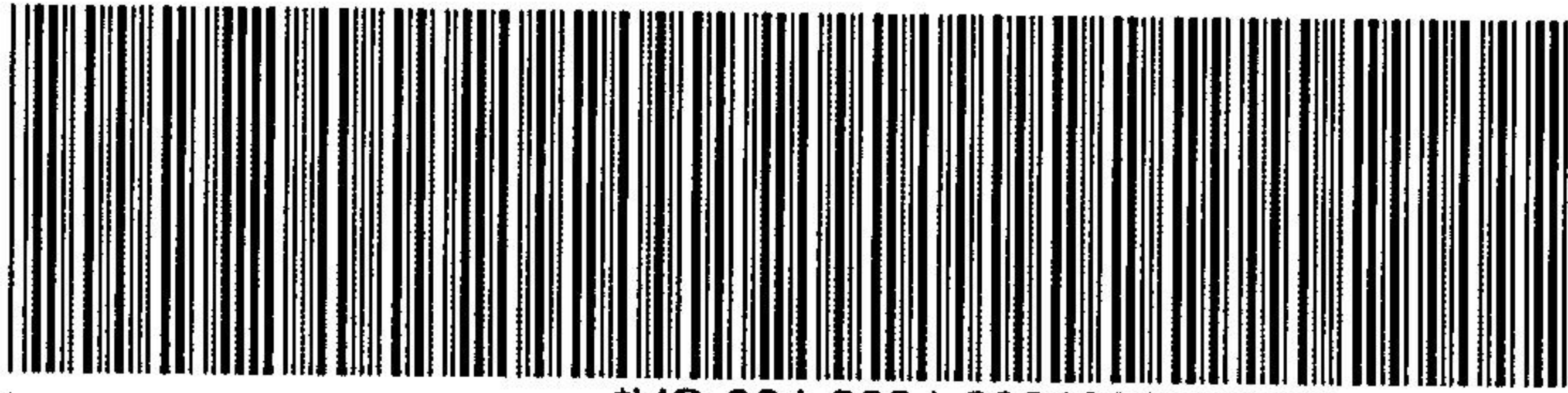
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29th day of April, 2024, by Barry,
Stockdale, authorized representative of BTV NO. 3 HOMEOWNERS' ASSOCIATION, a Texas non-profit
corporation, on behalf of said corporation.



Brittney L Daniel
Notary Public - State of Texas



VG-364-2024-202400085082

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202400085082

Real Property Recordings

Recorded On: April 29, 2024 02:33 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$33.00

***** 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:

Document Number: 202400085082
Receipt Number: 20240429000933
Recorded Date/Time: April 29, 2024 02:33 PM
User: Kathleen M
Station: Cc140

Record and Return To:

GEARY, PORTER AND DONOVAN
16475 DALLAS PARKWAY STE 400
ADDISON TX 75001



**STATE OF TEXAS
Dallas County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Dallas County, Texas

John F. Warren
Dallas County Clerk
Dallas County, TX