

**SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR ENCLAVE AT WILSHIRE PARK
[Welcome Package]**

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

THIS SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR ENCLAVE AT WILSHIRE PARK (this "Supplement") is made this 5TH day of JANUARY, 2017, by Enclave at Wilshire Park Homeowners' Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Enclave at Wilshire Park, LTD ("Declarant") recorded the Declaration of Covenants, Conditions, and Restrictions for Enclave at Wilshire park on or about September 5, 2007, as Instrument No. D207314645 of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage and govern the community association established by the Declaration, which association is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, on or about September 21, 2007, and December 15, 2011, the Association filed Certificates for Recordation of Dedicatory Instrument of Enclave at Wilshire Park as Instrument Nos. D207338433 and D211302774 of the Tarrant County Real Property Records; and

WHEREAS, on or about December 22, 2015, the Association filed a Notice of Filing of Dedicatory Instruments as Instrument No. D215284510 of the Tarrant County Real Property Records; and

WHEREAS, the Association desires to record the Welcome Package, attached hereto as **Exhibit "A"** in the Real Property Records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

Exhibit "A"

A-1 Welcome Package

Unofficial Copy

Enclave at Wilshire Park Homeowners Association
RESIDENT MANUAL WITH RULES AND REGULATIONS

The purpose of this manual is to provide a **summary** reference of Rules and Regulations specified in the Enclave at Wilshire Park Homeowners' Association, Inc., Governing Documents filed with the State and County.

This manual is not intended to replace or interpret the Governing Documents, but simply provide a ready reference for some pertinent information in the Governing Documents. The actual Governing Documents prevail in any inadvertent conflict between them and this document. Owners may obtain copies of Governing Documents by contacting the management company or by going online at www.excelam.com and selecting Enclave at Wilshire Park.

All owners and their tenants/guests are obligated to abide by all Governing Documents, including those described in this document. Owners that lease their home are responsible for providing their tenant with copies of the Governing Documents, as well as providing a completed Owner & Resident Information Form to the management company. Owners will be held liable for all violations, whether made themselves or by their tenants/guests.

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PERTINENT DEFINITIONS

BOARD OF DIRECTORS means the governing body of the Association (also known as the Board).

COMMON ASSESSMENT means the charge against each home owner and his/her home, representing a portion of the total costs to the Association for maintaining, improving, repairing, replacing, managing and operating the property, which are to be paid uniformly and equally by each home owner of the Association, as provided in the Declaration and Master Deed.

HOMEOWNERS' ASSOCIATION means Enclave at Wilshire Park Homeowners' Association, A Texas not-for-profit corporation, membership of which shall be composed of all the Owners of the Association according to the By-Laws.

DECLARATION means the Declaration of Covenants, Conditions and Restrictions (CC&Rs) duly recorded in the Condominium records of Tarrant County, Texas, on September 21, 2007.

GENERAL COMMON ELEMENTS means a part of the Common Elements and include:

1. The main drive through gate and back gate;
2. The pedestrian gates;
3. Perimeter masonry walls of the community;
4. All landscaping, located on common areas not deeded to an individual home;
5. All roadways, utilities, and infrastructure.

OWNER means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, or has title to one (1) or more homes in the Association.

SPECIAL ASSESSMENT means that, in addition to the Common Assessment, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for construction, reconstruction, major repair or replacement or to pay for unplanned contingencies.

The Association shall have the authority to establish and fix a special assessment upon any home to secure the liability of the Owner of such home to the Association for any breach by such Owner of any of the provisions of the Declaration, By-Laws, Rules and Regulations, which would require an expenditure by the Association for repair or remedy.

ADMINISTRATION OF ASSOCIATION BUSINESS

BOARD OF DIRECTORS: The business of the Association is conducted by the Board of Directors at regular and special meetings. Frequency of the meetings is determined by the Board of Directors each year concurrently with the Annual Owners Meeting. The Board consists of not less than three (3) members from the community.

MEMBERSHIP: Any person, upon becoming the Owner of a home shall automatically become a Member of the Association, and shall remain a Member until such time as his ownership of the home ceases.

VOTING RIGHTS: Home ownership shall entitle the Owner(s) to cast one (1) vote per home in the affairs of the Association.

MAJORITY OWNERS: A meeting which a majority of its members are present or by the unanimous written consent of its members without a meeting.

PROXY: Votes may be cast in person or by written proxy, provided the proxy is filed with the Secretary of the Association (or management company) before the appointed time of the meeting. An owner may designate a proxy voter in the same manner.

ANNUAL MEETING: The Annual Meeting is held annually at a place directed by the Board on the second Tuesday of September, beginning at 7:30 p.m., unless otherwise noted.

SPECIAL MEETING: Special meetings of members shall be called by the President upon written request by Board Members or by written request from one quarter of the voting Members of the Association.

NOTICE OF MEETING: Notice of Annual or Special Meetings must be mailed to Owners at least ten (10) days, but not more than fifty (50) days prior to the meeting. The exception to that is when the community is to vote on an increase of assessments or Special Assessment, at which time notice shall be not less than ten (10) days, but not more than twenty (20) days.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS: The Board of Directors is required by the Declaration for the administration of the affairs of the Association, enforcement of rules, and for the operation and maintenance of a residential Project.

ARCHITECTURAL CONTROL

Responsibility

Architectural integrity of the Enclave at Wilshire Park Homeowners' Association is the responsibility of the Board of Directors. Protective restrictions are in effect to help maintain the appearance and value of the community.

Alterations

Owners interested in making alterations to the exterior of their home must receive **advanced written authorization** from the Board of Directors. The procedure is as follows:

1. Submit a written request to the Management Company for review by the Architectural Committee. The request must outline the desired changes, including (where applicable) architectural plans, photographs, and so forth.
2. If requested by the Committee or Board, meet to discuss the proposed changes.

This process is intended to protect the architectural integrity of the Enclave at Wilshire Park Homeowners' Association and not to limit or stifle the creative desires of the Owners. Each project submitted will be reviewed to ensure architectural harmony with the community.

Changes made **without prior** written approval are subject to fine and possible restoration of the area to its original condition **at the Owner's expense**.

ASSESSMENTS

Determination of Monthly Assessments

Assessments are determined by the Board of Directors in accordance with the Declaration for the Enclave at Wilshire Park Homeowners' Association. The process usually starts at the end of August with a DRAFT put together using current contractual costs and estimates of items thought to be needed in the coming fiscal year. Once the Board approves a budget, an Assessment letter is mailed to every owner around December 1st to advise owners of the assessment rate for the coming fiscal year. Financials are reviewed monthly by the Board to watch for anomalies and help keep the budget in tact as much as possible.

Collection of Monthly Assessment

The Board of Directors has contracted with the Management Company to collect all monthly assessments, special assessments (if any required or levied), and fines and other monies owed to the Association in conjunction with the terms set forth in the Association's Declaration. Additionally, should the need arise, the Board has contracted with an attorney to pursue collections for stronger measures as determined by the Board.

The following procedures will be used for collections:

1. Semi-Annual Assessments will be due by the first (1st) day of January and July each year.
2. There will be a \$25.00 late charge on all assessments received after the 30th of the month the assessment is due.
3. The Association and its agents are authorized to use standard collection procedures to collect all past due assessments, fines, and other monies owed to the Association.

In accordance with the Declaration, the Board of Directors has authorized the Management Company to initiate (when appropriate and after Board approval) legal action (i.e., property liens) on those who are delinquent in paying their monthly and/or special assessments, fines and other monies owed to the Association when the account is six (6) months delinquent. **Non-payment/collection may result in FORECLOSURE of the owner's property.**

Fines and Penalties

The Management Company is instructed by the Board of Directors to administer the billing and collection of assessments by following these guidelines without further Board action through the foreclosure posting when the account is at least six months delinquent and other legal remedies have failed. Delinquent accounts are reviewed monthly and discussed with the Board. The Board may, at its discretion, instruct the Management Company to make exceptions to these rules if the situation is warranted as determined by the Board.

Assessments are due on the first day of January and July annually. Assessments include annual and special assessments, interest costs, attorney fees, and other such fees charged against the account. Payments received by the Management Company on or before the (30th) of the month it is due will be considered current and no penalties will be imposed. References below to “days past due” are counted from the first day of the month that the assessments were originally owed.

31 days past due: Penalties are charged and a past due notice is sent by the Management Company. Currently these charges are \$35 (charged back to the Homeowner).

60 days of delinquency (including any and all charges): Final Demand Letter is sent by management stating the condition of the account and advising the Board has the right to turn the account over to legal counsel for collections at any point. Current cost is approximately \$41.00 each month not turned over to the attorney (charged back to the Homeowner).

90 days or more of delinquency (including any and all charges): Demand letter is sent by legal counsel stating the condition of the account. Current legal cost is approximately \$90.00 (charged back to the Homeowner).

Continued debt: A lien of delinquent dues and fees are posted by an attorney upon approval by the Board of Directors. Approximate current legal costs (charged back to the Homeowner):

\$150.00	Title Search and Demand Letter
\$270.00	Lien
\$150.00	Pre-Foreclosure Letter
\$150.00	Last Chance Letter

Foreclosure proceedings will be implemented by an attorney upon approval by the Board of Directors. All legal fees will be charged back to the Homeowner. Attorney fees escalate with communications to the owner/debtor. Current Estimated Costs: \$2,200.00.

All costs incurred by the Association in pursuing collections of delinquent accounts will be billed back to the Owner in accordance with the Declaration, By-Laws and other Governing Documents of the Association.

Please note: Late fees continue to accrue during this time. YOU can STOP the fees at any time by entering into a Payment Plan and then sticking to the payments.

All monies received by the Association will be applied to amounts outstanding in the following order:

1. “Fines” assessed for Community Policy Violations
2. “Attorney fees and any actual costs” incurred by the Association on behalf of the Homeowner

3. Late fees (prior month, then current)
4. Delinquent special assessment
5. Delinquent monthly dues
6. Current monthly dues
7. Current special assessments

Unofficial Copy

DAMAGES AND FINES TO OWNER

Before Enclave at Wilshire Park Homeowners' Association charges any Owner for property damage for which the Owner is suspected of being liable, or levy a fine for violation of the Declaration, By-Laws, or Rules and Regulations, the Association will give the Owner written notice that:

1. Describes the violation of property damage and states the amount of the proposed fines or damage charge.
2. States that no later than the 30th day after the date of the notice the Owner may request a hearing before the Board to contest the fine or damage; and
3. Allow the Owner a reasonable time by a specified date to correct the violation and avoid the fine(s) unless the Owner was given Notice and a reasonable opportunity to correct a similar violation within the preceding twelve (12) months.

EXAMPLE

1. Letter from Management Company describing the violation or property damage that states the amount of the proposed fine of \$50.00 due in thirty days or damage charges (actual \$ amount).
2. Owner has 30 days to correct the violation and avoid the fine or Owner may request a hearing before the Board to contest the fine or damage charge.
3. After 30 days (1st occurrence) Owner is fined \$50.00.
4. After another 30 days (2nd occurrence) Owner is fined \$100.00 more.
5. After another 30 days (3rd occurrence) Owner is fined \$150.00 more.
6. After another 30 days (4th occurrence) Owner is fined \$200.00 more.
7. After another 30 days (5th occurrence) a lien is placed on the Owner's unit.

NOTE: All legal costs associated with fine(s) or property damage assessment(s) are charged back to the account of the involved Owner.

EMERGENCIES

Enclave at Wilshire Park Homeowners' Association is managed by a professional management company selected by the Board of Directors. Since it is the Board's desire to provide the highest quality living environment possible for the residents, changes in management may become necessary from time to time. Owners residing away from the Enclave at Wilshire Park Homeowners' Association complex will be advised by mail all information concerning the current Management Company.

The telephone number for **true** after-hours common area maintenance emergencies is listed below. The Management Company's on-call personnel should respond in a timely manner. Non-responses or slow responses should be reported to the Board of Directors so better service can be provided.

KEY PHONE NUMBERS

FIRE, POLICE OR MEDIAL EMERGENCY	911
NON-EMERGENCY EULESS POLICE	817-685-1500
EXCEL ASSOCIATION MANAGEMENT	972-881-7488
ANIMAL CONTROL	817-685-1594

******* *If the electricity goes out, please contact your electrical company.***

GENERAL RULES AND USE RESTRICTIONS

Please Note: Any changes to the original builder approved exterior of the home (elevation) must be approved by the Architectural Committee **BEFORE any work begins.**

Animals and Pets

1. No animals, livestock, or poultry of any kind may be raised, bred, or kept on the Property and in the house except that dogs, cats, or other traditionally accepted pets may be kept as household pets but not bred for commercial purposes.
2. Animals may not be left unattended in the yard while the owner is away.
3. The maximum number of pets allowed per unit is four, with the exception of fish.
4. Breed restrictions: The Enclave at Wilshire Park follows the breed restrictions of the City of Euless and Tarrant County.
5. Pets must be kept on a leash at all times when outside, with the exception of the owner's fenced yard. Any pet not on a leash and/or not under control will subject the owner to a fine. Fines for subsequent violations will be doubled.
6. Pet owners are responsible for the immediate removal of excrement that their pets leave on any property. Owners are required to clean up after their pets. Any Owner who violates this policy is subject to a fine to be determined by the Board of Directors. Fines for subsequent violations will be doubled.
7. All animals must be properly registered, tagged for identification, and up to date on vaccinations in accordance with local ordinances.

Basketball Goals

1. Basketball goals may NOT be affixed to the home or cemented into the ground.
2. Basketball goals must be portable and kept in the back yard at least 10 feet from the property line or on the side of driveway with authorization from the Board.
3. Basketball goals must be in good working order and attractive in condition as determined by the Board or removed from the property.

Behavior

Disorderly conduct (i.e., any conduct that disturbs the quiet enjoyment of the property by others) is not permitted and is subject to fine for each violation, as determined by the Board of Directors.

Fences

1. Any changes to the original location or material must be approved by the Architectural Committee prior to any work beginning.
2. Wood fences shall be stained with Ready Seal Medium Brown color. Fences may NOT be painted.
3. Height may not exceed six (6) feet, except along Wilshire Lake/Park, which shall be four (4) feet high.
4. All maintenance, upkeep and repairs of fencing, whether wood, masonry, or wrought iron, shall be the responsibility of the homeowner on the property the fence is located. If separating two properties, the two owners shall share the responsibility.

Garage, Yard, and Estates Sales

Garage Sales, Yard Sales or Estate Sales are not allowed on the property.

Mailboxes

Mailboxes shall be uniform and constructed of a material and design approved by the Board.

Miscellaneous

1. No air conditioning apparatus may be installed on the ground in front of a home or in the window or side of a home.
2. No evaporative coolers are permitted without Board authorization.
3. Antennas must be approved PRIOR to installation unless installed in the attic so as not to be visible.
4. No outdoor clotheslines are permitted because the drying of items outdoors is prohibited unless completely screened from public view.
5. No outdoor burning permitted except grilling on generally accepted grills.
6. Owners are to promptly (within 30 days or whatever timeline provided by Board/management) replace dead plants as deemed dead by the Board/management.

Nuisances

No offensive activity (as defined by the Board) shall be carried on upon any Lot that may be or become an annoyance or nuisance to the community or other community members.

Painting

1. Exterior painting of homes must have written approval from the Architectural Committee if the color is to be changed.
2. All homes must be painted using a color palette that is consistent with the rest of the homes in the Enclave at Wilshire Park community as determined solely by the Board of Directors.

Parking, Automobiles and Parking Lot

1. Parking shall be in the garage or driveway of the owner. One vehicle may be parked in front of the home of the person the driver is visiting. Overflow parking is available at the end of the streets.
2. Large commercial and recreational vehicles, boats, trailers, etc., cannot be parked on the premises. The Board of Directors may grant temporary passes for recreational vehicles, boats, trailers, etc., for a brief period. Otherwise the vehicle is subject to tow at the owner's expense.
3. The following vehicles may also not be kept on the property: vehicles with expired tags; inoperable or stored vehicles; and vehicles that may cause damage to any of the streets. These vehicles may be towed at the owner's expense.
4. Vehicular repairs are not permitted on property unless conducted within the enclosed garage of the home owner.

Pergolas, Gazebos, Patio Covers and Arbors

1. The roof line may not start above or exceed the existing home's roof line in height.
2. The structure cannot be visible from any street unless approved by the Board.
3. The structure must be painted to match the home or stained to match the fence.
4. If shingled, the shingles must match the roof of the existing home.

Play Structures

1. Owners must first obtain authorization for the structure if it will be seen over the fence line.
2. Play structures cannot exceed 12 feet in height.
3. Play structures must be maintained in an attractive manner as determined by the Board or removed from the property.

Rentals

1. Homes may not be rented for transient or hotel purposes, which are defined as rental for a period of less than ninety (90) days. Nor shall a portion thereof be rented or leased. **Every lease shall be in writing, and a copy of such leases, when executed, shall be furnished to the Board of Directors.** Every such lease shall provide that the lessee shall be bound and subject to all the obligations of the Home Owner making the lease.
2. Each owner shall be responsible for turning in an Owner Information Form, which includes the names and ages of each tenant, as well as pet information and vehicle information.
3. Each owner shall be responsible for the actions and inactions of their tenants and guests.

ALL HOMEOWNERS THAT RENT THEIR HOMES ARE REQUIRED TO FURNISH THE NEW OCCUPANT A COPY OF THE RULES AND REGULATIONS AND ALL GOVERNING DOCUMENTS.

Satellite Dishes

Satellite Dishes are permitted. The Board requests they be installed toward the rear of the home, as low and unobtrusively as possibly, without interfering with the signal. Securing the wires to the home is required.

Signs

The only signs permitted on any Lot are For Sale/Lease Signs and Political Signs as below:

1. Only one (1) For Sale/For Lease sign is permitted per Lot.
2. The For Sale/For Lease sign cannot exceed 2 feet by 3 feet in area and cannot exceed stand more than three feet above the ground.
3. Political Signs may be placed on an Owner's Lot not more than 90 days before an election and must be removed within 15 days after the election.

Trash Cans

1. Trash cans and trash bags (etc.) are to be stored in the garage, on the side of the house, or in the back yard, behind the fence on non-trash collection days.
2. Trash collection days are currently Monday and Thursday, with recycling picked up Thursdays.
3. Trash can be taken to the curb at 7:00 p.m. the night before collection and cans must be returned to their normal resting place by the end of collection day.

4. Recycling must be in blue bags or the City provided recycling container. This includes cardboard boxes.

Unofficial Copy

KEY DATES

Semi-Annual Assessments

Due 1st day of January and July; past due after the 30th day. Fine enforced.

Association Fiscal year

January 1st through December 31st

Homeowners Association Board Meetings

The Board meets as needed throughout the year. Notice is sent to all owners that have signed up on the community website: www.excelam.com/EnclaveatWilshirePark. Notice is also posted to that website.

Annual Meeting

There is an Annual Meeting, generally held the second Tuesday of September. Notice for this meeting is sent to every owner of record, according to the address each owner has provided either via deed or other written documentation to management and is sent via first class mail at least 10 days prior to the meeting.

Trash Removal Days

Monday and Thursday with recycling on Thursday.

Unofficial Copy

Enclave at Wilshire Park Homeowners' Association, Inc.

ARCHITECTURAL ALTERATION/CHANGE REQUEST

ADDRESS: _____ TELEPHONE #: _____

SUBMITTED BY: _____

DESCRIPTION OF PROPOSED ALTERATION/CHANGE:

PROPOSED LOCATION: _____ PROPOSED GRADE: _____
PROPOSED ELEVATION/SHAPE/DIMENSIONS/EXTERIOR COLOR PLANS: _____

TYPE & COLOR OF MATERIAL USED: _____

PLANS ATTACHED: YES _____ NO _____

DATE SUBMITTED: _____ DATE WORK TO BEGIN: _____

EST. COMPLETION TIME: _____

SUBMIT THIS FORM TO:
EXCEL ASSOCIATION MANAGEMENT, INC.,
P.O. BOX 941169, PLANO, TX. 75094-1169 (972) 881-7488 FAX--(972)578-2801
EXCEL will then forward this form to the ACC Committee for their review. Anticipated time of response is 10-14 days.

ARCHITECTURAL CONTROL COMMITTEE USE:

APPROVED _____

DISAPPROVED _____
AN OWNER MAY FILE AN APPEAL BY NOTIFYING THE MGMT. CO.
OR CHAIRMAN OF THE ACC IN WRITING WITHIN 30 DAYS RECEIPT
OF THIS RULING BY THE ACC.

COMMENTS: _____

BY: _____ DATE: _____

Enclave at Wilshire Park Homeowners' Association, Inc.

OWNER & RESIDENT INFORMATION FORM

Return to: Excel Association Management – P.O. Box 941169, Plano, TX 75094

E-Mail: tmartin@excelam.com FAX: 972-578-2801

Please complete this form and return to Excel Association Management via mail or by fax at the address above.



*Date: _____, 2016

*ADDRESS: _____
Eules, Texas 76040

*Mailing Address if Different from Property Address:

OWNER INFORMATION:

*Owner Name(s): _____

*HOME PHONE NUMBER: _____

*WORK NUMBER(S): _____

CELL NUMBER(S): _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT NAME: _____

PHONE #: _____

***TENANT INFORMATION:** (If different from Owner) Information is required on **ALL** persons occupying the Unit. Use Extra Page if Necessary. Copy of Lease is required to be submitted to the Association.

*NAME(S): _____

*TELEPHONE NUMBERS: _____

*MANAGING AGENT INFORMATION IF HOME IS LEASED:

*VEHICLE MAKE AND MODEL: _____

Resident Agreement:

As a resident of Enclave at Wilshire Park Homeowners' Association, I acknowledge that I have received a copy of the Rules and Regulations for Enclave at Wilshire Park, and I agree to abide by these rules and regulations for the duration of my residency. I further understand that I can and will be fined for any rules violations.

Resident's Signature

Date

Resident's Signature

Date

Unofficial Copy

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

ENCLAVE AT WILSHIRE PARK HOA
POB 941169
PLANO, TX 75094

Submitter: ENCLAVE AT WILSHIRE PARK
HOA

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 5/1/2017 10:58 AM

Instrument #: D217095445

OPR

23

PGS

\$100.00

By: _____

Mary Louise Garcia

D217095445

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.