

**SECOND AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ENCLAVE AT WILSHIRE PARK**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Enclave at Wilshire Park ("Second Amendment") is executed as of the date listed in the signature block below by Enclave at Wilshire Park Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") and Enclave at Wilshire Park, Ltd., a Texas limited partnership ("Declarant"),

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Enclave at Wilshire Park ("Declaration") which, when filed for record on July 5, 2007, as Instrument No. D207314645 in the Real Property Records of Tarrant County, Texas, imposed upon the Property described in the Declaration certain covenants, conditions and restrictions under a general plan for development for the benefit of the owners of the Property or any part thereof; and

WHEREAS, an Amendment to the Declaration of Covenants, Conditions and Restrictions for Enclave at Wilshire Park dated September 21, 2007, was recorded of the same day as Instrument No. D207338404 in the Real Property Records of Tarrant County, Texas; and

WHEREAS, the parties hereto desire to make this Second Amendment to the Declaration pursuant to the requirements set forth in Section 9.4 of the Declaration which requirements have been satisfied;

AMENDMENTS

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 9.1 of the Declaration which currently reads as follows:

"9.1 EASEMENTS. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as shown on the Subdivision Plat and Planned Subdivision Exhibit. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the Lot property lines to the residences located thereon. Declarant reserves the right to make changes in and additions to the above easements for the purpose of the most efficient and economical installation of such improvements. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non prevailing party."

is hereby amended to read:

"9.1 EASEMENTS. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as shown on the Subdivision Plat and Planned Subdivision Exhibit. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the Lot property lines to the residences located thereon. Declarant reserves the right to make changes in and additions to the above easements for the purpose of the most efficient and economical installation of such improvements. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non prevailing party.

9.1(a) Nonexclusive Easements. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Lot and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to perform its obligations under this Declaration.

9.1(b) Third Party Easements. The Association may grant third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to a Lot, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Lot.

9.1(c) Maintenance Easements. Each Owner by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association and to Owners of the Lots that adjoin their Lot ("**Adjoining Owners**"), an easement of access and entry over, under and across the Lot as is reasonably necessary for the Adjoining Owner to construct, maintain, or replace improvements situated on their Adjoining Lot and for the purpose of performing permitted or required maintenance to such improvements, utilities or cable facilities or lines, or the General Common areas. "**Maintenance**" as used herein shall include not only physical maintenance of improvements but any other normal and necessary service to the zero side of a Lot such as pest control services. The above referenced activities, or any one or more thereof, are hereafter referred as the "**Work**". The Owner of the Lot abutting the zero lot line of the Adjoining Owner is called the "**Abutting Owner**".) If an Adjoining Owner has a reasonable need for access to the zero side of his Lot he must give the Abutting Owner written notice, which may be given by email, facsimile, or hand delivery, 72 hours prior to the time when he or workers under his direction propose to enter the abutting Lot (except in the event of an emergency, in which case notice may be oral and entry immediate). The notice shall state the time of proposed entry, nature of the Work to be done, and estimated time for completion. The

time of entry should be at a reasonable hour and not calculated to cause disturbance to the Abutting Owner's enjoyment of his Property. Moreover the Adjoining Owner and his workers shall exercise reasonable care in performing the Work to avoid damage to the Abutting Owner's property, real or personal. The Adjoining Owner shall be liable for any damage caused by his or his workers negligence in performing the Work. If a dispute should arise between the Adjoining Owner and the Abutting Owner as to the time, nature, or manner of the Work then the Board of Directors of the Association shall hear the matter and determine whether, when, and how the Work shall be conducted. The decision of the Board shall be final and binding on both the Adjoining Owner and the Abutting Owner. In addition to the right of Adjoining Owners to access to the abutting Lots, all Owners are required to run their sprinkler systems sufficiently to keep all sides of their improvements as well as the zero side of the Adjoining Owner's Lot watered to the extent that consistent water absorption may prevent potential foundation problems.

9.1(d) Easements for Encroachments. None of the rights and obligations of the Owners created in this Declaration or by the deeds conveying the Lots shall be altered in any way by encroachments due to original construction, reconstruction, repair, settlement or shifting of structures or any other cause. There shall be valid irrevocable and perpetual easements for the encroachment and for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

9.1(e) Easements for Ingress and Egress. Subject to entry gates, a perpetual easement for purposes of free and unimpeded ingress and egress (1) to and from the public streets and each and all Residence, and (2) to and from each Residence, and every other Residence, is hereby reserved for the benefit and use of the Declarant, the Association, the Owners, and the guests, tenants, invitees, employees, agents and/or contractors of each. This easement for ingress and egress shall also be for the benefit of and may be used by any and all police, fire, ambulance and other similar law enforcement and emergency personnel.

9.1(f) Restricted Access. All entrances and exits to and from the private streets or permanent access easements in the Property to public streets may, at all times be restricted by use of an electronic gate or other means (the "Gate"). Owners will be given an access device or code to operate the Gate upon such terms reasonably acceptable to the Association. An Owner may receive no more than one (1) device per occupant vehicle owned and will promptly return the device(s) to the Association upon the occupant no longer occupying a Residence."

2. All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions of the Declaration as previously

amended which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to the Declaration is hereby executed by Declarant to evidence its consent hereto, and by the Association, by and through its Secretary, to evidence the vote of Members of the Association, and is executed effective as of the 17th day of August, 2009.

ASSOCIATION:

ENCLAVE AT WILSHIRE PARK HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation

By: [Signature]
Name: Jill Rutnerford
Title: Secretary

DECLARANT:

ENCLAVE AT WILSHIRE PARK, LTD, a Texas limited partnership

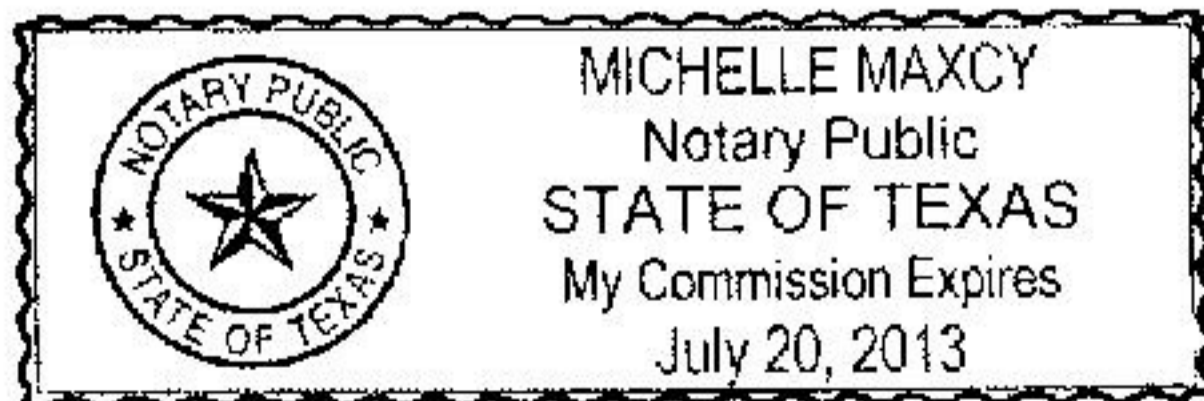
By: JFD Operating Inc., a Texas corporation, General Partner

By: [Signature]
John F. Dickerson
President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of August 2009, by Jill Rutnerford, Secretary of ENCLAVE AT WILSHIRE PARK HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas



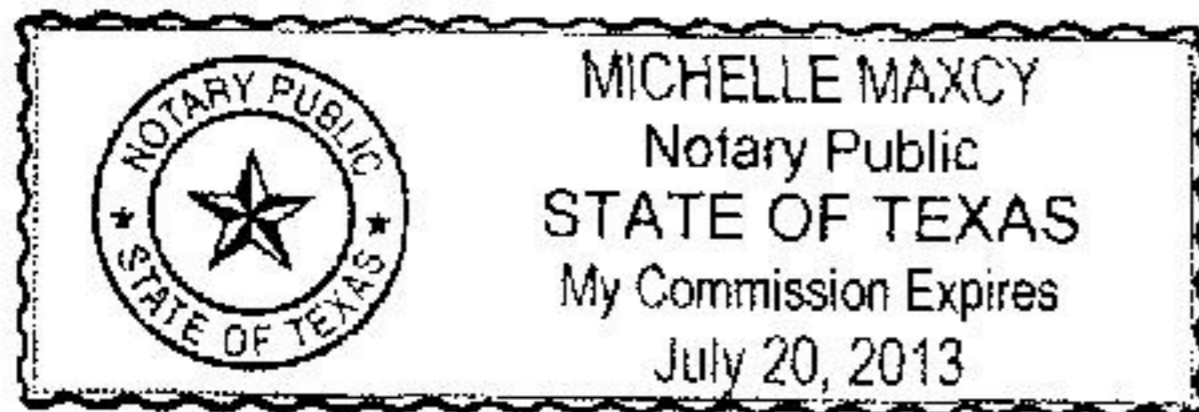
THE STATE OF TEXAS

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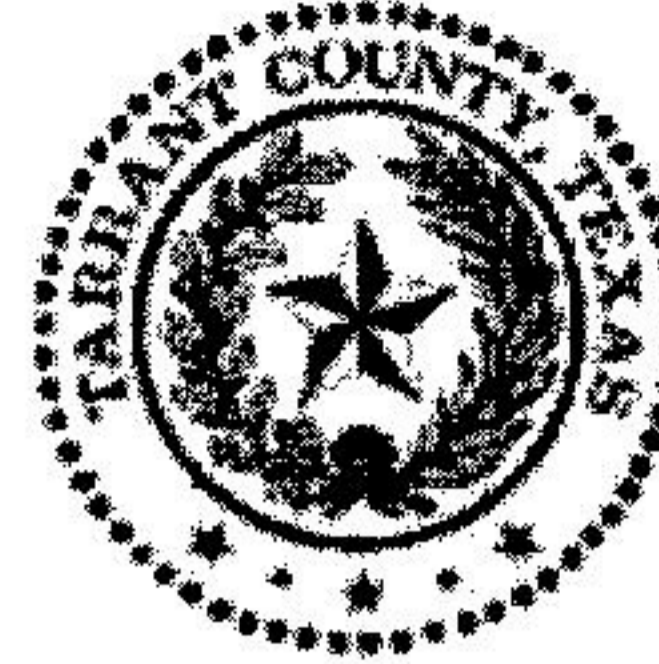
COUNTY OF DALLAS

This instrument was acknowledged before me on the 6th day of August, 2009, by John F. Dickerson, President of JFD OPERATING, INC., a Texas corporation, general partner of ENCLAVE AT WILSHIRE PARK, LTD., a Texas limited partnership, on behalf of said corporation and limited partnership.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Hank Dickerson Company
8333 Douglas Avenue, Suite 1300, LB72
Dallas, TX 75225



HANK DICKERSON COMPANY
8333 DOUGLAS AVE, STE 1300, LB72

DALLAS TX 75225

Submitter: ENCLAVE AT WILSHIRE PARK LTD

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/07/2009 12:42 PM
Instrument #: D209211400
OPR 6 PGS \$32.00

By: _____



D209211400

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.

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