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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STONEY CREEK GATED COMMUNITY**

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

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEY CREEK GATED COMMUNITY (this "First Amendment") is made this 26th day of May, 2010, by **STONEY CREEK GATED COMMUNITY HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Douglas Properties/Development, Inc. ("Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Stoney Creek Gated Community (the "Declaration") made and effective as of the 5th day of December, 2006, and recorded on or about December 20, 2006 as Instrument No. 200600469810 of the Deed Records of Dallas County, Texas; and

WHEREAS, Article X, Section 2 of the Declaration allows the Declaration to be amended by an instrument signed by Owners constituting not less than seventy-four percent (74%) of the total votes, in the aggregate, of the Association; and

WHEREAS, Article X, Section 5 of the Declaration requires certain amendments to the Declaration to be approved in writing by at least seventy-four percent (74%) of the mortgagees; and

WHEREAS, Owners representing at least seventy-four percent (74%) of the total votes, in the aggregate, of the Association have signed and consented to the following amendment to the Declaration, and at least seventy-four percent (74%) of the mortgagees have consented in writing to the following amendments to Article II, Sections 2 and 4.

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

Article II, Section 2 of the Declaration is deleted in its entirety and replaced with the following:

Funding. Subject to the terms of this Declaration, Declarant, for each Affected Lot owned by Declarant, hereby covenants to pay (but only to the extent a Unit owned by Declarant is completed on such Affected Lot or a certificate of occupancy is issued with respect to a Unit on such Affected Lot as set forth in Section 3 below), and each Owner of any Affected Lot by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, covenants and agrees to pay (as a portion of the consideration and purchase money paid by each such Owner for such Affected Lot) to the Association: (i) Annual Maintenance Assessments (hereinafter defined), (ii) Initiation Assessments (as hereinafter defined), and (iii) Special Maintenance Assessments (as hereinafter defined), such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. To the maximum extent permitted by applicable law, the Annual Maintenance Assessments, Initiation Assessments, and Special Maintenance Assessments, together with costs, late charges and reasonable attorney's fees, shall be a charge on the land and shall run with the land and be a continuing lien upon the Affected Lot against which each such assessment is made. Each such assessment, together with costs, late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Affected Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

To the extent that any other provision of this Declaration or the Bylaws conflicts with this provision, this provision shall control.

Article II, Section 4 of the Declaration is deleted in its entirety and replaced with the following:

Non-payment of Assessments; Remedies of the Association. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions. The Association may bring an action at law against the Owner personally obligated to pay the assessments, together with costs, late charges and reasonable attorney's fees, and/or to the extent not otherwise prohibited by the Texas Property Code, foreclose the lien retained herein against the Affected Lot, in accordance with the terms and provisions of: (1) Section 51.002 of the Texas Property Code, as amended, and (ii) Chapter 209 of the Texas Property Code, as amended. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, abandonment of his or her Affected Lot, or for any other reason.

Article VIII, Section 13 of the Declaration is amended by adding the following to the end of the section:


Wood fences may either be natural wood without stain or natural wood with a clear stain. The clear stain must be transparent enough for the grain and texture of the wood to show through. If stained a color, the stain must be transparent enough for the grain and texture of the wood to show through and be of a natural wood color.

Except as modified herein, the Declaration shall remain in full force and effect.

WHEREAS, in affixing their respective signatures to Exhibit "A" hereto, the Owners have demonstrated their individual consent to the aforesaid amendment.

IN WITNESS WHEREOF, a duly authorized officer of the Association has executed this Second Amendment as of the date first written above.

STONEY CREEK GATED COMMUNITY HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: 
Name: Samuel L. Wyse, III
Title: President

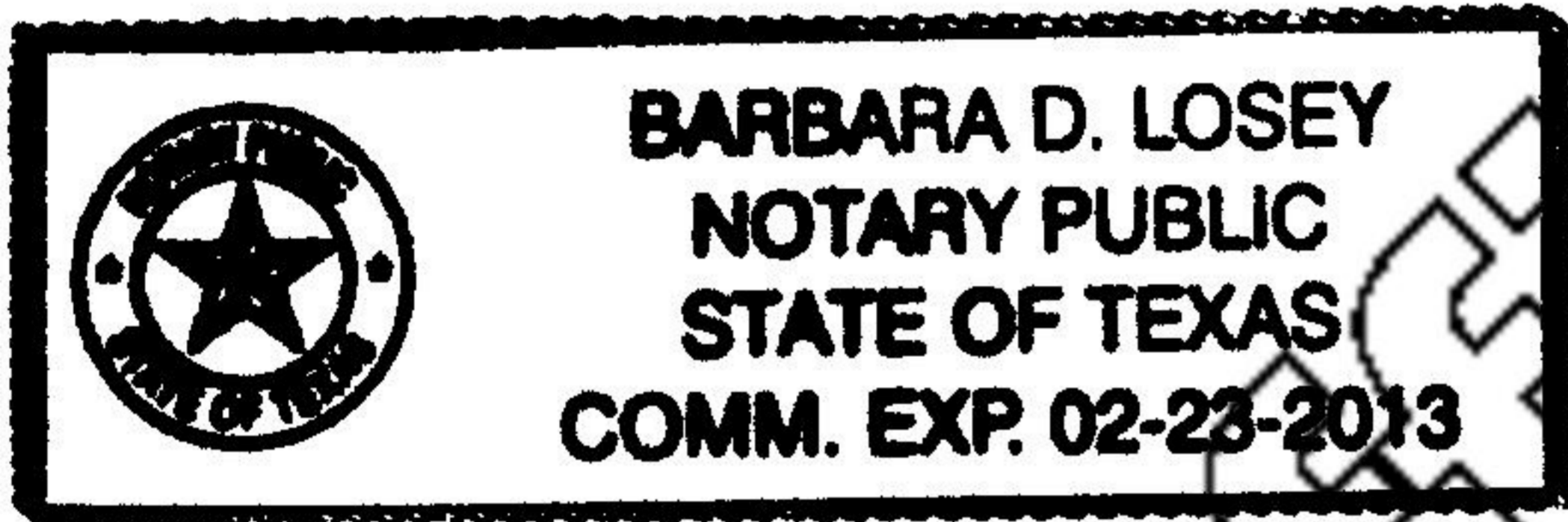
ACKNOWLEDGEMENT

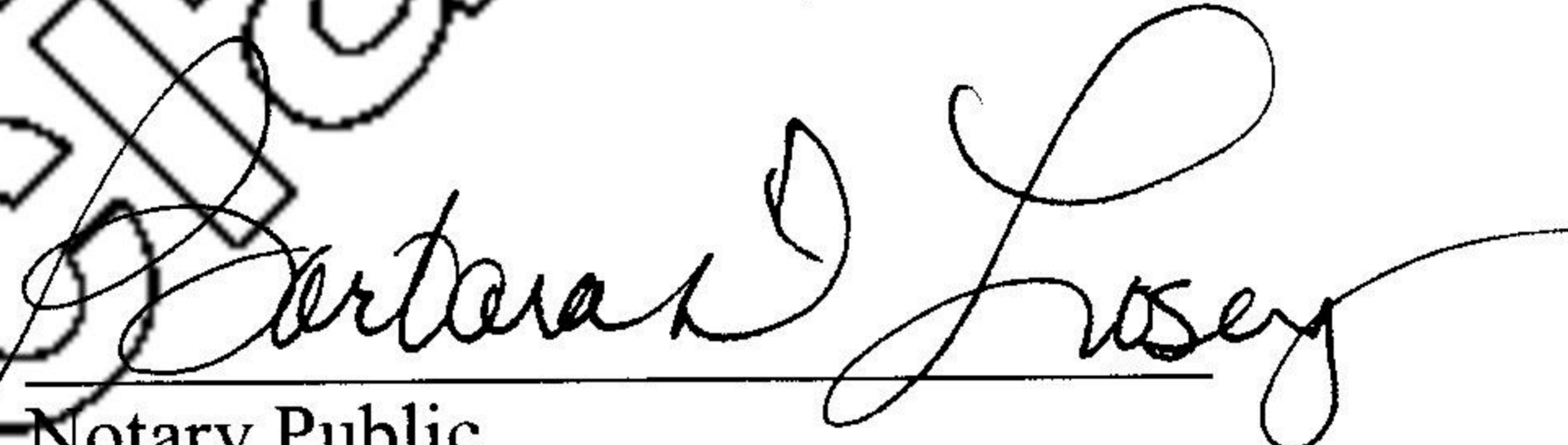
STATE OF TEXAS

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COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 26th day of May, 2010, by Samuel L. Wyse, III, President of Stoney Creek Gated Community Homeowners Association, Inc., a Texas non-profit corporation.




Notary Public

My Commission Expires: 02/23/2013

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

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Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/25/2010 10:11:09 AM
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