

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2005 0005546

Instrument Number: 2005-5546

As
Amendment

Recorded On: January 13, 2005

Parties: WYNFIELD FARMS
To

Billable Pages: 7
Number of Pages: 7

Comment:

**** Examined and Charged as Follows: ****

Amendment	26.00
Total Recording:	26.00

***** 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: 2005-5546
Receipt Number: 163262
Recorded Date/Time: January 13, 2005 12:22P

Record and Return To:

KITTY ELDER
5622 DYER
DALLAS TX 75206

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WYNFIELD FARMS**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Wynfield Farms (this "Amendment") is executed to be effective as of the 07 day of 12, 2004.

On November 17, 1999, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Wynfield Farms recorded in volume 4529, Page 159 of the Real Property Records of Denton County, Texas (as amended and supplemented, the "Declaration"). The majority of lot owners in the Addition together with Declarant have approved this Amendment, all as required in Section 5.6 of the Declaration. All capitalized terms not defined herein are defined in the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 1.6(c) is hereby deleted and replaced as follows:

"Trucks with tonnage in excess of one ton and any vehicle with a painted advertisement shall not be permitted to park overnight within the Addition unless the owner parks the truck/vehicle in his/her garage except those used by a builder during the construction of improvements. Vehicles that are not drivable are not allowed to be parked on the street. Un-drivable vehicles must be parked in the garage or on the driveway and fully covered with a car cover. Vehicles are not to be kept on bricks, wood, cinder blocks or any other lifting or supporting device. Maintenance work to vehicles must be conducted in the owner's driveway or garage."

2. Section 1.6(g) is hereby deleted and replaced as follows:

"No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Addition except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than two (2) primarily outside pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. When away from the lot, pets must be on a leash at all times. The pet owner is responsible for picking up and properly disposing of all pet debris left by the owner's pet while away from the owner's lot. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification."

3. Section 1.6(h) is hereby deleted and replaced as follows:

“No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble or debris shall be stored, kept, placed or maintained on any lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers and receptacles shall be placed in the front according to Little Elm requirements and shall be removed from view before 7:00 a.m. the following day. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.”

4. Section 1.6(l) is hereby deleted and replaced as follows:

“No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any wall or window of a residence that can be viewed from any street. No evaporative cooler shall be installed on the wall or window of a residence that can be viewed from any street.”

5. The following is hereby added to the end of Section 1.6(r):

“Political signs may be erected upon a lot by the owner of such lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within seven (7) days after the election. No sign of any kind shall be displayed on or attached to any vehicle or trailer parked or driven in the Association. No vehicle or trailer parked, stored or driven in or adjacent to the Association shall bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or interfere in any way with the exercise of property rights, occupancy or permitted business activities of any owner or Declarant.”

6. The following section is added to the Declaration as Section 1.6(w):

“Except for lights and decorations within the interior of a dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a lot in commemoration or celebration of publicly observed holidays may not be displayed or erected more than six (6) weeks prior to that specific holiday and must be removed within thirty (30) days after the holiday.”

7. The following section is added to the Declaration as Section 1.13:

“Window Treatments. No sheets, blankets, flags or strips of fabric are to be used in place of drapes, curtains, sheers or blinds. No aluminum foil, reflective film or tint shall be placed on a window or glass door.”

8. The following section is added to the Declaration as Section 1.14:

“Basketball Goals. Permanent basketball goals are not permitted. Portable basketball goals are to be well maintained and in good repair. Portable basketball goals must contain a backboard and a net. Portable basketball goals are to display the owner’s address on a portion of the pole that faces the street. At all times, portable basketball goals shall not be supported with the aid of sand bags, bricks, blocks, or any other external weights. At all times, the grass, weeds and vegetation around and under the base of the basketball goal must be in compliance with Section 5.3. Portable basketball goals shall not be placed on any portion of the street, sidewalk, or portion of the sidewalk that crosses the driveway. If an owner is unable to abide by this rule or is unable to maintain its portable basketball goal by this rule, such owner must remove the goal from view of any street.”

9. Section 5.3 is hereby deleted and replaced as follows:

“Lot Maintenance. The owner and occupant of each lot shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No artificial flowers/plants are permitted within view from any street. No owners shall permit weeds or grass to grow to a height of greater than six inches (6”) upon his property. Upon failure of any owner to maintain any lot, Declarant or the Homeowners’ Association may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant or the Homeowners’ Association (as applicable) for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any piece of property for the cost or charge of such work or the reimbursement for such work.”

10. In all other respects, the terms of the Declaration remain in full force and effect.

11. By signing below, the undersigned Secretary of the Homeowners’ Association, certifies that this Amendment has been approved by a majority of the lot owners in the Addition.

**Wynfield Farms
FINE STRUCTURE RESOLUTION**

WHEREAS, The Board of Directors of the Wynfield Farms Homeowners Association finds that there is a need to establish a policy to aid the enforcement of rule violations and unauthorized alterations or additions to the exterior of any lot within the ASSOCIATION.

WHEREAS, Article VIII, Section 8.01, paragraph (a) of the BYLAWS grants the Board, in its sole discretion, the power to take action to enforce the terms and provisions of the Declaration, the Articles of Incorporation, and these Bylaws, and any rules made and the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and seek damages from any Owner for violation of such provisions or rules as the board sees fit.

NOW THEREFORE, BE IT RESOLVED THAT the below Fine Structure be established, having the following terms of reference.

Violation Notification Structure

- _____ First letter to notify homeowner of the violation and give them thirty (30) days to cure or a fine will be levied. If the alleged violator was given notice and an opportunity to cure the similar violation within the previous six (6) months, the Board may impose fines without notice to the Owner other than the Second Letter as described below.

- _____ Second letter will notify the homeowner of the levy of a fine and give them thirty (30) days to cure and pay the fine or appeal to the Board.

- _____ Third letter will give the homeowner a higher fine with thirty (30) days to cure and pay the fine.

- _____ Fourth letter will levy a higher fine to the homeowner with thirty (30) days to cure or legal action will be taken.

Fines for Violations

\$50.00 for the second notice

\$100.00 for the third notice

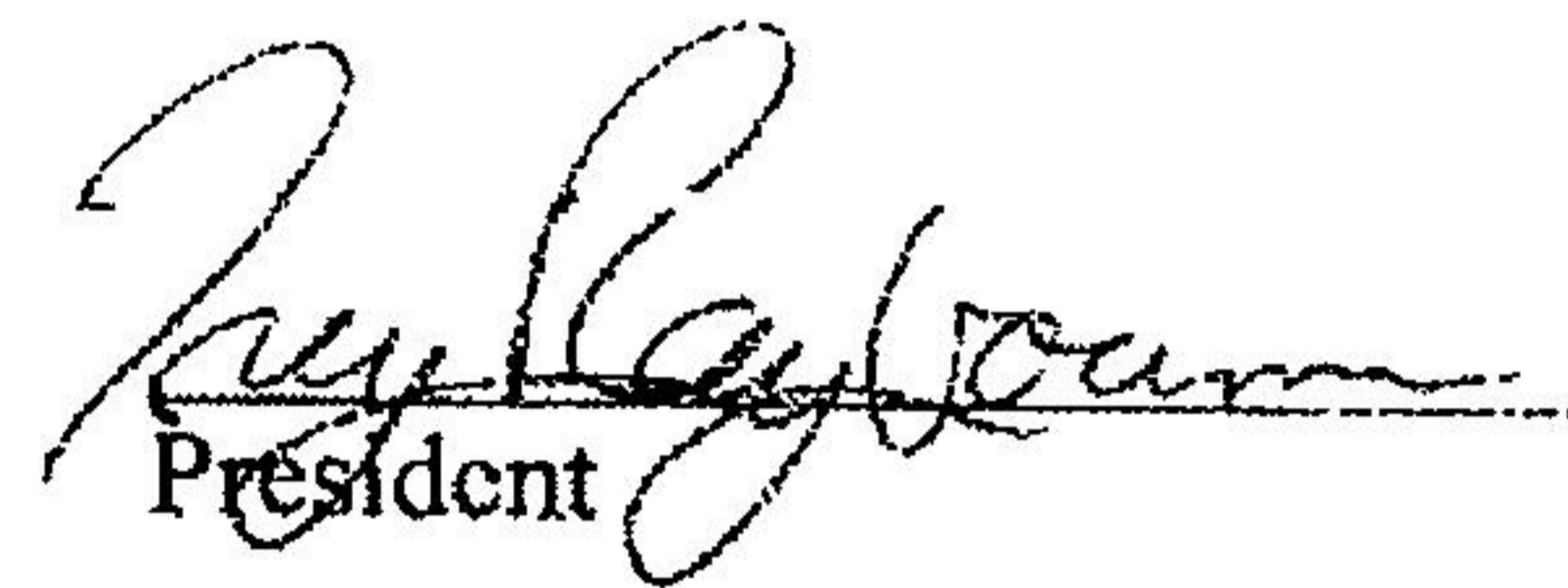
\$200.00 for the final notice (Account will be forwarded to the Attorney at this time)

\$200.00 plus Attorney fees incurred for any subsequent letter each month thereafter.

IT IS FURTHER RESOLVED that this FINE STRUCTURE is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on July 1, 2004, and has not been modified, rescinded or revoked.

7/1/04
Date


President

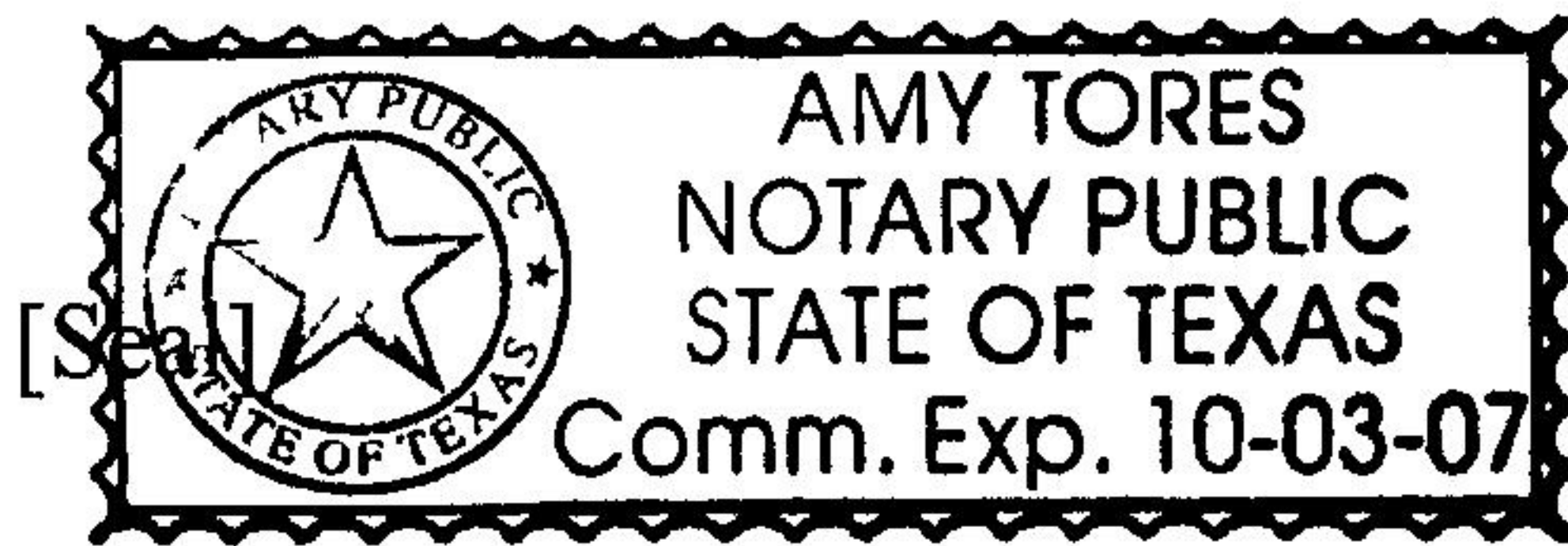
EXECUTED this 07 day of December, 2004.

WYNFIELD FARMS HOMEOWNERS' ASSOCIATION, INC.

By: Jessica Lujan
Name: Jessica Lujan
Secretary of Wynfield Farms Homeowners' Association, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on Dec. 7, 2004, by Jessica Lujan, Secretary of the Wynfield Farms Homeowners' Association, Inc.



Amy Tores
Notary Public, State of Texas

After recording return to:

~~Lianne Pearson
Hughes & Luce, LLP
1717 Main Street
Suite 2800
Dallas, Texas 75201~~

C/O KITTY ELDER
P.M.G.
5622 DYER
DALLAS, TEXAS
75206