

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHURCHILL CROSSING, PHASES A AND B

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Third Amendment”) is made to be effective as of February 4, 2002 by CHURCHILL CROSSING HOMEOWNERS ASSOCIATION, a Texas not-for profit corporation (“Association”).

Recitals

A. On January 6, 1995, Landstar Development Corporation recorded that certain Declaration of Covenants, Conditions and Restrictions for Churchill Crossing, Phases A and B as Document No. 94-RR0006956 in the Real Property Records of Denton County, Texas; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Churchill Crossing, Phases A and B, recorded on February 2, 1995, as Document No. 95-R0018134 and the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Churchill Crossing, Phases A and B, recorded on October 17, 1997, as Document No. 97-R0073450 in the Real Property Records of Denton County, Texas, said documents being collectively referred to herein as the “Declaration.”

B. The Association now desires to amend the Declaration pursuant to Section 7.5. See Affidavit of Association President attached hereto and incorporated herein as “Exhibit 1.”

Agreement

NOW, THEREFORE, for and in consideration of the foregoing recitals, Association, hereby amends the following sections of the Declaration to read as follows:

- 3.2 VOTING RIGHTS. The Association shall have one (1) class of voting membership.
- (a) Class “A”. The Class A Members shall be all Owners. The Class “A” Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (b) **3.2 (b) is deleted in its entirety.**

3.4 NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all Members, or delivered to their residences, not less than fourteen (14) days in advance of the meeting. At any such meeting called, the presence of Members in attendance entitled to cast a vote, all received proxies post marked no later than the day of the meeting, and all proxies received at the meeting, fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called not less than ten (10) days nor more than twenty-eight (28) days after the initial meeting, and the required quorum at such subsequent meeting shall be seventy-five (75) percent of quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than twenty-eight (28) days following the preceding meeting.

4.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES.

(a) The obligation to pay regular annual assessments provided for herein commence on January 31st of each year. If Owner fails to pay dues in full by January 31st, a one time late fee of fifty (\$50) dollars will be assessed. Invoices to Owners shall be mailed no later than December 15th of the current year.

(b) **Subparagraph B is deleted in its entirety.**

(c) **Subparagraph C is renamed Subparagraph B, no other changes.**

6.6 USES SPECIFICALLY PROHIBITED.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property for more than six (6) hours on any day during daylight hours, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless properly concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked while in use for the construction, maintenance or repair of a residence in the Development.

(w) Owners' failure to comply with this Section 6.6 will result in a fine of fifty dollars (\$50) per occurrence due and payable immediately upon notification of the Owner by the Association.

- 6.17 GENERAL MAINTENANCE. Following conveyance of the Home upon any Lot, each Owner shall maintain and care for the Home, all improvements and all trees, foliage, plants, and lawns on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components; (ii) the regular painting of all exterior surfaces, provided that if the colors change, the change shall be approved by the Architectural Review Committee; (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas, and other exterior portions of the improvements to maintain an attractive appearance; and (iv) regular mowing and edging of lawn and grass areas. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Association, at its option and discretion, but without any obligation to do so, may after five (5) days written notice via certified mail, to Owner to comply herewith, enter upon such Owner's Lot and undertake to maintain and care for such lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Association for the cost of such work plus ten percent (10%) within ten (10) days after presentment of such statement. This provision, however, shall in no manner be construed to create a lien in favor of any party on any Lot for the cost or charge of such work or the reimbursement for such work.
- 7.5 AMENDMENT. This Declaration may be amended or modified upon the consent of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by Members at a meeting at which a quorum (determined pursuant to section 3.4 hereof) is present. For the proposed amendment of any portion of the Declaration pertaining to the use, operation, maintenance and/or supervision of any Areas of Common Responsibilities, the prior written consent of the Town must also be obtained. Any and all amendments shall be recorded in the office of the County Clerk of Denton County, Texas. Notwithstanding the foregoing, Association shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party if the sole purpose of the amendment is for the purpose of correcting technical errors or for purposes of clarification.
- 7.8 NOTICE. Unless otherwise provided herein, any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposited in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as Member or Owner on the Records of the Association at the time of such mailing.

