

**AMENDMENT TO DECLARATION OF
PLANNED UNIT DEVELOPMENT**

WHEREAS, by instrument dated February 16, 1983, Pine Tree Development Corporation caused to be recorded in the Real Property Records of Tarrant County, Texas at Volume 7448, Page 2037, that certain Declaration of Diminimus Planned Urban Development (the "Declaration") for the purpose of submitting the real property described therein to a system of management to govern a planned community; and

WHEREAS, the Declaration provides that each Owner by acceptance of the deed to such Owner's Lot is deemed to covenant and agree to pay to the Council or Association the regular and special assessments levied pursuant to the provisions of the Declaration; and

WHEREAS, the Members of the Council wish to amend the Declaration to provide that the regular and special assessments heretofore and hereafter levied pursuant to the provisions of the Declaration shall be a lien against the Lot owned by the Owner who fails to pay such assessment and that such lien may be foreclosed under power of sale as hereinafter described; and

WHEREAS, the Members of the Council wish to amend the Protective Covenants for Pine Tree Estates, #2 Landowners Association (the "Protective Covenants") which are part of the Declaration to prohibit the location of a mobile home or manufactured home on any Lot; and

WHEREAS, the Declaration may be amended by the vote or written

consent of Members representing no less than sixty-seven percent (67%) of the voting power of the Association.

NOW, THEREFORE, in consideration of the covenants recited herein, the Declaration is amended as follows:

Article IV is amended by adding new Section 4.07 as follows:

4.07 Assessments by the Association or Council for common expenses, levied pursuant to the provisions of this Declaration, shall become liens against the respective Lots to which assessed at the time such assessments become due and payable. At the option of the Association or Council, with respect to any assessment not paid within five (5) days from the due date thereof, a late charge not exceeding \$25.00 shall be added to such assessment. Each assessment not paid within such five (5) day period of time shall also bear interest at the rate of ten percent (10%) per annum from the date due until paid and the Association or Council may also collect reasonable attorney's fees and costs of court in the event that the collection of such assessment is turned over to an attorney for collection or foreclosure. The holder of the mortgage or deed of trust on any Lot shall, when requested by such holder, be given written notification from the Association or Council of any default by the Owner of such Lot in the performance of the Owner's obligation to pay assessments which is not cured within thirty (30) days. All liens for assessments made by the Association or Council shall be prior to other liens, except liens for taxes or special assessments levied by the State and any political subdivision thereof, and liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses become due. Each Owner, to additionally secure and enforce the payment of the assessments, upon accepting title to a Lot shall be deemed to have granted, bargained and sold and by these presents do grant, bargain and sell to Dennis F. Houfek, as Trustee, and to his successor in trust, the Lot owned by such Owner, to have and to hold the said Lot unto the said Trustee or his successors forever, further covenanting and agreeing to warrant and forever defend the premises aforesaid, and every part thereof, unto the said Trustee or his successor, against every person whomsoever lawfully claiming or to claim the same or any part thereof; in trust, however, upon the following terms and conditions: that is, the Owner shall pay off and discharge, as they become due, each assessment validly levied by the Association or Council, according to its tenor and effect during the term of this Declaration, then this conveyance shall become null and void and shall be released by the Association or Council; but

should any Owner make default in the punctual payment of such assessments, then in that event, the Trustee, or his successor, is hereby authorized and empowered to sell the Lot owned by the defaulting Owner at the courthouse door of Tarrant County, Texas, to the highest bidder for cash, at public auction, first giving notice of the time, place and terms of sale, by posting or causing to be posted written notices for at least twenty-one (21) days in accordance with the laws of the State of Texas regulating sales of real estate under deeds of trust; and to make, execute and deliver to any purchaser or purchasers of said Lot at such sale, good and sufficient deed or deeds in the name of the Owner of the Lot, conveying the Lot so sold in fee simple with a general warranty of title and with the proceeds of such sale, after deducting 5% of the amount of sale as compensation to the Trustee and all other expenses incident to the enforcement of this trust, the Trustee shall pay the full amount of assessments due the Association or Council, and the balance, if any, shall be paid to the Owner of such Lot foreclosed. If the Owner or those holding under them shall remain in possession of said Lot after sale as above, however made, such Owner or those holding under such Owner shall become the tenants at the sufferance of the purchaser. In the event of the death or the failure of the Trustee herein to act, the Association or Council may appoint in writing a substitute trustee who shall succeed to all the rights and powers heretofore granted to the Trustee herein. The foregoing procedure for foreclosure shall be cumulative of any and all other rights and remedies of the Association or Council for foreclosure of the lien, including, but not limited to, foreclosure of the lien by suit by the Association or Council or any authorized officer thereof, acting in behalf of the Association or Council, in like manner as foreclosure on mortgages on real property which right is hereby expressly reserved to the Association or Council. No such foreclosure, whether pursuant to the trust herein given or by judicial sale shall affect or impair any prior lien. The Association or Council or any authorized officer thereof, acting in behalf of the Association or Council, shall have power to bid on the Lot foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in behalf of the Association or Council. The purchaser acquiring title to such Lot at such foreclosure sale, whomever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Association or Council chargeable to such Lot which became due prior to acquisition of title at such foreclosure sale, but such unpaid share of expense or assessments shall be deemed to be common expense collectable from all of the Owners, including such purchaser. Upon majority vote of the Board, the late charges provided in this paragraph may be increased, decreased or eliminated entirely.

Paragraph 3 of the Protective Covenants is deleted in its entirety and the following substituted therefor:

3. There shall be no temporary buildings on any lot. Any additional storage buildings, additional rooms to home or carports, etc., must be approved by PINE TREE DEVELOPMENT CORPORATION and/or the Landowners Association as to size and materials used to construct such additions. No mobile home or manufactured home shall be placed on any lot.

This Amendment to Declaration has been approved by not less than sixty-seven percent (67%) of the voting power of the Association as evidenced by the affidavit of BRUCE WINKENWEEDER, President of the Board of Directors of Pine Tree Estates No. 2 Landowners Association, Inc. attached hereto and by this reference made a part hereof.

This Amendment is agreed to, entered and effective the 2ND day of MARCH, 1992.

PINE TREE ESTATES, NO. 2
LANDOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Bruce Winkenweeder President
BRUCE WINKENWEEDER, President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Marrant

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This instrument was acknowledged before me on the 2 day of MARCH, 1992, by BRUCE WINKENWEEDER, President of Pine Tree Estates No. 2 Landowners Association, Inc., on behalf of such corporation.

Notary Public, State of Texas

AFFIDAVIT OF BRUCE WINKENWEEDER

Date: February _____, 1992

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE WINKENWEEDER, who being first duly sworn on his oath deposed and stated as follows:

"1. My name is BRUCE WINKENWEEDER. I reside at 325 Freedom Way, Keller, Texas 76248. I am over eighteen years of age, have never been convicted of a crime involving moral turpitude, and am competent to make this Affidavit. I have personal knowledge of the facts set forth below. Those facts are true and correct.

2. I am President of Pine Tree Estates, No. 2 Landowner Association, Inc. (the "Corporation"), a Texas non-profit corporation organized for the purpose of managing, maintaining, preserving and controlling that certain subdivision located in Tarrant County, Texas more commonly known as Pine Tree Estates No. 2.

3. On January 30, 1992, after proper notice pursuant to the by-laws of the Corporation, a meeting of the Council of Co-Owners of Pine Tree Estates No. 2 (the "Association") was held at which time not less than sixty-seven percent (67%) of the voting power of the Association approved an amendment to the Declaration of Planned Unit Development, which amendment grants to the Corporation a lien against the lots within Pine Tree Estates No. 2 for unpaid assessments and the right to foreclose such lien non-judicially by power of sale granted therein. The amendment further provides that no mobile home or manufactured home be allowed to be placed upon any lot within Pine Tree Estates No. 2.

4. Further affiant sayeth not."

Bruce Winkenweeder, President
BRUCE WINKENWEEDER

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

SUBSCRIBED AND SWORN TO BEFORE ME on the 2 day of
March, 1992.

Ann Smith
Notary Public, State of Texas

AMENDMENT 1

AMENDMENT TO PROTECTIVE COVENANTS
PINE TREE ESTATES NO. 2 LANDOWNERS ASSOCIATION
INCORPORATED WITHIN THE DECLARATION OF
PLANNED UNIT DEVELOPMENT

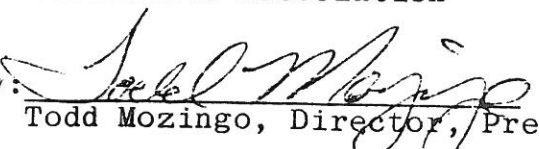
The following is an amendment to paragraph "5" to the Protective Covenants filed for record in the County Clerk's Office in the Real Property Records, Volume 7448, Page 2037 et. seq., Tarrant County, Texas.

Delete that part of Paragraph "5" reading, "No over night parking on the street. Vehicles left over night on streets will be towed away at owners expense."

Add the following to Paragraph "5" to read, "Parking on the street will be permitted during the hours of 3:00 P.M. until 8:00 A.M. directly in front of your house. There shall be no parking on unpaved surfaces (yards) or in front of lots owned by others. A paved surface shall be concrete, asphalt or gravel or other similar material approved by the Directors of the Association prior to installation. Vehicles in violation of this amended restriction shall be towed away without prior warning at vehicle owners expense."

This Amendment is effective, approved and ordered by majority vote of homeowners present and directors at a meeting held on September 17, 1984.

Pine Tree Estates No. 2
Landowners Association

By: 
Todd Mazingo, Director, Pres.

Attested:

By: 
Bryan Buchanan, Sec.

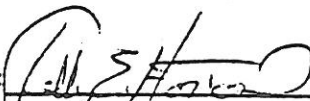
AMENDMENT 3
AMENDMENT TO PROTECTIVE COVENANTS
PINE TREE ESTATES NO. 2 LANDOWNERS ASSOCIATION
INCORPORATED WITHIN THE DECLARATION OF
PLANNED UNIT DEVELOPMENT

The following is an amendment to paragraph "2" of the Protective Covenants filed for record in the County Clerks Office in the Real Property Records, Volume 7448, Page 2037 et. seq., Tarrant County, Texas.


On motion duly made, seconded, and unanimously carried it was agreed that the sentence "all homes must meet FHA requirements as to construction" in paragraph number "2" of the Protective Covenants for Pine Tree Estates No. 2 Landowners Association is deleted. Paragraph "2" from this date forward shall read "Said land shall be used for residential purposes only and multi-family buildings shall be used for residential purposes only and multi-family buildings shall be permitted only on designated lots. No lot is to be resubdivided other than the ones designated by the developer."

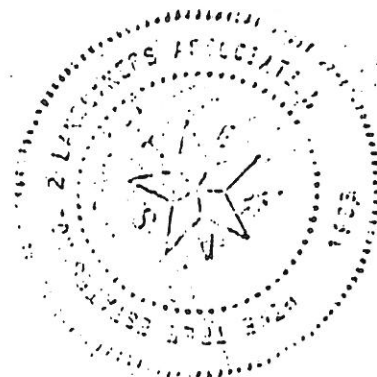
This amendment is effective, approved and ordered by the Directors at a special meeting held on the 27th day of February 1985.

PINE TREE ESTATES NO. 2
LANDOWNERS ASSOCIATION

By: 
Kelly E. Horton, Director, President

ATTESTED:

By: 
Janice Stitzel, Director, Secretary



D200041638
PRINCIPAL MGMT GRP
5622 DYER ST
DALLAS TX 75206

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T O : P I N E T R E E E S T A T E S 2 H O A

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T O T A L : D O C U M E N T S : 01 F E E S : 37.00

B Y : 

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.