

transfer of control. The right of termination shall require an advance notice of ninety (90) days to the management.

ARTICLE IX

GENERAL PROVISIONS

9.01. This Declaration may be amended by the vote or written consent of Members representing no less than sixty-seven (67) percent of the voting power of the Association. Notwithstanding any contrary provision in this Section, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under the clause or provision.

9.02. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver thereof.

9.03. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

9.04. This Declaration, as well as any amendment thereto and any valid action or directive made pursuant to it, shall be binding on the Declarant and the Co-Owners and their heirs, grantees, tenants, successors, and assigns.

9.05. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a planned community development project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision thereof.

9.06. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of said Owners entire interest in his Lot and any improvement thereon with respect to obligations arising from and after the date of such divestment.

9.07. Neither Declarant nor any Co-Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of his Lot and any improvement thereon to any person on the basis of race, color, sex, religion, ancestry, or national origin.

9.08. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part hereof, and shall not affect the interpretation of any provision.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of Feb, 1983.

PINE TREE DEVELOPMENT CORPORATION

By: 

G. Rickman, President

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 16th
day of September, 1983, by Si Rickman, President of Pine
Tree Development Corporation, a Texas Corporation, on behalf of
said corporation.



Debbie Clark
Debbie Clark

Notary Public for the State of Texas
Commission Expires: 7-19-84

Plots 1, 6, 7, 8 Pine Tree Wildlife
Hunting Station T-2 (FTW) We tried by

We hereby certify that this is a true and correct copy of the original hereof, as filed for record.
FIRST AMERICAN TITLE CO.

ADMMENDMENT NUMBER II TO City of Chicago
By [Signature]
DECLARATION OF PLANNED UNIT DEVELOPMENT 300 02681 2 01/21/86

Pursuant to the authority granted in Article IX, Section 9.01, by written consent of more than 67% of the voting members of the association, evidenced by signatures below, said members agree to amend the original Declaration of Deminimus Planned Unit Development filed for record in Volume 7443, Page 2037 et seq. of the Real Property Records of Tarrant County, Texas as follows:

Added

4.06(c) In the event of foreclosure proceedings or other legal actions for the collection of unpaid assessments recorded as liens against an owner's property it is specifically understood and agreed that all assessment liens are subordinate to Mortgage and Deed of Trust Liens. In the event of foreclosure on assessment liens all duly recorded Mortgage and Deed of Trust Liens and Tax Liens will be paid prior to payment of the assessment liens.

Deleted

Section 7.01(a) from Article VII entitled Rights of Beneficiaries under Deeds of Trust.

WHEREAS, it is the desire and intention of the members of the association to ratify and approve the above described addition and deletion, thereby amending the Declaration of Deminimus Planned Unit Development.

This amendment is agreed to, entered and effective the 13th day
of January, 1986.

ATTESTED:

BY: V. N. C.
Secretary

PINE TREE ESTATES NUMBER II
LANDOWNERS ASSOCIATION

By: Kelly C. Horton
KELLY HORTON, President

STATE OF TEXAS

COUNTY OF TARRANT

On this the 13th day of JANUARY, 1986, before me the undersigned, a Notary Public in and for Tarrant County, Texas personally appeared Kelly Ho: on, known to me to be the person who signed the foregoing instrument and holds the office as signed and acknowledged to me that he executed this instrument for the purposes therein set forth and further stated upon oath that the signatures attached hereto are the true signatures of the members of the association and that they signed this amendment for the purposes stated therein.

Given under my hand and seal of office the day and year above written.

NOTARY PUBLIC STATE OF TEXAS

Printed Name: David A. Gilbert

Commission Expires: 1-2-82

SLI 175 174 173 172 171

FILED
TARRANT COUNTY, TEXAS

'86 JAN 21 A9.00

MADRIN HUFFMAN
COUNTY CLERK

BY  DEF

COUNTY OF TARRANT
STATE OF TEXAS }

I hereby certify that this instrument was FILED on this
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the Named Records
of Tarrant County, Texas, as stamped hereon by me.

JAN 21 1986



Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

AFTER RECORDING

RETURN TO:

BRYAN BUCHANAN
4925 DAVIS BLVD Suite 103
Ft WORTH TX

PTT 175 174 173 172 171

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