

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WINTERHAVEN ESTATES**

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

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Winterhaven Estates ("First Amendment") is made by the Homeowners' Association of Winterhaven Estates ("Association"), a Texas nonprofit corporation, as of the signature date affixed hereto.

**WHEREAS**, Winterhaven Estates, LP. ("Declarant"), a Texas limited partnership, prepared and recorded an instrument on February 8, 2007 entitled "Declaration of Covenants, Conditions and Restrictions for Winterhaven Estates" as Instrument No. 20070049260 in the Real Property Records of Dallas County, Texas ("Declaration"); and

**WHEREAS**, the Declaration provided for the creation of a property owners' association for Winterhaven Estates; and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage and/or regulate the properties subject to the Declaration; and

**WHEREAS**, Article VII, Section 7.5(a) of the Declaration provides that the Declaration may be amended by the express consent of Members entitled to cast at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes of each class of Members entitled to vote present at a meeting at which a quorum is present; and

**WHEREAS**, the following amendments were adopted by the requisite vote of the Association Members at the Special Meeting of the Association conducted on August 31, 2021.

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

1. Article I of the Declaration is amended by adding Section 1.14 to define "Perimeter Fence" as follows:

1.14 Perimeter Fence. "Perimeter Fence" shall mean and refer to the wood fencing which runs along the perimeter boundary of the Association.

2. Article I, Section 1.2(i) of the Declaration entitled "Areas of Common

Responsibility" is amended by deleting subsection (i) and replacing it with the following:

(i) All perimeter walls located on the Property.

3. Article VI, Section 6.10 of the Declaration is amended by deleting the sixth sentence and replacing it with the following:

All fences and walls shall be properly maintained in good condition by the Owner of the Lot upon which the fence or wall is situated. In addition, Owners of Lots which are adjacent to any portion of the Common Area on which a perimeter fence has been constructed shall also maintain in good condition the perimeter fencing adjacent to their respective Lots and that portion of the Common Area which lies between such perimeter fence and the Lot boundary. Upon failure of any Owner to maintain such perimeter fencing in the manner prescribed herein, the Association shall be entitled, after ten (10) days written notice to such Owner to comply herewith, to enter or cause a third party to enter upon such Owner's Lot if necessary and undertake to maintain and care for such perimeter fencing to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work together with interest thereon at the rate of eighteen percent (18%) per annum (but not in excess of the lawful maximum rate) from the date of disbursement by the Association upon demand therefore. All sums owing by an Owner to the Association shall be subject to the collection procedures and be secured by the lien provided for in Article IV.

4. Except as modified by this First Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is hereby executed by a duly authorized officer of the Association on this 14<sup>th</sup> day of September, 2021.

[SIGNATURE ON FOLLOWING PAGE]

HOMEOWNERS' ASSOCIATION OF WINTERHAVEN  
ESTATES

By:

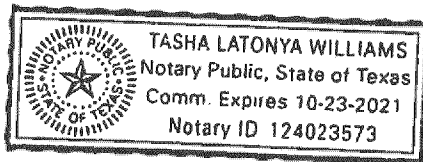
*Larry Taylor*, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

The foregoing instrument was acknowledged before me this 14 day of September, 2021, by Larry Taylor, Secretary of the Homeowners' Association of Winterhaven Estates, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of September, 2021.



*Tasha LaTonya Williams*  
Notary Public in and for  
the State of Texas

My Commission Expires: 10/23/2021

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202100275500

eRecording - Real Property

Recorded On: September 15, 2021 09:05 AM

Number of Pages: 4

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

Total Recording: \$34.00

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**\*\*\*\*\* 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: 202100275500  
Receipt Number: 20210915000167  
Recorded Date/Time: September 15, 2021 09:05 AM  
User: Kaylee V  
Station: CC63

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over a horizontal line.