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STATE OF TEXAS)
COUNTY OF DALLAS)

DEED RECORD

SECOND
AMENDMENT TO
CONDOMINIUM DECLARATION
FOR
PRESTONWOOD COUNTRY CLUB CONDOMINIUMS
(A Condominium)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, IHS twelve Ltd., a Limited Partnership authorized to do business under the laws of the State of Texas, hereinafter called "Declarant", is the owner of a certain tract of land and improvements thereon situated in Dallas County, Texas, and being located in the Robert Wilburn Survey No. 1580, Dallas County, Texas, and being part of Block A/8219 of Prestonwood Country Club West Addition, an addition to the City of Dallas, Texas, and recorded in Volume 67114, Page 290, of the Deed Records of Dallas County, Texas, has heretofore established said real property and improvements as a condominium project under the Condominium Act of the State of Texas by filing a Declaration thereof in Volume 77112, Pages 6 through 330 of the Condominium Records of Dallas County, Texas, as amended by an amendment filed in Volume 78029, Page 0316 of said Condominium Records;

WHEREAS, Declarant now wishes to make a second amendment to said Declaration as hereinafter set forth, and all conditions precedent to such second amendment to the Declaration having been fulfilled;

NOW, THEREFORE, Declarant does hereby amend the Condominium Declaration for Prestonwood Country Club Condominiums recorded in Volume 77112, Page 6 of the Condominium Records of Dallas County, Texas, as amended by an amendment filed in Volume 78029, Page 0316 of said Condominium Records, as follows:

1. Paragraph 1. D. of the Declaration, "General Common Elements," shall be amended to read as follows:

"D. "General Common Elements" means and includes the land described in Attachment I; the structural and other commonly used components of each Building; all common utility lines, including sewerage, water, gas and electric wiring leading to or servicing each Unit; all air conditioning equipment, heating equipment, hot water equipment and all components thereof servicing each Unit; any swimming pool and swimming pool equipment; condominium office, club room, utility rooms (which includes laundry rooms and mechanical rooms) and storage rooms as shown on Attachment III; roads; yards; shrubs; trees; walks; parking spaces, patios and balconies not otherwise designated as limited common elements; pavement; foundation; roof; exterior walls; chimneys; and all other areas of such land and the improvements thereon necessary or convenient to its existence,

maintenance and safety which are normal and reasonably in common use, including the air above such land, all of which shall be owned by the Owners of the separate Units except where specifically designated "Limited Common Elements," as that term is defined in Paragraph 1E hereof, each Owner of a Unit having an undivided percentage interest in such General Common Elements as set forth in Attachment III hereto."

2. Paragraph 1. E. of the Declaration, "Limited Common Elements", shall be amended to read as follows:

"E. "Limited Common Elements" means those common elements which are either limited to and reserved for the exclusive use of an Owner of a Unit or are limited to and reserved for the common use of more than one but fewer than all of the Owners. The Limited Common Elements shall be, where applicable, any parking spaces reserved for the exclusive use of each Unit by the Association; and any stairways not contained within a Unit, balconies and patios reserved for the exclusive use of one or more Unit, as shown on Attachment III and designated as Limited Common Elements for a specific Unit or Units, each Owner of a Unit having an undivided percentage interest in such Limited Common Elements as set forth on Attachment III hereto.

3. Paragraph 16. of the Declaration, "Reservation for Access - Maintenance, Repair and Emergencies.", shall be amended to read as follows:

"16. Reservation for Access - Maintenance, Repair and Emergencies. The Owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements thereon or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another Unit or Units, or for inspection and eradication of insects and other pests, including the spraying of pesticides. Should any Owner change any lock on any entrance to his Unit, such Owner shall immediately provide to the Managing Agent or Board of Managers a key to the new lock. If an Owner fails to do so, the Managing Agent or Board of Managers may replace such lock and provide a new key to the Owner all at Owner's expense, which shall be a special assessment to such Owner, the non-payment of which may be enforced as delineated in Paragraph 23. Damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the common elements or as a result of emergency repairs within another Unit at the instance of the Association, shall be a common expense of all of the Owners; provided, however, that if such damage is the result of the misuse or negligence of a Unit Owner, then such Unit Owner shall be responsible and liable for all such damage, except to the extent such damage may be included in insurance maintained by the Association. All damaged improvements shall be restored to substantially the same condition of such improvements prior to damage. All maintenance, repairs and replacements as to the General Common Elements, whether located inside or outside of Units (unless necessitated by the negligence or misuse of an Owner, in which case such expense shall be charged to such Owner, except to the extent such damage may be included in

insurance maintained by the Association), shall be the Common Expense of all the Owners."

4. Paragraph 17. of the Declaration "Owner's Maintenance Responsibility of Unit.", is hereby deleted in its entirety; and reference is made to Article XI 4. of the By-Laws of the Prestonwood Country Club Condominium Association, as amended, with respect to the contents of said Paragraph 17.

5. Paragraph 21. of the Declaration, "Assessment for Common Expenses", shall be amended to read as follows:

"21. Assessment for Common Expenses. All Owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Managers of the Association to meet the Common Expenses. The assessments shall be determined in accordance with the following schedule:

- (a) Efficiency Units.
- (b) Units containing 1 bedroom and 1 bath.
- (c) Units containing 2 bedrooms and 1 bath.
- (d) Units containing 2 bedrooms and 2 baths.
- (e) Units containing 2 bedrooms and 2 1/2 baths.
- (f) Units containing 3 bedrooms and 2 baths (less than 1750 square feet).
- (g) Units containing 3 bedrooms and 2 baths (more than 1750 square feet).
- (h) Units containing 3 bedrooms and 2 1/2 baths.

Assessments for the estimated Common Expenses shall be due monthly in advance on the first day of each month. The Managing Agent or Board of Managers shall prepare and deliver or mail to each owner a monthly statement of the Owner's monthly assessment. In the event the ownership of a Condominium Unit commences on a day other than the first day of a month, the assessment for that month shall be prorated.

The assessments made for Common Expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent, or if there is no Managing Agent, then the Board of Managers of the Association, determines is to be paid by all of the Owners, including as limited herein, the Declarant, to provide for the payment at Dallas, Texas, of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the General Common Elements, and such Limited Common Elements as may be the obligation of the Association to maintain, which sum may include, but shall not be limited to expenses of: management; taxes and special assessments until separately assessed; premiums for all insurance required to be maintained by the Association pursuant to this Declaration or the By-Laws of the Association; landscaping and care of grounds; common lighting; renovations; removals of pollutants and trash collections; wages; utility charges, beautification and decoration; professional fees, including legal, accounting, and management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers on behalf of the

Owners under or by reason of this Declaration and the By-Laws of the Association; any deficit arising or any deficit remaining from a previous period; the creation of a reasonable contingency fund, reserves, working capital, and sinking funds as well as other costs and expenses relating to the common elements. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this Paragraph, the Managing Agent, or if there is no Managing Agent, then the Board of Managers may from time to time and at any time increase, prorata, the monthly assessments set forth in this Paragraph. The omission or failure of the Board of Managers to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same."

6. Paragraph 26. of the Declaration, "Insurance", is hereby deleted in its entirety; and reference is hereby made to Article IV-3(d) of the By-Laws of the Prestonwood Country Club Condominium Association as amended with respect to the contents of said paragraph 26.

All other terms and provisions of the Condominium Declaration for Prestonwood Country Club Condominiums as filed and previously amended shall remain the same.

IN WITNESS WHEREOF, Declarant has duly executed this Amendment to Declaration this 18th day of July, 1978, to be effective as of the 31st day of July, 1978.

IHS twelve Ltd.
A Limited Partnership

By R. Scott Harris
R. Scott Harris, President
International Housing Systems,
Inc., General Partner

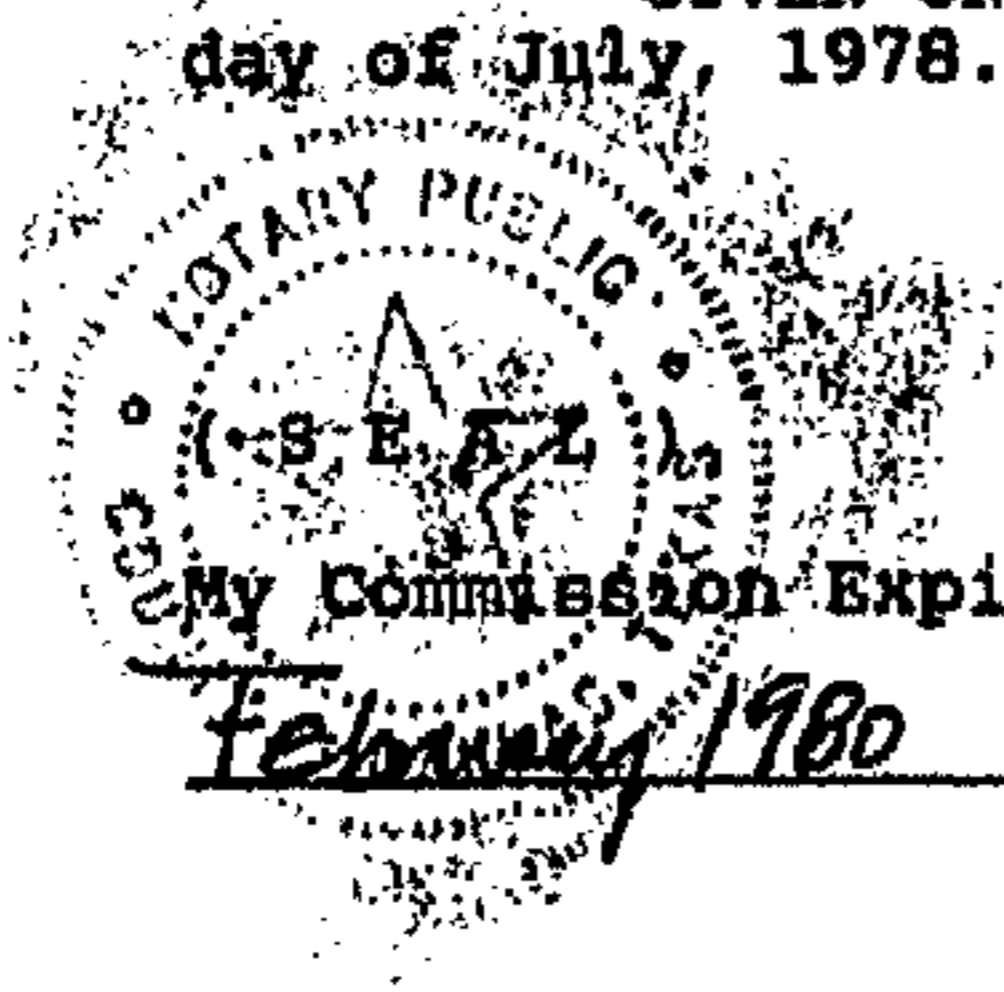
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THE STATE OF TEXAS
COUNTY OF DALLAS

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BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared R. SCOTT HARRIS, President of International Housing Systems, Inc., General Partner of IHS twelve Ltd., a Limited Partnership, and acknowledged to me that he executed the foregoing instrument in his capacity as President of International Housing Systems, Inc., General Partner of IHS twelve Ltd., a Limited Partnership, and as the act of said corporation and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 18th day of July, 1978.



Diane L. Sparks
Notary Public in and for
Dallas County, Texas

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Durant, Markoff, Davis
3900 First Nat'l Bank Bldg.
Dallas, TX
75202

UNOFFICIAL

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the indexed records
of Dallas County, Texas as stamped hereon by me.

AUG 22 1978



R.E. Marshall

CLERK OF COUNTY CLERK, Dallas County, Texas

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R.E. Marshall
REC'D