



70 2010 00030949

Instrument Number: 2010-30949

Recorded On: April 05, 2010

As
Amendment

Parties: FLOWER MOUND CBD LTD

Billable Pages: 6

To

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	31.00
Total Recording:	31.00

***** DO NOT REMOVE. 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: 2010-30949
Receipt Number: 672812
Recorded Date/Time: April 05, 2010 12:44:50P

Record and Return To:

G&A CONSULTANTS
111 HILLSIDE DR
LEWISVILLE TX 75057

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

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 Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

**SECOND AMENDMENT
TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RIVER WALK AT CENTRAL PARK**

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER WALK AT CENTRAL PARK** (the "Amendment") is made as of March ~~22~~, 2010, by **Flower Mound CBD, Ltd.**, a Texas limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant, as the owner of that certain real property in Flower Mound, Texas (Denton County), commonly known as The River Walk at Central Park, imposed on such real property certain covenants, conditions and restrictions and created an association for the owners of real property located in The River Walk at Central Park, all pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The River Walk at Central Park, dated September 16, 2008, and recorded on September 17, 2008, as Instrument No. 2008-102188, in the Real Property Records of Denton County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for The River Walk at Central Park, dated January 15, 2009, and recorded on January 15, 2009, as Instrument No. 2009-5273 in the Real Property Records of Denton County, Texas (as amended, the "**Declaration**"), which real property is more particularly described in the Declaration; and

WHEREAS, Section 9.2 of the Declaration provides for amending same; and, pursuant to Section 9.2(a) of the Declaration, this Amendment has been approved by a Majority Vote of the Members, as evidenced by the Certification of the Secretary of the Association affixed hereto, and has been signed by Declarant; and

WHEREAS, these recitals are incorporated into and made a part of this Amendment for all purposes.

NOW, THEREFORE, Declarant declares that the Declaration is hereby amended in accordance with the terms and provisions hereinafter set forth and that the Property is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration as amended by this Amendment.

1. Capitalized Terms. All capitalized terms used herein shall have the same meaning as set forth in the Declaration, except to the extent otherwise provided herein.
2. Town of Flower Mound; Ordinances. The Declaration is amended by the addition of the following Article XIII:

**ARTICLE XIII
AUTHORITY OF THE TOWN OF FLOWER MOUND**

13.1. Town Authority. The Town's Code of Ordinances requires the adoption of this Declaration and the creation of the Association to provide for the continuous and perpetual operation, maintenance and supervision of Common Areas and Common

Facilities, which, the Owners acknowledge, are not under the Town's ownership and the maintenance and operation of which are not the Town's responsibility.

13.2. Abandonment of Maintenance Obligations. Neither the Association nor the Owners shall seek, by either act or omission, to abandon their respective obligations as established by this Declaration to maintain Common Areas and Common Facilities.

13.3. Termination of the Association. The Association may not be dissolved or terminated without the prior written consent of the Town.

13.4. Abolition of the Declaration. The Declaration may not be abolished without the prior written consent of the Town.

13.5. Amendment of Certain Provisions of the Declaration. Notwithstanding anything in this Declaration to the contrary: (a) the provisions of this Article XIII shall not be amended or deleted from this Declaration without the prior written consent of the Town; (b) any amendment of Section 1.2 regarding the definitions of "Common Areas," "Common Equipment and Furnishings," "Common Facilities," "Common Irrigation Systems," and "Commonly Maintained Areas" as well as any amendment to Sections 1.4, 1.6, 4.3(xvi), 4.3(xvii) or 4.3(xviii) or Sections 8.2 or 8.3 of this Declaration pertaining to the obligations of the Owners and the Association to maintain Common Areas and Common Facilities shall require the prior written approval of the Town; and (c) any condition at or use of Common Areas or Common Facilities in a manner which conflicts with or is in violation of the Zoning shall require the prior written consent of the Town. Except as provided in the preceding sentence, this Declaration can be amended without the consent of the Town.

13.6. Failure of an Owner or the Association to Maintain Common Areas or Common Facilities. If an Owner or the Association defaults or fails to perform one or more duties and obligations under this Declaration regarding the maintenance of certain Common Areas or Common Facilities (the "Deficient Common Properties"), the Town, after (a) giving the Owner and the Association written notice of said failure except in the case of an emergency or an immediate threat to the public health, safety and welfare, describing in the notice with reasonable specificity the nature and location of the alleged maintenance failure and providing a reasonable amount of time for the cure of the alleged maintenance failure (the "Notice for Maintenance") and (b) the lapse of the cure period without the remedy of the maintenance failure, shall have the right but not the obligation to maintain, repair and make safe the Deficient Common Properties (that is, only the Deficient Common Properties and not all Common Areas and Common Facilities). If the Deficient Common Properties are not Commonly Maintained Areas and have not otherwise been accepted for maintenance by the Association, and in the event the Town performs such maintenance obligations, the Town shall have the right to recover the Town's costs of maintaining, repairing and making safe the Deficient Common Properties from the Owner, on whose Parcel the Deficient Common Properties are located, pursuant to the terms of the Zoning Ordinance and the Town's Laws. If the Deficient Common Properties are Commonly Maintained Areas or have otherwise been accepted for maintenance by the Association, and in the event the Town performs such maintenance obligations, the Town shall have the right to payment from the Association and, if necessary to recover the amounts due to the Town, to collect and enforce the payment of delinquent Assessments for the maintenance, repair, replacement or care of

the Deficient Common Properties. In addition or in the alternative, the Town may levy an assessment upon each Parcel within the Property on a pro rata basis, determined in accordance with Article III of the Declaration, for the reasonable cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Parcel against which each assessment is made. The payment of any such assessments and liens shall be deemed an obligation of each Owner just like the obligations identified in this Declaration. Nothing contained herein is intended to, nor shall it be interpreted as or deemed to, waive, limit or restrict the Town's authority and ability to enforce its ordinances regarding the maintenance and/or repair of Common Areas and Common Facilities and pursue any remedies available to the Town under Texas law.

During any period that the Town assumes the obligation to maintain any Deficient Common Properties, neither the Owner of the Parcel on which such Deficient Common Properties are located nor the Association shall have any authority with respect to the performance of such maintenance on the Deficient Common Properties. The right and authority of the Town to maintain such Deficient Common Properties shall cease and terminate when the Owner or the Association, as applicable, shall present to the Town reasonable evidence of the willingness and ability of the Owner or the Association, as applicable, to resume maintenance of the Deficient Common Properties. The Town acknowledges that the Association is obligated to maintain only the Commonly Maintained Areas and such other areas for which the Association has otherwise agreed to assume such responsibility. In the event the Town assumes the duty of performing the maintenance obligations of an Owner or the Association as provided in this Section 13.6, then the Town, its agents, representatives and employees, shall have the right of access, ingress and egress to and over Common Areas and Common Facilities for the purpose of maintaining and preserving the Deficient Common Properties, and **in no event and under no circumstances, shall the Town be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or omissions (excluding, however, malfeasance and gross negligence) relating in any manner to maintaining and preserving such Deficient Common Properties. Neither shall the Town be deemed or assumed to be an owner or insurer of such Deficient Common Properties, it specifically being and remaining the responsibility of the Association and/or any Owner to adequately maintain, to warn of dangerous conditions, if any, when necessary, and to make Common Areas and Common Facilities safe when necessary in accordance with the provisions of Texas law.**

13.7. Conflicts.

(a) To the extent that this Declaration conflicts with any provision of the Zoning or the Town's Code of Ordinances, the Zoning and the Town's Code of Ordinances shall control.

(b) To the extent that any provision in this Article XIII conflicts with any other provision in this Declaration, the provisions of this Article XIII shall control.

3. Section 9.1 regarding Duration. Section 9.1 of the Declaration is amended by the addition of the following sentence to the end of said provision:

Notwithstanding the foregoing, as set forth in Article XIII of this Declaration, any instrument purporting to abolish this Declaration or terminate the Association shall not be effective unless the Town approves said instrument in writing in advance of any vote thereon.

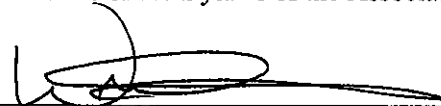
4. Section 9.2 regarding Amendment. Section 9.2 of the Declaration is amended by the addition of the following provision:

(d) Notwithstanding anything to the contrary herein, as set forth in Section 13.5 of this Declaration the provisions of Article XIII may not be amended or deleted from this Declaration without the prior written consent of the Town, and any amendment of Section 1.2 regarding the definitions of "Common Areas," "Common Equipment and Furnishings," "Common Facilities," "Common Irrigation Systems," and "Commonly Maintained Areas" as well as any amendment to Sections 1.4, 1.6, 4.3(xvi), 4.3(xvii) or 4.3(xviii) or Sections 8.2 or 8.3 of this Declaration pertaining to the obligations of the Owners and the Association to maintain Common Areas and Common Facilities shall require the prior written approval of the Town.

CERTIFICATION

The undersigned, being the Secretary of River Walk Association, Inc., a Texas non-profit corporation, hereby certifies that this written amendment to the Declaration has been approved by a Majority Vote of the Members taken in accordance with the terms of the Bylaws of the Association.

Date: 3-22-10



William P. Resch, Secretary

EXECUTED as of the date first set forth above.

DECLARANT:

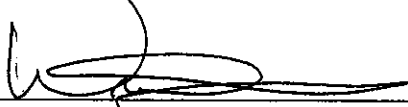
FLOWER MOUND CBD, LTD.,

a Texas limited partnership

By: Flower Mound CBD Management, L.L.C.,

a Texas limited liability company,

its General Partner

By: 

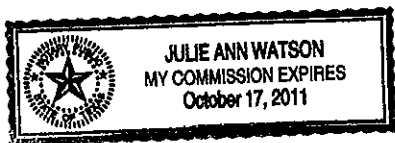
William P. Resch, Senior Vice President

ACKNOWLEDGMENTS

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on March 22 2010, by William P. Resch, the Secretary of River Walk Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



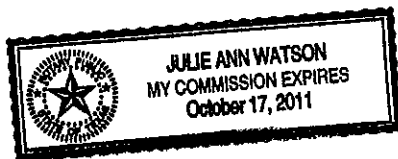
Julie Ann Watson

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on March 22 2010, by William P. Resch, Senior Vice President of Flower Mound CBD Management, L.L.C., a Texas limited liability company and the constituent general partner of Flower Mound CBD, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Julie Ann Watson

Notary Public, State of Texas

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