

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR WHITTIER HEIGHTS

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF TARRANT

§

WHEREAS, Broadland Limited Partnership, a Texas limited partnership (the "Declarant"), then being the owner of Lots 1 through 45 of Block A, Lots 1 through 11 of Block B, Lots 1 through 16 of Block C, Lots 1 through 21 of Block D, and Open Space Lots 46-X through 50-X of Block A, 12-X and 13-X of Block B, 17X of Block C and 22-X of Block D in Whittier Heights, an Addition (the "Addition") to the City of Colleyville, Texas (the "City") according to the plat thereof recorded in Cabinet A, slides 8667 and 8668 of the Plat Records of Tarrant County, Texas (the "County") filed that certain Declaration of Covenants, conditions and Restrictions for Whittier Heights executed August 25, 2003 (as heretofore amended, the "Declaration"), record in Volume 17239, Page 306 of the Deed Records of Tarrant County, Texas; as subsequently amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Whittier Heights dated October 7, 2003 recorded October 10, 2003 in Volume 17295, Page 41 of the Deed Records of Tarrant County, Texas; as subsequently amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Whittier Heights dated November 9, 2006 and recorded November 20, 2006 as Instrument #D206366537 in the Real Property Records, Tarrant County, Texas as subsequently corrected by instrument recorded January 29, 2007 as Instrument D207031983; as subsequently amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Whittier Heights dated April 20, 2007 and recorded April 23, 2007 Instrument D207140009 in the Real Property Records, Tarrant County, Texas; as subsequently amended by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Whittier Heights dated June 22, 2007 and recorded July 17, 2007 Instrument D207249081 in the Real Property Records, Tarrant County, Texas; as subsequently amended by the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Whittier Heights dated October 16, 2008 and recorded October 16, 2008 Instrument D208397305 of the Real Property Records, Tarrant County, Texas; as subsequently amended by the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Whittier Heights dated May 4, 2009, and recorded May 5, 2009 Instrument D209118950 of the Real Property Records, Tarrant County, Texas as subsequently corrected by instrument recorded JUNE 15, 2009 as Instrument D209155089 and

WHEREAS, Article 5.15 of the Declaration as amended provides that until the sale by Declarant of the total number of lots in the Addition to entities unrelated to Declarant, Declarant may amend the Declaration in whole or in part; and

WHEREAS, as of the date hereof, Declarant has not sold the total number of lots in the Addition to entities unrelated to Declarant; and

WHEREAS, Declarant desires to amend the Declaration;

NOW, THEREFORE, Declarant adopts the following amendments to the Declaration, as amended, to wit:

Article II "ARCHITECTURAL CONTROL" is hereby amended by amending Section 2.2 "Successors" to read as follows:

Section 2.2 Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, Declarant may appoint a successor member. Declarant shall have full authority to designate and appoint a successor. Until Relinquishment, for services performed, all Committee members shall be entitled to receive, from some or all of the Committee Review Fee (defined herein below), fair compensation and reimbursement of expenses incurred in the execution of their duties, pursuant to this Declaration, as amended. However, no member of the Committee shall be liable for claims, cause of action or damages arising out of services performed or not performed, pursuant to this Declaration, as amended.

Article II "ARCHITECTURAL CONTROL" is hereby amended by amending Section 2.3 "Authority" to read as follows:

Section 2.3 Authority. No dwelling structure, garage, outbuilding, fence, wall, landscaping (including tree removal, exterior lighting, sculpture and other outdoor art, and outdoor recreational equipment), excavation or grading, flatwork (sidewalks, driveways, patios, and porches), or other improvements shall be commenced, erected, placed, maintained or altered on any lot, including an Open Space lot or right-of-way adjacent thereto, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all construction and landscaping plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee which may consider and decide upon:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Addition; and
- (c) the other standards set forth within this Declaration (and any amendments hereto), including the Standards described in Section 2.5 herein below, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

The Committee is authorized and empowered, but not obligated, to consider, review, disapprove and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely or positively affect the living enjoyment of one or more lot owners or the general value of lots in the Addition and, pursuant thereto, the Committee may require the submission of plans and specifications therefore prior to the commencement, or during the process, of such.

construction or landscaping, and the Committee may require the submission of "as-built" plans and specifications according to reasonable criteria that it establishes.

The Committee is authorized and empowered to require a meeting of the lot owner and lot owner's builder, house designer, and landscape designer with the Committee as a whole or with a designated Committee member for the purpose of considering at lot owner's lot A. lot conditions and B. creating plans and specifications, the plans and specifications submittal and review process, and C. monitoring construction and landscaping.

The Committee is authorized and empowered to require one or more meetings, but no more than reasonably necessary, of the lot owner and lot owner's representative, as well as lot owner's builder, house designer, landscape designer with the Committee as a whole or with a designated Committee member for the purpose of reviewing construction and landscaping in place and materials used vis a vis approved plans and specifications, and for the purpose of review of "as-built" plans and specifications versus work in place and specifications following completion of construction and landscaping.

Article II "ARCHITECTURAL CONTROL" is hereby amended by amending Section 2.4 "Procedure for Approval" to eliminate the following sentence:

The Committee is authorized to require that payment by lot owners of a review fee (the "Committee Review Fee") be made to the Committee or to its consultants, who may be members of the Committee, which payment shall accompany each set of plans and specifications submitted to the Committee for review.

and to replace it with the following sentence:

Declarant and the Committee, in their sole discretion, are each authorized to require that lot owners pay a review fee (the "Committee Review Fee") in whole to, or partially among, any of Declarant, the Association, or its consultants, who may be members of the Committee, which payment shall accompany each set of plans and specifications submitted to the Committee for review.

Article IV "ASSESSMENTS" is hereby amended by amending Section 4.4 "Individual Special Assessment" to read as follows:

In the event that any Owner is reasonably deemed by the Committee, Declarant, or the Association president, to have violated any provision in this Declaration, such Owner shall be notified in writing by the Association (without necessity of a vote of the Board of Directors), by the Committee, or by Declarant of said violation(s) and shall be assessed \$50.00 per day that the violation exists, continuing from the date of said written notification until the date that such violation(s) is cured, as reasonably determined by the Committee. The accrued amount of Individual Special Assessment shall be payable monthly to the Association on the fifth (5th) day of the following month. At its sole option and in its sole discretion, the Declarant or the Association may, upon receiving a written request, waive all or a portion of the Individual Special Assessment set forth in this Section 4.4."

Article IV "ASSESSMENTS" is hereby amended by amending the first sentence of the second paragraph of Section 4.6 "Remedies of Declarant and/or Association" to read as follows:

If an assessment is not paid within fifteen (15) days after its due date, the assessment shall be increased by a late charge of \$100.00 and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot against which such assessment is made, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys fees to be fixed by the court, together with the cost of the action.

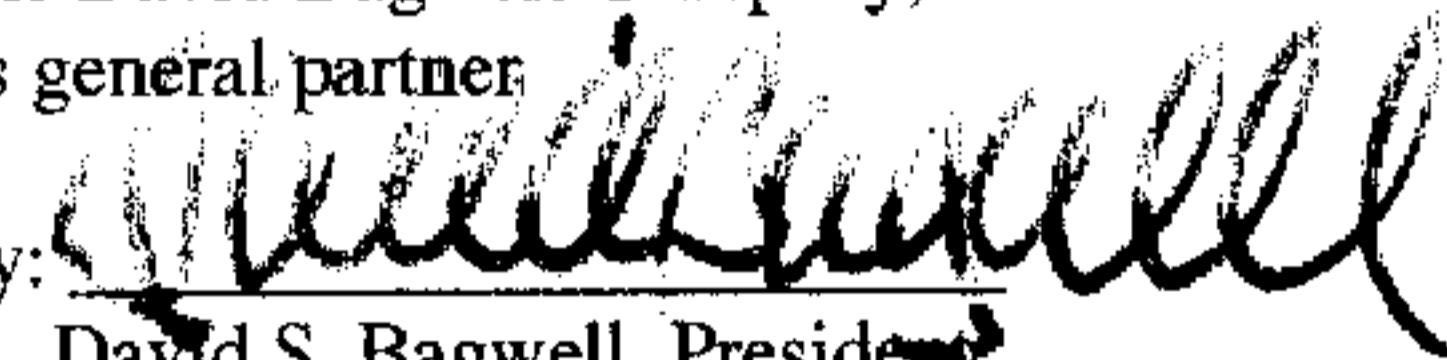
Except as specifically set forth herein above, the Declaration is unchanged and shall remain in full force and effect and shall govern the Addition.

Executed this 15th day of June, 2009.

DECLARANT:

BROADLAND LIMITED PARTNERSHIP

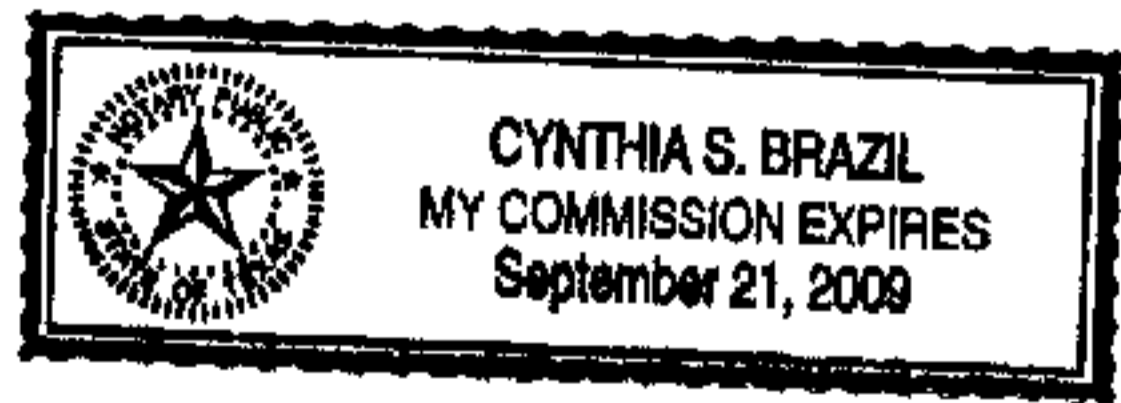
By: The David Bagwell Company,
Its general partner

By: 
David S. Bagwell, President

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 15th day of June, 2009, by David S. Bagwell, in his capacity as the President of The David Bagwell Company, a Texas Corporation, on behalf of said corporation in its capacity as general partner of Broadland Limited Partnership, a Texas limited partnership, on behalf of such partnership.



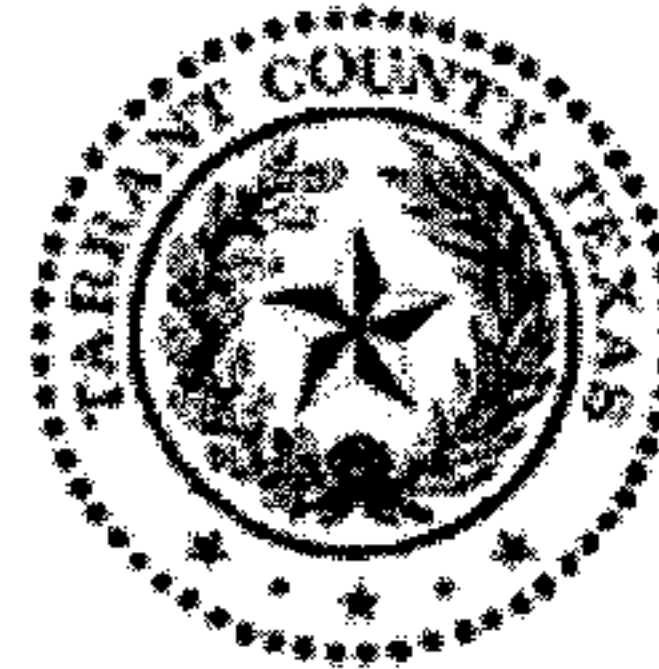


Return to:
Broadland L.P.
P.O. Box 1672
Columbiana, TX 76034

BROADLAND LP
P O BOX 1672

COLLEYVILLE TX 76034

Submitter: BROADLAND LP



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/15/2009 10:15 AM
Instrument #: D209158089
OPR 5 PGS \$28.00

By: 



D209158089

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.

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