

**ASSESSMENTS AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR
PROVIDENCE**

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

This ASSESSMENTS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, FOR PROVIDENCE ("Assessments Amendment") is made effective as of the date of recordation of this instrument in the Real Property Records of Denton County, Texas.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Providence, dated June 10, 2002, was recorded June 12, 2002, as Instrument Number 2002-R0073755 in Volume 5105, Page 2787, Real Property Records, Denton County, Texas, as amended and supplemented (collectively, the "Declaration").

B. Amendments and supplements to the original Declaration are as described in that certain Ratification, Notification & Amendment of Declaration recorded December 19, 2006, as Instrument Number 2006-153952 in the Real Property Records of Denton County, Texas.

C. The Declaration imposed certain covenants, restrictions, easements, conditions, stipulations, and reservations (collectively the "Restrictions") on land described therein and comprising the Providence development.

B. Section 7.1, as clarified by the Ratification, Notification & Amendment of Declaration, states the requirements for the amendment of the Declaration.

D. The Association, joined herein by the Declarant, make the following amendments to the Declaration in compliance with the provisions of the Section 7.1 thereof.

NOW, THEREFORE, pursuant to the provisions of §3.08 and §3.03(b) of the Declaration and under the authority of §9.02 thereof, the Declaration is hereby amended as follows:

1. Section 10.3 Basis and Amount of Annual Assessment is hereby amended and restated as follows:

Section 10.3 Annual Assessments. Annual assessments are based on the annual budget. Each lot is liable for its equal share of the annual budget. If the Board does not approve an annual budget or fails to determine new annual assessments for any year, or delays in doing so, owners will continue to pay the annual assessment as last determined. If during the course of a year the Board determines that annual assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Increases or decreases in the rate of annual assessments are determined by the Board and do not require amendment of this Declaration.

2. Section 10.10 Effect of Nonpayment of Assessments. is hereby amended and restated as follows:

Section 10.10 Effect of Nonpayment of Assessments. An assessment is delinquent if the Association does not receive payment in full by the assessment's due date. The Association acting through the Board, is responsible for taking action to collect delinquent assessments. The Association's exercise of its remedies is subject to applicable laws, such as Chapter 209 of the Texas Property Code, and pertinent provisions of the Declaration and Bylaws. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution of all other rights and remedies which the Association may have:

10.10.1 Interest. Delinquent assessments are subject to interest from the due date until paid at a rate to be determined by the Board from time to time, not to exceed the less of 18 percent or the maximum permitted by law. If the Board fails to establish a rate, the rate is 15 percent per annum.

10.10.2 Late Fees. Delinquent assessments are subject to reasonable late fees at a rate to be determined by the Board from time to time.

10.10.3 Costs of Collection. The owner of a Lot against which assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent assessments, including attorneys fees and

processing fees charged by the manager.

10.10.4 Acceleration. If an Owner defaults in paying an assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting Owner. The entire unpaid balance of the assessment becomes due on the date stated in the notice.

10.10.5 Suspension of Use and Vote. If an Owner's account has been delinquent for at least 30 days, the Association may suspend the right of the delinquent Owner and residents of said Owner's home to use Association's facilities and enjoy common services during the period of delinquency. The Association may also suspend the right to vote which is appurtenant to the Lot. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay assessments.

10.10.6 Money Judgment. As provided elsewhere in this Declaration, the Association may file suit seeking a money judgment against an Owner delinquent in the payment of assessments, without foreclosing or waiving the Association's lien for assessments.

10.10.7 Notice to Mortgagee. The Association may notify and communicate with the holder of any lien against a Lot regarding the Owner's default in payment of assessments.

10.10.8 Foreclosure of Assessment Lien. As provided elsewhere in this Declaration, the Association may foreclose its lien against the Lot by judicial or nonjudicial means.

10.10.9 Application of Payments. The Board may adopt and amend policies regarding the application of payments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's policy may provide that endorsement and deposit of payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Lot's account.

3. Effect of Amendment. Any provisions of the Declaration or any other dedicatory instrument of the Association which may conflict with this Amendment are hereby amended and shall be governed hereby. All other covenants, restrictions, easements, conditions, stipulations and reservations not in conflict herewith shall remain in full force and effect.

SIGNED AND ACKNOWLEDGED BY THE ASSOCIATION

SIGNED on the 27 day of August, 2008.

ASSOCIATION:

**PROVIDENCE HOME OWNERS
ASSOCIATION, INC,
A Texas non-profit corporation**

By: Elvio P. Brun
Name: Elvio P. Brun
Title: _____

STATE OF TEXAS

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§
§

COUNTY OF DENTON



This instrument was acknowledged before me on this 27 day of August, 2008, by Elvio P. Brun, _____ of Providence Home Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Roxanne M. Cabrera
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:
Premier Communities Management Company
2711 North Haskell, Suite 2650
Dallas, Texas 75204**

**THIS STAMP IS FOR SCANNING
PURPOSES ONLY.**

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2008 00094993

Instrument Number: 2008-94993

As

Recorded On: August 28, 2008

Amendment

Parties: PROVIDENCE HOMEOWNERS ASSOCIATION INC

Billable Pages: 7

To

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	35.00
Total Recording:	35.00

SEP 10 2008

***** DO NOT REMOVE. THIS PAGE IT 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: 2008-94993
Receipt Number: 517231
Recorded Date/Time: August 28, 2008 04:16:06P

Record and Return To:

PREMIER COMMUNITIES MANAGEMENT COMPANY
2711 NORTH HASKELL STE 2650
DALLAS TX 75204

User / Station: H Dunn - Cash Station 4



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