

2015 IDLEWILDE DEED RESTRICTION AMENDMENTS

Approved By Property Owner Vote On April 25, 2015

Removed the following Paragraph from Article II, Item 1:

(b) Any lot owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restriction, or alleging that the Association, or any director, officer and/or agent of the Association, shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.

Removed the following Paragraph from Article III, Item 1:

(b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, for any period during which any assessment against his Lot or any other sum due the Association by him remains unpaid; and. for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

Restated Article V, Item 4 to read:

4. Special Assessments for Capital Improvement: In addition to the annual maintenance fee authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of a majority of the property owners.

Restated Article VIII, Item 5, Paragraph 1 to read:

5. Type of Living Unit: No building shall be erected, altered or placed on any Lot other than detached single family dwellings or not less than one thousand five hundred (1,500) square feet exclusive of porches and garages. Each new construction will include an enclosed garage, either attached or detached.

Restated Article IX, Item 1 to read:

1. General: The Association shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of any common or reserved area, for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of 10 years after the date this Declaration of Covenants, Conditions and Restrictions is filed of record in the Deed Records of Polk County, Texas, regardless of whether at such time the Association has title to the land within the easement(s). Thereafter, the Association shall have the power and authority to grant such easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise.