

FIRST SUPPLEMENT TO NOTICE
OF
FILING OF DEDICATORY INSTRUMENTS
FOR
REATA RANCH

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

THIS FIRST SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR REATA RANCH (this "First Supplement") is made this 13 day of Oct, 2009, by the Fort Worth Reata Ranch Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, Centex Homes, a Nevada general partnership (the "Declarant"), recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Reata Ranch" on or about July 13, 2006, as Instrument No. D206212327 of the Real Property Records of Tarrant County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about August 14, 2006, the Association filed a Notice of Filing of Dedicatory Instruments for Reata Ranch under Instrument No. D206251031 of the Real Property Records of Tarrant County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice to record the dedicatory instrument attached hereto as *Exhibit "I"* and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as *Exhibit "I"* is hereby filed of record in the real property records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Supplement to be executed by its duly authorized agent as of the date first above written.

FORT WORTH REATA RANCH HOMEOWNERS'
ASSOCIATION, a Texas non-profit corporation

By: 
Its: President

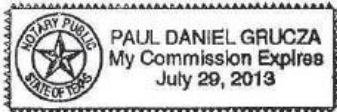
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Clint Vincent, Resident of the Fort Worth Reata Ranch Homeowners' Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 12 day of Oct 2009, 2009.

Paul Daniel Grucza
Notary Public, State of Texas



7/29/13
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

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EXHIBIT "I"

Assessment Collection Policy

FORT WORTH REATA RANCH HOMEOWNERS' ASSOCIATION

ASSESSMENT COLLECTION POLICY

WHEREAS, the Association is authorized pursuant to Article IV of the Declaration of Covenants, Conditions, and Restrictions for Reata Ranch (the "Declaration") to levy assessments against Owners of Lots located within Reata Ranch, a planned community located in Fort Worth, Tarrant County, Texas (the "Development"), and to establish the amount of annual assessments and any late charge to be levied; and

WHEREAS, in order to establish the due dates and late charge amounts and in order to encourage Owners to promptly pay their assessment obligations and to comply with the Declaration and laws governing collection procedures, the Board of Directors (the "Board") finds it is beneficial to the Association to establish policies and procedures regarding the collection of assessments that remain unpaid beyond the prescribed due dates.

NOW, THEREFORE, IT IS RESOLVED that the following policies, procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the "Assessment Collection Policy" (the "Policy") for the Association:

1. Policy Objectives. The Association will pursue collection of all assessments and related costs, including Annual Assessments, Special Assessments and Specific Assessments, in the most expedient and cost-effective manner possible, subject to the provisions of the Declaration and this Policy. The Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to accomplish the foregoing objectives.

2. Ownership Interests. The person who is the Owner of a Lot as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Lot only if expressly assumed by them. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

3. Due Dates. Annual Assessments are due and payable semi-annually on January 1 and July 1 of each year or as otherwise determined by the Board. The due date for a Special Assessment or Specific Assessment shall be set by the Board, but in no event shall it be sooner than thirty (30) days after such notice is delivered to the Owner. Where the invoice is placed into the care and custody of the United States Postal Service, the invoice shall be deemed to have been delivered as of the third (3rd) calendar day following the date of the postmark of such invoice. The due date for any assessment shall be collectively referred to in this Policy as the "Due Date". Any assessment which is not paid in full within ten (10) days after the Due Date is delinquent (the "Delinquency Date") and shall be assessed late fees, handling charges and interest as provided in Paragraphs 5 and 6 below.

4. Default Letter. If an assessment has not been paid within ten (10) days after the Due Date, the Association may send a notice (referred to as the "Default Letter") to the Owner making formal demand for payment of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and will, at a minimum, include the following information: The unpaid assessments, late charges, interest, and collection costs claimed to be due.

5. Interest and Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner at the rate of eighteen percent (18%) per annum and shall accrue from the Due Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, a late charge in the minimum amount of \$25.00 shall be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval, increase the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

6. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 6 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

7. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an

address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

8. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

9. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of the Default Letter (as provided for above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as set out in the Declaration. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein.

10. Non-judicial foreclosure. When the Board has directed that the collection action to be taken is non-judicial foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate non-judicial foreclosure of the Lot, pursuant to Texas law. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

11. Judicial Foreclosure/Personal Judgment. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and/or for foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's fees and costs.

12. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt)

enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. The Association may also establish an automatic debit program and an on-line payment system for payment of assessments. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at its corporate office.

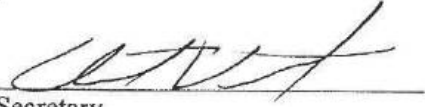
13. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

14. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended; however, in the event any Texas or federal statute is adopted which conflicts with this Policy, such statute will control.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Oct 12, 2009, and has not been modified, rescinded or revoked.

DATE: 10-12-2009


Secretary

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