

**NINTH SUPPLEMENTAL NOTICE  
OF  
FILING OF DEDICATORY INSTRUMENTS  
FOR  
WILLOW BEND LAKES**

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

**THIS NINTH SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WILLOW BEND LAKES** (the "Ninth Supplemental Notice") is made this 5<sup>th</sup> day of August, 2013, by Willow Bend Lakes Homeowners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Willow Bend Lakes Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), adopted and recorded an instrument entitled "Third Amended Declaration of Covenants, Conditions and Restrictions for Willow Bend Lakes" (the "Third Amended Declaration"), filed of record on January 16, 2003, at Volume 5337, Page 4570 *et seq.*, of the Deed Records of Collin County, Texas; and

**WHEREAS**, the Third Amended Declaration repealed, replaced and superseded the "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willow Bend Lakes, a Village of Willow Bend and for Willow Bend Lakes Homeowners Association, Inc.", filed of record on September 10, 1996, under Instrument No. 96-0077497 of the Deed Records of Collin County, Texas (the "Second Restated 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 May 7, 2003, the Association filed a Notice of Filing of Dedicatory Instruments for Willow Bend Lakes at Volume 5412, Page 005032 *et seq.*, of the Deed Records of Collin County, Texas (the "Notice"); and

**WHEREAS**, on or about December 8, 2003, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Willow Bend Lakes at Volume 05560, Page 03344 *et seq.*, of the Deed Records of Collin County, Texas (the "First Amendment to Notice"); and

**WHEREAS**, on or about July 12, 2005, the Association filed a [First] Supplemental Notice of Filing of Dedicatory Instruments for Willow Bend Lakes at Volume 5958, Page 00880 *et seq.*, of the Deed Records of Collin County, Texas (the "[First] Supplemental Notice"); and

**WHEREAS**, on or about November 3, 2005, the Association filed a Second Supplemental Notice of Filing of Dedicatory Instruments for Willow Bend Lakes at Volume 6038, Page 02053 *et seq.*, of the Deed Records of Collin County, Texas (the "Second Supplemental Notice"); and

**WHEREAS**, on or about July 7, 2006, the Association filed a Third Supplemental Notice of Filing of Dedicatory Instruments for Willow Bend Lakes as Clerk's Instrument No. 20060707000936880 of the Deed Records of Collin County, Texas (the "Third Supplemental Notice"); and

**WHEREAS**, on or about December 23, 2008, the Association filed a Fourth Supplemental Notice of Filing of Dedicatory Instruments for Willow Bend Lakes as Clerk's Instrument No. 20081223001444290 of the Deed Records of Collin County, Texas (the "Fourth Supplemental Notice"); and

**WHEREAS**, on or about January 26, 2010, the Association filed a Fifth Supplemental Notice of Filing of Dedicatory Instruments for Willow Bend Lakes as Clerk's Instrument No. 20100126000083530 of the Deed Records of Collin County, Texas (the "Fifth Supplemental Notice"); and

**WHEREAS**, on or about November 10, 2010, the Association filed a Sixth Supplemental Notice of Filing of Dedicatory Instruments for Willow Bend Lakes as Clerk's Instrument No. 20101110001232160 of the Deed Records of Collin County, Texas (the "Sixth Supplemental Notice"); and

**WHEREAS**, on or about November 17, 2010, the Association filed a Seventh Supplemental Notice of Filing of Dedicatory Instruments for Willow Bend Lakes as Clerk's Instrument No. 2010111001257040 of the Deed Records of Collin County, Texas (the "Seventh Supplemental Notice"); and

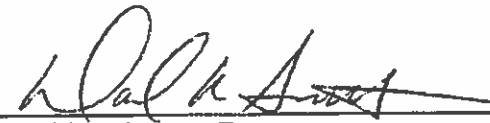
**WHEREAS**, on or about December 21, 2011, the Association filed an instrument incorrectly entitled Sixth Supplemental Notice of Filing of Dedicatory Instruments for Willow Bend Lakes as Clerk's Instrument No. 20111221001381580 of the Deed Records of Collin County, Texas, which instrument is now to be known as the "Eighth Supplemental Notice"; and

**WHEREAS**, the Association desires to further supplement the Notice by adding the dedicatory instrument(s) attached hereto as Exhibit "A" and incorporated herein by reference.

**NOW, THEREFORE**, the dedicatory instrument(s) attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

**WILLOW BEND LAKES HOMEOWNERS ASSOCIATION, INC.,**  
a Texas non-profit corporation

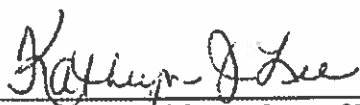
By:   
David A. Surratt, Esq.  
Riddle & Williams, P.C.  
Attorneys for Willow Bend Lakes Homeowners Association, Inc.

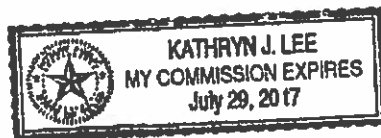
**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
   §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Surratt, Esq. of the law firm of Riddle & Williams, P.C. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5<sup>th</sup> day of August, 2013.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_



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**EXHIBIT "A"**

**DEDICATORY INSTRUMENT**

1. Architectural Standard Bulletin: Construction Completion Requirements for Major Construction Projects (adopted 7/22/2013)

**AFTER RECORDING, RETURN TO:**

Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219

**WILLOW BEND LAKES HOMEOWNERS ASSOCIATION, INC.**  
**Architectural Control Committee**

**ARCHITECTURAL STANDARDS BULLETIN**  
**CONSTRUCTION COMPLETION REQUIREMENTS FOR**  
**MAJOR CONSTRUCTION PROJECTS**

**Adopted: 07/22/2013**

The intent of this Architectural Standards Bulletin is to provide for the timely completion of a Major Construction Project and to promote good communication between the Lot Owner and the ACC. The approach is to proactively address the issues of construction, remodeling and/or other projects subject to ACC approval that extend beyond a reasonable time period for completion and/or that could potentially present an aesthetic detraction and annoyance for neighboring property owners. For the purpose of this bulletin, "Major Construction Projects" are defined as modifications to the exterior of the house that will take longer than one (1) calendar month to complete and/or cost greater than \$100,000. Examples include, but are not limited to, the tear-down of an existing house, a significant addition to an existing house, or the construction of a new house on a vacant property.

**Time Frame for Completing Construction:**

Part of the ACC project submission and approval process includes a projected time frame for the project to be completed. Work must have an estimated completion date that is approved by the ACC. Depending upon the scope of the project, or if the project duration is in excess of four (4) months, the ACC shall have the discretion to establish dates that certain phases or milestones of a project must be completed prior to final completion of an ACC-approved project.

If the project or established milestones are not completed in a timely manner or if delays become apparent, the Lot Owner must inform the Management Company and the ACC by email within ten (10) calendar days of discovery so that a reasonable adjustment of the approved completion date(s) can be considered by the ACC; provided, however, that the ACC shall have the discretion to determine whether an adjustment in the deadline as originally approved will be granted. If an extended delay will result in an unreasonable annoyance to neighboring property owners, the ACC may require the contractor to minimize the impact by bussing the workers to the site, limiting the working hours, or other such actions as deemed necessary by the ACC. It is understood that contractor schedules may be beyond the homeowner's control and will be taken into consideration when reviewing a request for extension.

Changes to the contractor's schedule that do not fundamentally change the overall scope and completion date should be communicated to the Management Company and the ACC by email within ten (10) calendar days of discovery. It is understood that contractor schedules may be beyond the homeowner's control and will be taken into consideration when reviewing a request for a change to the contractor's schedule.



Continuous progress must be visible. Projects shall not be started then abandoned for an extended period of time not to exceed thirty (30) calendar days. It is understood that homeowners work during the week and, for some, the "do-it-yourself" projects may only be possible on weekends. It is also understood that when a building permit is involved, the homeowner may have no control over the inspection time line. However, the ACC shall have the discretion to communicate with an owner if it appears that the project is not proceeding in a timely and diligent manner for the scope of the project.

Approval for projects that are not begun or completed as specified above and as approved by the ACC will expire and the applicant must either: (i) resubmit the proposal, or (ii) submit a written request for extension to the ACC.

All construction shall be performed in a diligent manner and in a manner to avoid unreasonable interference with the use and enjoyment of all neighboring properties.

The builder/contractor and Lot Owner must abide by all Association design rules when proposing the construction of a new home or the remodeling of an existing home, including but not limited to, sections 9.03 "Minimum Floor Space" and 9.06 "Setback Requirements" of the Willow Bend Lakes Covenants.

All projects must comply with applicable Ordinances and Building Code requirements of the City of Plano with regard to construction completion.

Penalties for unapproved delays and/or abandonment of a project that was approved by the ACC are addressed below.

**Construction Escrow Deposit:**

a. The Owner of a Lot shall not allow construction of a dwelling or a renovation project to the exterior of his/her residential dwelling to commence until the Owner posts a refundable deposit of Ten Thousand and No/100 Dollars (\$10,000) (the "Construction Deposit") with the Association. The Construction Deposit is to be made by the Owner, rather than the builder/contractor (unless the Owner of record is the builder).

b. The Construction Deposit shall be held by the Association as security for the repair of any Common Areas or private property damaged during the course of construction, renovation and/or landscape installation, and to insure the daily removal of dirt and debris during construction/renovation.

c. Should the builder/contractor accrue any fines during the project, the amount of the fine will be deducted from the Construction Deposit. The Owner will be required to replenish the amount deducted from the Construction Deposit within fifteen (15) calendar days of incurring the fine or deduction or be subject to the remedies for non-payment as set forth herein. The Owner shall replenish the Construction Deposit to the original \$10,000.00.

d. Should the builder/contractor fail to satisfactorily and promptly replace or repair any damage or comply with any other rule of construction adopted by the Association, after having received a written request from the Association to do so, the Association may affect the repair, replacement or cleanup and deduct the expense from the Construction Deposit. If the amount of the Construction Deposit is insufficient to reimburse the Association for the full cost of such repair, replacement or cleanup, any such deficiency shall be charged to the Lot Owner.

e. The Association may deposit the Construction Deposit funds into an account belonging to the Association. Any interest accrued shall be the property of the Lot Owner.

f. When all construction is complete, including landscaping, the builder/contractor must request a compliance inspection by the Association. The Association will assign an appropriate representative to inspect the project for compliance with the approved plans. If the site is in compliance, the Association will return the Construction Deposit and any accrued interest to the owner and provide the Lot Owner with a certificate stating that the project is in compliance. If the site is not in compliance, the Association will submit a letter to the Lot Owner and to the builder/contractor identifying the deviations from the approved plans. Within five (5) business days, the Lot Owner and the builder/contractor shall submit a written plan and schedule for bringing the property into compliance. At the sole discretion of the Association Board of Directors and/or Architectural Control Committee, a variance may be granted. Any unapproved deviation from plans approved by the Association may result in fines.

g. The Construction Deposit will not apply to construction that has been approved by the Association prior to the effective date of this Construction Site Policy.

**Applicant's Meeting with the Association Board of Directors:**

To foster communications between the Lot Owner and the Association concerning the Owner's project, to improve the Board of Directors' understanding of the project, and to minimize potential issues during the project, the ACC shall have the discretion to require the applicant to meet with the Association Board of Directors during one of the Board's monthly meetings. Depending upon the timing of the ACC's approval of the Owner's application and the dates of the monthly Board meetings, the ACC application may be marked approved "subject to" the Owner meeting with the Board of Directors.

The foregoing Architectural Standards Bulletin was adopted at a meeting of the Board of Directors on 22 July, 2013, and is hereby made a part of the Minutes of said meeting, and shall be effective as of the date the Bulletin is recorded in the Real Property Records of Collin County, Texas.

Date: 31 July, 2013 By:   
Joel Crouch, Secretary

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Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
08/05/2013 12:52:54 PM  
\$44.00 BCAFENDER  
20130805001098270

A handwritten signature in cursive script, appearing to read "Stacey Kemp".