

**FIRST AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS**

**DOGWOOD PARK**

STATE OF TEXAS       §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH     §

THIS FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR DOGWOOD PARK (the "Declaration") is made and entered into by DOGWOOD PARK LLC, a Texas limited liability company (the "Developer").

WHEREAS, the following lots are subject to the Declaration of Covenants, Conditions & Restrictions for DOGWOOD PARK filed on March 19, 2025 under Clerk's File No. 202501007879, in the Office of the County Clerk of Smith County, Texas, being more particularly described as follows, to-wit:

All that certain lot, tract or parcel of land being all of Lots 1-E, 1-F and 2-D N.C.B. 1482 of the Dogwood Park Plat, Fourth Amendment, an amending replat of JAMR Addition, recorded in Smith County, Texas in Cabinet F, Slide 56-D of the Plat Records of Smith County, Texas.

WHEREAS, the Declaration states in Article 11, Section 11.1 "Consents Required. Except as otherwise provided by this Declaration, certain amendments may be executed by Declarant alone or by the Board alone";

WHEREAS, the Declarant is the majority Owner of the property; and

WHEREAS, the undersigned Declarant and the property owners, John B. Goodgame and Savannah Goodgame, desire to modify and amend the Declaration as set forth herein for the above-described property;

NOW, THEREFORE, for good and valuable consideration, the undersigned and property owners do hereby amend the Declaration as follows:

Article 1, Definitions, will add the following paragraph:

**1.27 "Unit"** means a separate residence within a multi-family Lot.

Article 5, Paragraph 5.2, Personal Obligation, will be amended as follows:

**5.2 PERSONAL OBLIGATION.** An Owner is obligated to pay its pro rata share of the Assessments levied by the Board against the Owner, or in the case of a multi-family Lot, per Unit. Each Owner's pro rata share shall be determined by dividing the total number of Lots and/or Units (in the case of a multi-family lot) owned by such Owner by the total number of Lots and Units to be developed on the Property, which total number of initial Lots is one hundred sixteen (116), which is subject to change up or down. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt itself from its Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of its Lot. An Owner's obligation is not subject to offset by its Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

Article 5, Subjection 5.4.1, Regular Assessments, will be amended as follows:

**5.4.1. Regular Assessments.** Regular Assessments are based on the annual budget. Each Lot and in the case of a multi-family Lot, each Unit are liable for its equal share of the annual budget. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Board determines that Regular 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; commonly referred to as January through December; in an amount that covers the estimated deficiency. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to

Article 5, Subjection 5.4.2, Special Assessments, will be amended as follows:

**5.4.2 Special Assessments.** In addition to Regular Assessments, and subject to Subjection 5.3.3 herein, the Board may levy one or more Special Assessments against all Lots and in the case of a multi-family, each Unit for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds.

Article 5, Subjection 5.4.3, Individual Assessments, will be amended as follows:

**5.4.3 Individual Assessments.** In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot, and in the case of a multi-family Lot, each Unit and its owner. Individual Assessments may include, but are not limited to: insurance premiums for individual building coverage, the use of additional assigned covered parking spaces, interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or its Lot into compliance with the Documents; fines for violations of the Documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit

fewer than all of the Lots and Units which may be assessed according to benefit received; and "pass through; expenses for services to Lots and Units provided through the Association and which are equitably paid by each Lot according to benefit received.

Article 5, Subjection 5.5.1, Improve Lot, will be amended as follows:

5.5.1. Improved Lot. A Lot that has been improved with a Building for which the City of Tyler, Texas issued a certificate of occupancy will at all times thereafter be assessed at the full rate, and in the case of multi-family Lot, each Unit.

Appendix C, Declarant Representations & Reserves, Paragraph C.5 Reserve Fund, will be amended as follows:

**C.5 RESERVE FUND.** Declarant may establish a reserve fund for the Association by collecting contributions, in an amount not to exceed \$300.00 per Lot, or in the case of a multi-family Lot, per Unit, from purchasers when the Lot closes. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. If Declarant establishes the fund, Declarant may not use the fund to defray Declarant's expenses or construction costs, or to cover the Association's budget deficits during the Declarant Control Period.

Appendix C, Declarant Representations & Reserves, Paragraph C.8 Obligation For Assessments, will be amended as follows:

**C.8 OBLIGATION FOR ASSESSMENTS.** Until the Association levies an Assessment against the Lots, or in the case of a multi-family Lot, the Units, Declarant will pay all the expenses of the Property and the Association as they accrue. From the date of the initial Assessment until the end of the Declarant Control Period. Declarant will pay either (1) the rate of Assessment for the non-Declarant Owners on each Lot or Unit owned by Declarant with a developed Building, or (2) the operational expenses of the Association minus the operational expense portion of the Assessments paid by Owners other than Declarant. The Declarant will not use Assessments to defray the cost of capital expenditures.

Appendix E, Areas of Common Responsibility, Maintenance Responsibility Category "A" will be amended as follows:

| COMPONENT OF PROPERTY                                                                                                                  | AREA OF COMMON RESPONSIBILITY                                                    | OWNER RESPONSIBILITY |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------|
| Roofs                                                                                                                                  | All aspects including roof trusses, decking, felt, shingles, and metal flashing. | All aspects.         |
| Roof-mounted attachments.                                                                                                              | None.                                                                            | All aspects.         |
| Exterior vertical walls of buildings, other exterior buildings, other exterior features of buildings not specifically listed in chart. | All aspects.                                                                     | All aspects.         |
| Building foundations, patio slabs, and A/C slabs.                                                                                      | All aspects except those listed under Owner Responsibility.                      | All aspects.         |
| Concrete driveways, parking areas & sidewalks.                                                                                         | All aspects except those listed under Owner Responsibility.                      | All aspects.         |
| Retaining walls.                                                                                                                       | All aspects.                                                                     | All aspects.         |

|                                                                                |                                                                    |                    |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------|
| Signage.                                                                       | All aspects except directional signage and building signage.       | All aspects.       |
| Gutters and downspouts.                                                        | All aspects.                                                       | All aspects.       |
| Yard irrigation system. (sprinkler)                                            | All aspects.                                                       | All aspects.       |
| Exterior light fixtures on buildings.                                          | Fixture only.                                                      | All aspects.       |
| Carports.                                                                      | N/A                                                                | N/A                |
| Skylights.                                                                     | N/A                                                                | N/A                |
| Attics.                                                                        | None.                                                              | All aspects.       |
| Insulation.                                                                    | All Aspects.                                                       | All aspects.       |
| Weather-stripping.                                                             | None.                                                              | All aspects.       |
| Chimneys & Fireplaces.                                                         | N/A                                                                | N/A                |
| Fences and gates around perimeter property, if applicable.                     | All aspects.                                                       | None.              |
| Landing Elements                                                               | N/A                                                                | N/A                |
| Fountain at the common park area.                                              | N/A                                                                | N/A                |
| Surface water drainage systems.                                                | All aspects, including collection drains and drain systems.        | All aspects.       |
| Doors of Buildings                                                             | None                                                               | All aspects.       |
| Windows                                                                        | None                                                               | All aspects.       |
| Water, sewer, electrical lines and systems.                                    | All aspects of lines and system serving the lot.                   | All aspects.       |
| Heating and cooling systems and water heaters.                                 | None                                                               | All aspects.       |
| Intrusion alarms on doors/windows, smoke/heat detectors, monitoring equipment. | None                                                               | All aspects.       |
| Cable for television or internet.                                              | None                                                               | All aspects.       |
| Television antennas and satellite dishes.                                      | Standards for location and appearance of exterior-mounted devices. | All other aspects. |
| Pest Control.                                                                  | None                                                               | All aspects.       |
| Parking and driveway lights.                                                   | N/A                                                                | N/A                |
| Landscaping                                                                    | Common areas                                                       | All aspects.       |

EXECUTED this 12<sup>th</sup> day of November, 2025.

**DECLARANT:**

**DOGWOOD PARK LLC,  
A Texas limited liability company**

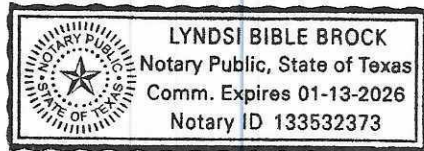
By: 

**William L. Hunt, III, Managing Member**

STATE OF TEXAS       §

COUNTY OF SMITH     §

The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of November, 2025, by **William L. Hunt, III, Managing Member of DOGWOOD PARK LLC, a Texas limited liability company**, on behalf of said company and in the capacity therein stated.



  
NOTARY PUBLIC, STATE OF TEXAS