

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR
PROVIDENCE
[Self Help]**

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

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE (this "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 on June 12, 2002, in Volume 5105, Page 2787, of the Real Property Records, Denton County, Texas (the "Original Declaration").

B. The Original Declaration has been amended and supplemented by: (i) FHA Amendment dated October 17, 2002, filed in Volume 5198, Page 2470, of the Real Property Records of Denton County, Texas; (ii) First Supplemental Declaration and Second Amendment of Covenants, Conditions and Restrictions for Providence dated January 28, 2003, filed in Volume 5270, Page 5324 of the Real Property Records of Denton County, Texas; (iii) Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence, dated February 4, 2004, recorded under Instrument No. 2004-17855 in the Office of the County Clerk of Denton County, Texas; (iv) Third Amendment to Declaration of Covenants, Conditions and Restrictions for Providence dated February 3, 2004, recorded under Instrument No. 2004-15170 in the Office of the County Clerk of Denton County, Texas; (v) Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence dated July 13, 2004, recorded under Instrument No. 2004-106622 in the Office of the County Clerk of Denton County, Texas; (vi) Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Providence dated June 20, 2005, recorded under Instrument No. 2005-85675 in the Office of the County Clerk of Denton County, Texas; (vii) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Providence dated July 25, 2005, recorded under Instrument No. 2005-151285 in the Office of the County Clerk of Denton County, Texas; (viii) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Providence dated March 23, 2006, recorded under Instrument No. 2006-34600 in the Office of the County Clerk of Denton County,

Texas; (ix) 2006 Ratification, Notification & Amendment of Declaration of Covenants, Conditions and Restrictions for Providence dated November 16, 2006, recorded under Instrument No. 2006-153952 in the Office of the County Clerk of Denton County, Texas; (x) Assessments Amendment to Declaration of Covenants, Conditions & Restrictions for Providence recorded on August 28, 2008, under Instrument No. 2008-94993 in the Office of the County Clerk of Denton County, Texas; and (xi) Resolution of the Board of Directors of Providence Homeowners Association, Inc. for the Operation of Day Care Facilities dated October 24, 2008, recorded under Instrument No. 2008-117833 in the Office of the County Clerk of Denton County, Texas (collectively, the "Prior Amendments"). The Original Declaration and the Prior Amendments are herein collectively called the "Declaration."

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

D. Section 7.1, as clarified by the 2006 Ratification, Notification & Amendment of Declaration of Covenants, Conditions and Restrictions for Providence dated November 16, 2006, recorded under Instrument No. 2006-153952 in the Office of the County Clerk of Denton County, Texas, states the requirements for the amendment of the Declaration.

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

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 6.1 Special Enforcement Rights of the Board of the Association Basis and Amount of Annual Assessment which currently reads as follows:

"In the event that an Owner fails to comply with any provisions of this Declaration, including but not limited to any provisions in Article V, then, prior to the Board or the Association enforcing the compliance of such failure or seeking against such Owner remedies in accordance with this Declaration (or such other remedies as may be available to the Board and/or the Association at law or in equity), the Board shall first be obligated to give such Owner notice of such failure and thirty (30) days after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within thirty (30) days after the giving of such notice, the Board of Directors shall have the right but not the obligation, to enter the Lot and to bring the Lot, and any improvements thereon, into full

compliance with this Declaration. All costs and expenses incurred by the Association in connection with correcting any such failure shall be borne by the Owner. If any Owner does not promptly reimburse the Association for all such costs and expenses after receipt of written request for same, the Board shall have the right to assess the Owner for same plus interest and fines, such assessment, interest and fines being a special individual assessment under the provisions of Section 10.5 below."

is hereby amended in its entirety to read as follows:

"In the event that an Owner fails to comply with any provisions of this Declaration, including but not limited to any provisions in Article V, then, prior to the Board or the Association enforcing the compliance of such failure or seeking against such Owner remedies in accordance with this Declaration (or such other remedies as may be available to the Board and/or the Association at law or in equity), except for self-help as provided below in this Section 6.1 and in Section 6.2(d), the Board shall first give such Owner notice of such failure and thirty (30) days after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within thirty (30) days after the giving of such notice, the Board may use any means provided in this Declaration or law including those stated in Section 6.2. In the event the Board chooses to use self-help then, unless an emergency exists, the Board shall first give such Owner notice of such failure and fifteen (15) days after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within fifteen (15) days after the giving of such notice, the Board of Directors shall have the right but not the obligation, to enter the Lot and to bring the Lot, and any improvements thereon, into full compliance with this Declaration. All costs, expenses, administrative costs and fees, incurred by the Association or levied by the Association in connection with correcting any such failure shall be borne by the Owner. If any Owner does not promptly reimburse the Association for all such costs and expenses after receipt of written request for same, the Board shall have the right to assess the Owner for same plus interest and fines, such assessment, interest and fines being a special individual assessment under the provisions of Section 10.5 below."

2. Section 6.2(d) Right of Self-Help which currently reads as follows:

"(d) Right of Self-Help. The Board of Directors may exercise self-help take action to enter upon the Lot to abate any violation of this Declaration.

is amended and supplemented in its entirety to read as follows:

"(d) Right of Self-Help. The Association, acting through the Board of Directors, has the right to enter any part of the Property, including Lots,

to abate or remove, using force as may reasonably be necessary, any structure, thing, animal, person, vehicle, or condition that violates the Declaration or other governing documents. In exercising this right, the Board is not trespassing, is granted an access easement to enter the property, and is not liable for damages related to the abatement. The Board may levy its cost of abatement against the Lot and Owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner at least 15 days' written notice of its intent to use self-help. "

3. Effect of Amendment. Any provisions of the Declaration or any other governing 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 17 day of December, 2008.

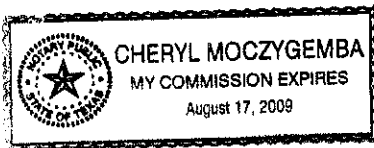
ASSOCIATION:

PROVIDENCE HOMEOWNERS
ASSOCIATION, INC,
A Texas non-profit corporation

By: *Donald B. Huffines*
Name: Donald B. Huffines
Title: Director

STATE OF TEXAS §
 Dallas §
COUNTY OF ~~DENTON~~ §

This instrument was acknowledged before me on this 17th day of December, 2008, by Donald B. Huffines, director of Providence Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Cheryl Moczygemba
Notary Public, State of Texas

SIGNED AND ACKNOWLEDGED BY THE DECLARANT

SIGNED on the 17 day of December, 2008.

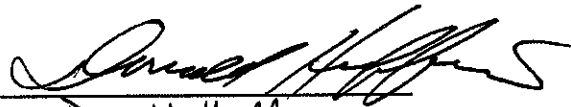
DECLARANT:

**CHS PROVIDENCE, L.P.,
a Delaware limited partnership**

**By: HC Operating Providence, LLC,
a Texas limited liability company,
its General Partner**

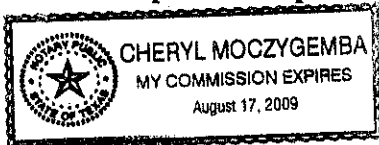
**By: HC Operating, L.P.,
a Texas limited partnership,
its sole member**

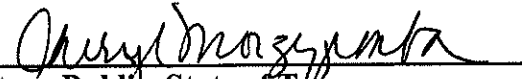
**By: HC Operating GP, LLC
a Texas limited liability company,
its general partner**

By: 
Name: Donald Huffines
Title: Managing Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 17th day of December, 2008, by Donald B. Huffines, Managing Director of HC Operating GP, LLC, a Texas limited liability company, on behalf of the company in its capacity as general partner of HC Operating, L.P., a Texas limited partnership, on behalf of the partnership in its capacity as sole member of HC Operating Providence, LLC, a Texas limited liability company, on behalf of the company in its capacity as general partner of CHS Providence, L.P., a Delaware limited partnership, on behalf of the limited partnership.




Notary Public, State of Texas

**AFTER RECORDING RETURN TO:
Cheryl Moczygemba
8200 Douglas Avenue, Suite 300
Dallas, TX 75225**