

AFTER RECORDING RETURN TO:

**Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WATERFORD PARK ESTATES PHASES I & II**

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Waterford Park Estates Phases I & II, executed by Waterford, Ltd. was filed of record on February 27, 1996 and is recorded as Instrument No. 96-R0012863 in the Real Property Records of Denton County, Texas (the "Waterford Park Declaration"); and

WHEREAS, the Waterford Park Declaration affects certain tracts or parcels of real property in Denton County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, Article XII, Section 7.5 of the Waterford Park Declaration provides for amendment to that instrument by the express written consent of at least sixty-six and two-thirds

percent (66 2/3%) of the outstanding votes held by Members at a meeting at which a quorum is present and the written consent of the Town of Flower Mound; and

WHEREAS, the following amendments to the Waterford Park Declaration received the express written consent of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding votes held by Members at a meeting at which a quorum was held on October 8, 2002 and the consent of the Town of Flower Mound as evidenced by its duly authorized representatives' signature herein below.

NOW, THEREFORE, the Waterford Park Declaration is hereby amended as follows:

(a) Section 6.6 (b) of the Waterford Park Declaration is amended to read, in its entirety, as follows:

(b) *No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway of any dwelling for more than seventy-two (72) consecutive hours or parked on any public street in front of the Property for more than twenty-four (24) hours. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked while in use for the construction, maintenance or repair of a residence in the Development.*

(b) Section 6.6 (i) of the Waterford Park Declaration is hereby amended to read, in its entirety, as follows:

(i) *No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and*

furniture. Trash, garbage or other waste shall not be kept, except in sanitary containers, which must be screened from public view (from streets and alleyways) at all times with the exception of those days established by the Town for sanitary container(s) pick up. All containers for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may only be stored on Lots during construction of the improvement thereon.

(c) Section 6.6 (t) of the Waterford Park Declaration is hereby amended to read, in its entirety, as follows:

- (t) *No sign of any kind or character shall be displayed in the public view on any Lot except for professionally fabricated signs of not more than six (6) square feet advertising the property for rent, lease, or sale, alarm signs, or school support signs. Other signs, such as advertisements of pool contractors or landscapers, must be professionally manufactured and removed immediately upon the termination of the project for which the sign was originally displayed. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall be not subject to any liability for trespass or any other liability in connection with such removal.*

(d) Section 6.17 (a) of the Waterford Park Declaration is hereby amended to read, in its entirety, as follows:

- (a) *Following conveyance of the Home upon any Lot, each Owner shall maintain and care for the Home, all improvements and all trees, foliage, plants, and lawns on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components; (ii) the regular painting of all exterior surfaces, provided that if the colors change, the change shall be approved by the Architectural Review Committee; (iii) the maintenance, repair and replacement of roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior*

portions of the improvements to maintain an attractive appearance; and (iv) regular mowing and edging of lawn in grass areas and reasonable weed and grass control in bedding areas. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Association, or either of them, at its option and discretion, but without any obligation to do so, but only after ten (10) days written notice to such Owner to comply herewith, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten (10) days after presentment of such statement. This provision, however, shall in no manner be construed to create a lien in favor of any party on any Lot for the cost or charge of such work or the reimbursement for such work.

The terms and provisions of the Waterford Park Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Waterford Park Declaration and this First Amendment, which shall run with title to the Property and binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, Waterford Park Estates Phases I & II Homeowners' Association, Inc. has caused this First Amendment to be executed by their duly authorized agents as of this 3rd day of February, 200~~2~~³.

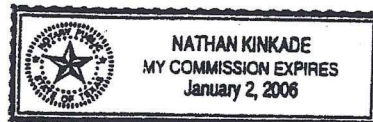
ASSOCIATION: WATERFORD PARK ESTATES PHASES I & II
HOMEOWNERS' ASSOCIATION, INC.

By: 
Dave Allnutt, President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

3 This instrument was acknowledged before me on the 3rd day of February, 2002, by David Allnutt, President of Waterford Park Estates Phases I & II Homeowners' Association, Inc., on behalf of said corporation.





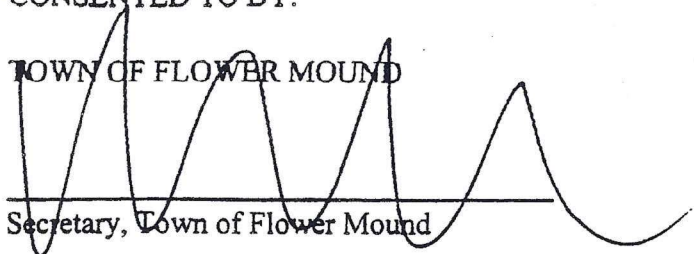
CERTIFICATE OF AMENDMENT

As Secretary of Waterford Park Estates Phases I & II Homeowners' Association, Inc., I hereby certify that the foregoing amendments to the Waterford Park Declaration received the express written consent of no less than sixty-six and two-thirds percent (66 2/3%) of the outstanding votes of the Members present at a meeting at which a quorum was present and held on October 8, 2002.

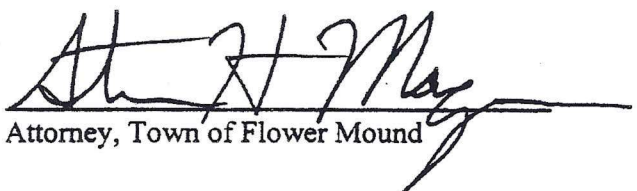

Gery Maneth, Secretary

CONSENTED TO BY:

TOWN OF FLOWER MOUND


Secretary, Town of Flower Mound

APPROVED AS TO FORM AND LEGALITY:


Attorney, Town of Flower Mound