

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WALDEN CREEK ESTATES, LTD.**

FIRST AMENDMENT

SECOND AMENDMENT

THIRD AMENDMENT

04-91-X-70388 \$33.00

VOL 3129 PG0046

REAL PROPERTY RECORDS

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WALDEN CREEK ESTATES, LTD.**

00024

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

THAT Walden Creek Estates, Ltd., a Texas Limited Partnership (the "Declarant"), is the owner of all that certain tract of land platted and described as Walden Creek Estates (the "Addition"), an Addition to the Town of Flower Mound (the "City"), Texas, according to the plat thereof (the "Plat") recorded in Cabinet I, Page 20, of the Plat Records of Denton County (the "County"), Texas.

Declarant has subdivided the property into single-family lots as shown on the Plat.

Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Addition and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and which shall inure to the benefit of each owner thereof.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two (2) stories in height, and a private garage as provided below.

Section 1.2 Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garages. Each residence shall have a garage suitable for parking not less than one (1) or more than three (3) standard size automobiles, which garage conforms in design and materials with the main structure. All garages shall be side swing in or rear swing

in attached garage or a detached garage connected to the house by a breezeway as approved by the Committee, which structures shall conform in design and materials with the main structure. All garage doors shall be closed at all times except as may be necessary for the entry and exit of vehicles and persons. No masonite garage doors shall be allowed.

Section 1.4 Restrictions on Resubdivision. None of the lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete, or concrete aggregate or a similar substance approved by the Committee.

Section 1.6 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of the residence on that lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(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 or front yard of any dwelling or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. 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 and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one half (1/2) ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Addition except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Addition at any time.

(e) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any property at any time as a dwelling.

house; provided, however, any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period.

(f) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels mineral excavations or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Addition.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Addition except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(h) No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Committee and, unless otherwise expressly permitted by the Committee, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(i) No individual water supply system shall be permitted in the Addition.

(j) No individual sewage disposal system shall be permitted in the Addition.

(k) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(l) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. All utility meters, equipment, air-conditioning compressors, air-

conditioning and heating units and similar items must (to the extent reasonably practicable) be visually screened from the street and adjoining lots and must be located in areas acceptable to the Committee.

(m) Except with the written permission of the Committee, no antennas shall be permitted in the Addition except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure except that, with the written permission of the Committee, one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet. No use shall be made of any lot or structure thereof for any type of radio or television or similar broadcasting system.

(n) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowner's use and enjoyment of their residences and yard.

(o) No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(p) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon.

(q) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(r) No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than six (6) square feet advertising the

property for sale, or professional signs not exceeding thirty-two (32) square feet used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Committee and may be required by the Committee to be removed if, in the sole judgment of the Committee, same are found to be inconsistent with the high standards of the Addition.

(s) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view high equipment that is incident to normal single-family residences, such as clothes drying equipment, yard equipment and storage piles.

(t) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Addition.

(u) No carport shall be permitted on a lot.

(v) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

Section 1.7 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than two thousand (2000) square feet or the minimum habitable floor area as specified by the City, whichever is the greater.

Section 1.8 Building Materials: Exterior Items and Surfaces. The total exterior wall area of each building constructed or placed on a lot shall be not less than ~~eight-five (85)~~ ^{seventy-five (75)} percent (or such higher percentage as may be required by the Committee) brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee. Windows, doors, and similar openings are excluded in the calculation of the total exterior wall area. No plywood or masonite shall be used on any exterior wall. Roofing shall be in earth tones and be composed of man-made slate, cedar shingles, wooden shakes, composition shingles or other materials acceptable to the City and the Committee. Composition shingles shall weigh at least 260 pounds per 100 square feet, with at least 1/2 inch decking ~~and valley tin~~ being used in conjunction with the composition roof. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the prior approval of the Committee both as to design, materials and location.

Section 1.9 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the plat or required by the City. Except as approved by the Committee, no building shall be located on any lot nearer than twenty-five (25) feet to, nor further than thirty-five (35) feet from, the front lot line or nearer than eight (8) feet to any side lot line (interior lot line), except that structures on corner lots shall be no nearer than fifteen (15) feet to the side property line adjoining the street. For the purposes of these covenants, eaves and steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 1.10 Wavier of Front Setback Requirements. With the written approval of the Committee, any building may be located further back from the front property line of a lot than provided above, where, in the opinion of the Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

Section 1.11 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. Fences or walls erected by Declarant shall become the property of the Homeowner's Association, and, as such, shall be maintained and repaired by the Homeowner's Association to be formed in accordance with Article II hereof. No portion of any fence shall extend eight (8) feet in height. Lots along the creek are further restricted to tubular or hollow iron fences at least four (4) feet in height along the rear of such lots.

Section 1.12 Sidewalks. All sidewalks shall conform to City specifications and regulations.

Section 1.13 Mailboxes. Mailboxes shall be constructed of brick, masonry or other material approved by the Committee and shall be of standardized construction and appearance, similar to other mailboxes in the Addition. Mailboxes shall be arranged as gangboxes if so required by the U.S. Postal Service.

Section 1.14 Commencement of Construction. Each residence constructed on each lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval by the Committee of the plans and specifications prepared in connection with such construction.

Section 1.15 Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be

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erected or installed in the Addition whether upon individual lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, (including, but not limited to, water, sewer, gas, electricity and telephone). These utilities shall be buried underground unless otherwise required by a public utility.

Section 1.16 Landscape Work. Each lot owner shall, not later than thirty (30) days after the substantial completion of the residence constructed on its lot, fully complete the landscaping of the front yard of the lot upon which such residence has been constructed, including, without limitation, the planting of grass (sodding), hedges and shrubs, at said owner's sole cost and expense. The plans for such landscaping shall be approved by the Committee prior to the commencement of such landscape work on a lot. In no event shall the landscaping for any lot be less than ten (10) five-gallon shrubs, fully sodded front and side yards, sprinklered front yards and two 3" to 4" caliper trees in the front yard. Lots with existing trees shall receive a credit for this tree requirement.

ARTICLE II

ARCHITECTURAL CONTROL AND HOMEOWNER'S ASSOCIATION

Section 2.1 Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Addition. The Committee shall use its best efforts to promote and ensure a high level of taste, design quality, harmony and conformity throughout the Addition consistent with this declaration.

Section 2.2 Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining member(s) shall appoint a successor member. In default of such appointment, Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this declaration.

Section 2.3 Authority. No building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plat plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Addition;

(c) location with respect to topography and finished grade elevation and effect of location and use on neighboring lots, improvements and drainage arrangements; and

(d) the other standards set forth within this declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider, review and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Addition.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", signed by a majority of the Committee and returned to the lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent

unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Addition. The Committee shall also have the authority to require roof slope, to specify that fireplaces and chimney flues be covered with brick or masonry, to prohibit the use of lightweight composition roof material to require the use of anodized aluminum divided light windows, and generally to require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 2.6 Termination; Continuation. The Committee appointed by Declarant shall cease to exist on the earlier of (a) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (b) the date on which residences have been constructed on all lots in the Addition. Notwithstanding the above provision, at any time after the termination of the Committee, the recorded owners of a majority of the lots in the Addition shall have the authority to record an instrument which provides for a committee elected by the homeowners to continue the functions of the Committee, which instrument shall establish election or appointment procedures whereby the homeowners' committee members shall be chosen and a notice procedure whereby all homeowners in the Addition will receive notice of such procedures. If there is no Committee or homeowners' committee, no approval by the Committee or homeowners' committee shall be required under this declaration; variations from the standards set forth in this declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee or homeowners' committee during their periods of control.

Section 2.7 Walden Creek Estates Homeowner's Association. Declarant may at any time cause to be established a Walden Creek Estates Homeowner's Association, a Texas non-profit corporation, for the purpose of maintaining all walls, landscaping, roads and any other common areas and all common services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners. Each lot owner shall be a member of and be subject to the obligations and duly enacted bylaws of the Walden Creek Estates Homeowner's Association.

ARTICLE III

SPECIAL FENCING AND LANDSCAPING

Section 3.1 Fences, Walls and Sprinkler Systems. For a period of five (5) years after the recording of this document, Declarant shall have the right to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems along the northern boundary of the subdivision that comprises the masonry screening wall and features associated with such wall. Any fence, wall or sprinkler system shall become the property of the Homeowner's Association in accordance with Article 2.7 hereof.

Section 3.2 Landscaping. Declarant shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping along the masonry screening wall.

Section 3.3 Easement. Declarant shall have, and hereby reserves, the right and easement to enter upon the area along the masonry screening wall for the purpose of exercising the discretionary rights set forth above.

Section 3.4 Declarant's Discretion. Notwithstanding any provisions herein to the contrary, Declarant shall never be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any lots.

Section 3.5 Five-Year Limitation. The provisions of this Article regarding Declarant's rights shall terminate and be of no further force and effect from and after that date which is five (5) years after the recording of this document unless, pursuant to Section 4.14, the homeowners elect to exercise Declarant's rights hereunder.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear five (5) feet of each lot. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 4.2 Recorded Plat. All dedications, limitations, restrictions and reservations shown on the plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Addition, whether specifically referred to therein or not.

Section 4.3 Lot and Entrance Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds, and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon his property. No foundation planting, shrub or other

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vegetation near the house shall be allowed to grow above the bottom of any window. If, after ten (10) days prior written notice, an owner of a lot shall fail to: (a) control weeds, grass and/or other unsightly growth; (b) remove trash, rubble, building and construction debris; (c) exercise reasonable care and conduct to prevent or remedy an unclean, untidy or unsightly condition; or (d) otherwise satisfy the aforesaid maintenance requirements, then the Declarant shall have the authority and right but not the obligation to go onto the subject lot for the purpose of mowing and cleaning said lot or to otherwise effect the aforesaid maintenance requirements and shall have the authority and right to assess and collect from the owner of said lot the amount so expended by the Declarant in connection with mowing, cleaning or otherwise maintaining said lot on each respective occasion of such mowing cleaning or maintenance. The owners of all of the lots shall be responsible for the costs of (i) maintaining and repairing the screening wall, and (ii) the watering, maintaining and relandscaping of the entrance to the property as such matters are determined from time to time by the Homeowner's Association. The Homeowner's Association may from time to time assess and collect from the owner of each lot, on a pro rata basis based upon the total actual and/or projected costs divided by the number of lot owners, the funds necessary to perform past and future maintenance and landscaping. The assessments, together with interest at the highest rate permitted by law thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall until payment also be the continuing personal obligation of the person(s) who was the owner of such lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage existing prior to the assessment date and to any renewals or extensions of such mortgage.

Section 4.4 Maintenance of Improvements. Subject to the provisions of Article III, each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 4.5 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 4.6 Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of five (5) years after this declaration is recorded. They shall be automatically extended for successive periods of five (5) years unless amended as provided herein or as allowed by applicable law.

Section 4.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 4.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of the land except land in the Addition and the same shall inure to the benefit of owners of land in the Addition and the Declarant, its successors and assigns. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Addition is on notice of the conditions, covenants, restrictions and agreements contained herein.

Section 4.9 Enforcement. The owner of any lot in the Addition shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Addition, together with the right to bring suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Addition, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition whether owned by the undersigned, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.10 Definition of "Owner". As used herein, the term "owner" shall refer to the recorded owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 4.11 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 4.12 Addresses. Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the address shown opposite the signature of the Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

Section 4.13 Amendment. Until the sale by Declarant of the total number of lots in the Addition to third parties unrelated to the Declarant, the Declarant, its successors or assigns,

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at its discretion, may abolish or amend the covenants, conditions and restrictions set forth herein in whole or in part. Subsequent to such sale and so long as the Declarant owns not less than five (5%) percent of the total lots in the Addition, the Declarant may amend the covenants, conditions and restrictions set forth herein without the consent of the owners of the lots evidenced by a document in writing bearing the signature of the Declarant. For the five (5) years following the recording of this declaration, no amendment of the covenants, conditions and restrictions set forth herein shall be valid or effective without the joinder of the Declarant.

EXECUTED this 27th day of December, 1991.

Address:

6161 Harry Hines, Suite 210
Dallas, Texas 75235

WALDEN CREEK ESTATES
a Texas Limited Partnership

By: W.C. ESTATES, LTD., a Texas limited
partnership and General Partner of Walden Creek
Estates

By: LT REAL ESTATE CORPORATION, a
Texas corporation and general partner of
the General Partner

By: J. Waymon Levell
J. Waymon Levell, President

The undersigned, being a lienholder on the property affected by the foregoing covenants, joins in the execution hereof for the purpose of consenting to the restrictions and covenants therein contained and of subordinating said lien to said restrictions and covenants.

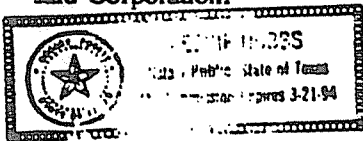
By: Robert A. Nickell
Robert A. Nickell

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THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledge before me on the 27th day of Dec, 1991 by J. Waymon Levell, President of LT Real Estate Corporation, a Texas Corporation, on behalf of said Corporation.



My Commission Expires:

Debbie Hobbs

Notary Public, State of Texas

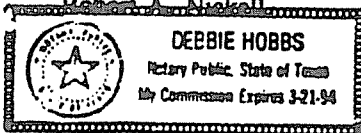
Notary's Printed Name:

Debbie Hobbs

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledge before my on the 27th day of Dec, 1991 by Robert A. Nickell



My Commission Expires:

Debbie Hobbs

Notary Public, State of Texas

Notary's Printed Name:

Debbie Hobbs

RETURN TO:
FIDELITY NATIONAL TITLE CO.
724 W. Main St. Suite 335
Lewisville, Tx 75067

Attn: Debbie

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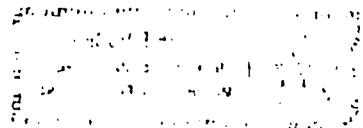
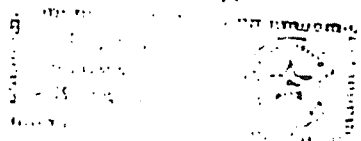
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REAL PROPERTY RECORDS

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WALDEN CREEK ESTATES, LTD.

05357

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS (the "First Amendment") is made this 22nd day of JANUARY,
1992, by Walden Creek Estates, Ltd., a Texas limited partnership (the "Declarant"). J

WITNESSETH:

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions and
Restrictions for Walden Creek Estates, Ltd. (the "Original Declaration") dated effective as
of December 27, 1991 and recorded at Volume 3129, Page 46 in the Deed Records of
Denton County, Texas;

WHEREAS, Declarant now desires to amend the Original Declaration in certain
respects to provide, among other things, for the creation of a homeowners association
pursuant to Sections 2.7 and 4.3 of the Original Declaration.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as
hereinafter set forth, notwithstanding anything to the contrary contained in the Original
Declaration.

I. New Section 1.17 shall be added to read as follows:

"1.17 Model Homes for Homebuilders. No home constructed on a
lot shall be used as a model home for a homebuilder beyond four months
after the date in which such homebuilder no longer has an option to purchase
lots in the Addition from Declarant, unless otherwise approved in writing by
Declarant. Notwithstanding the above, this Section 1.17 shall not apply to lots
owned by homebuilders which have purchased or have options to purchase
more than fifteen (15) lots in the Addition from Declarant.

II. New Section 1.18 shall be added to read as follows:

"1.18 Restrictions on Creek Lots. The following restrictions shall
apply to all Owners of Lots 1-17, Block A and Lots 1-13, Block F as set forth
on the Plat (hereinafter referred to as the "Creek Lots"):

(1) Such Creek Lots are subject to a drainage easement as set forth
on the Plat (hereinafter referred to as the "Drainage Easement").

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(2) The existing channel section shall remain natural where shown on site development plans. No structure or improvements of any type shall be constructed within the Drainage Easement, except as shown on the site development plans.

(3) No trees larger than 3 inch caliper located within the Drainage Easement shall be removed unless dead, diseased, or impeding the flow of drainage once the Addition is accepted by Town of Flower Mound.

(4) General upkeep and maintenance of the Drainage Easement shall be strictly enforced and shall be the full responsibility of each individual homeowner with respect to their lot frontage along the Drainage Easement to their respective rear lot line.

(5) No dumping of any type is permitted within the Drainage Easement area.

(6) Fencing along the Drainage Easement shall be tubular or hollow iron fence of at least four (4) feet in height with a gate located within each lot frontage to allow for access and maintenance. Said fence shall be installed by the homebuilder and shall be in place before a certificate of occupancy is issued.

(7) Upkeep and maintenance within the Drainage Easement shall include, but not be limited to, the following items:

- a. grass or ground cover shall be kept to a height required by ordinance of the Town of Flower Mound.
- b. trees, shrubs, bushes, etc. shall be trimmed and kept neat looking to be aesthetically pleasing."

III. Section 4.12 of the Original Declaration is amended by deleting the text thereof in its entirety and substituting the following in its place:

"4.12 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing. Any notice required to be given to the Association or the Committee (as defined in the Original Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the address shown opposite the signature of the Declarant below or to such other address as is specified by the Association pursuant to an instrument recorded in the deed records of the County."

IV. Section 4.13 of the Original Declaration shall be amended in its entirety to read as follows:

"Section 4.13 Amendment. Until the conveyance by Declarant of ninety percent (90%) of the total number of lots in the Addition to third

parties unrelated to the Declarant, the Declarant, its successors or assigns, at its discretion, may abolish or amend the covenants, conditions and restrictions set forth herein in whole or in part without the consent of any other lot owners. Subsequent to such conveyance, the covenants, conditions and restrictions set forth herein may be amended with the consent of fifty-one percent (51%) of the then owners (including Declarant) of the lots (with one vote to be cast for each lot so owned) evidenced by a document in writing bearing each of their signatures. Notwithstanding the above, for the five (5) years following the recording of this First Amendment, no amendment of the covenants, conditions and restrictions set forth herein shall be valid or effective without the joinder of the Declarant."

V. Articles V, VI, VII, VIII, IX, X, XI, XII and XIII shall be added to read as follows:

"ARTICLE V DEFINITIONS

The following words when used in this First Amendment (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be amended from time to time.

(b) "Association" shall mean and refer to the Walden Creek Estates Homeowners Association, Inc., a Texas non-profit corporation, which is to be formed and incorporated (unless otherwise consented to by Declarant) after eighty-five percent (85%) of the lots are sold to individual homeowners and which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the covenants and restrictions contained in the Declaration.

(c) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

(d) "Bylaws" shall mean and refer to the bylaws of the Association, as may be amended from time to time.

(e) "Common Properties" shall mean and refer to (i) the masonry wall along the northern property line of the Addition and the landscaping and sprinkler system associated with the wall; and (ii) any areas of land, improvements or other property rights within the Properties which are known, described or designated or which shall subsequently become known, described or designated as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed there.

(f) "Declarant" shall mean and refer to Walden Creek Estates, Ltd., a Texas limited partnership.

(g) "Declaration" shall mean and refer collectively to the Original Declaration and this First Amendment.

(h) "Member" shall mean and refer to each Owner as provided in Article VII hereof.

(i) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(j) "Properties" shall mean and refer to all of that certain tract of land platted and described as Walden Creek Estates, an Addition to the Town of Flower Mound, Texas, according to that plat recorded in Cabinet I, Page 20, of the Plat Records of Denton County, Texas."

ARTICLE VI FORMATION OF HOMEOWNERS ASSOCIATION

Unless otherwise consented to by Declarant, the Association shall not be formed and incorporated until eighty-five percent (85%) of the lots have been sold to individual homeowners. The Association shall be governed by the terms and conditions of this First Amendment, the Articles of Incorporation and the Bylaws.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

7.01 Membership. Every Owner of a lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the Declaration. Each member shall be entitled to one (1) vote for each lot in which they hold the interest required for membership.

7.02 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws or the Declaration or as provided by the laws of the State of Texas. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirement herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by all Members.

(d) Except as otherwise specifically set forth in the Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE VIII PROPERTY RIGHTS IN THE COMMON PROPERTIES

8.01 Easement for Fences, Walls and Sprinkler Systems. Declarant hereby reserves a ten (10) foot wide easement ("Wall Easement") extending ten (10) feet south and running parallel to the south line of McKamy Creek Road (a sixty-four (64) foot wide right-of-way) and also being along the north lines of Lot 1 of Block A, Lots 1 through 10 of Block C and Lot 23 of Block F to erect, install, maintain, repair, landscape and/or replace fences, walls and/or sprinkler systems which comprise the masonry screening wall and features associated with such wall. Upon formation and incorporation of the Association, Declarant shall assign the Wall Easement to the Association.

8.02 Members' Easements of Enjoyment. Subject to the provisions of Section 8.03 of this Article, every Member and every tenant of every Member, who resides on a lot, and each individual who resides with either of them, respectively, on such lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

8.03 Extent of Members' Easements. The rights and easements of enjoyment created by Section 8.02 shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties.

(b) The right of the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;

(c) The right of the Association, as may be provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties for any period during which any assessment against a lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(d) With respect to any and all portions of the Common Properties, until formation and incorporation of the Association, Declarant shall have the right and option to alter, improve, landscape and/or maintain the Common Properties.

ARTICLE IX COVENANTS FOR ASSESSMENTS

9.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each lot owned by it, hereby covenants and agrees, and each purchaser of any lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the lot), to pay to the Association (or to an entity or collection agency designated by the Association) the annual maintenance assessments or charges (as specified in Section 9.03 hereof), such assessments to be fixed, established and collected from time to time as herein provided. The annual maintenance assessments described in this Section 9.01 (hereinafter, the "Assessment" or the "Assessments"), together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each lot against which any such Assessment is made. The Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such lot at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his lot. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

9.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for (i) improving, repairing, landscaping and maintaining the Common Properties, (ii) paying the cost of labor, equipment and materials required for, and management and supervision of, the Common Properties; (iii) carrying out the powers and

duties of the Board of Directors of the Association as set forth in this Declaration and the Bylaws; (iv) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (v) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

9.03 Annual Maintenance Assessments.

(a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessments may include a reserve fund for working capital and for maintenance, repairs and replacements of the Common Properties.

(b) Subject to the provisions of Section 9.03(c) hereof, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 9.03(b) hereof in excess of twenty-five percent (25%) of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 7.02 hereof.

(d) When the annual maintenance assessment is computed for lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member.

(e) Notwithstanding anything herein contained to the contrary, the first annual maintenance assessment chargeable against any lot for which a full assessment is payable shall not exceed \$4.00 per month.

(f) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Properties. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

9.04 Uniform Rate of Annual Maintenance Assessments. Annual maintenance assessments must be fixed at a uniform rate for all lots, and be payable as set forth herein.

9.05 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter provided, shall be payable monthly, quarter-annually, semi-annually or annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the

balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 9.03 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

9.06 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each Owner at the last address provided by each Owner, in writing, to the Association.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

(d) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

9.07 Non-Payment of Assessment.

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 9.07(a) hereof and the cost of collection thereof, including reasonable

attorneys' fees, become a continuing lien and charge on the lot of the non-paying Owner, which shall bind such lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such lot. A subsequent sale or assignment of the lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his lot.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the lot covered by such lien and a description of the lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Denton County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action, and
- (iv) any other costs of collection;

and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with the Declaration and/or the Bylaws.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

9.08 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

9.09 Exempt Property. All properties dedicated and accepted by the local public authority and devoted to public use shall be exempted from the assessments, charges and liens created in Section 9.03.

9.10 Estoppel Information from Board with Respect to Assessments. The Board shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors of the Association for the issuance of such certificates.

ARTICLE X GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

10.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. The Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association and shall have the powers and duties as set forth in this First Amendment, the Articles of Incorporation and the Bylaws.

ARTICLE XI USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

11.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

11.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

11.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith.

11.04 Maintenance of Common Properties. All landscaping and improvements placed or erected on the Common Properties by Declarant shall be owned and maintained by the Association.

ARTICLE XII EASEMENTS

12.01 Ingress and Egress by the Association. The Association shall, at all times, have full rights of ingress and egress over and upon each lot for the maintenance and repair of each lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

12.02 Reservation of Easements. Easements over the Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Declarant, together with the right to grant and transfer same.

ARTICLE XIII GENERAL PROVISIONS

13.01 Enforcement by the Association. The Covenants and Restrictions of the Declaration shall inure to the benefit of and be enforceable by the Association, its legal

representatives, heirs, successors and assigns, failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.02 Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

13.03 Notices to Mortgagees. If a holder of a mortgage on a lot shall notify the Association of its address and the identity of the lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by the Declaration.

13.04 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of the Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

13.05 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

13.06 Survival of Original Declaration. Except as amended hereby, the Original Declaration shall remain in full force and effect."

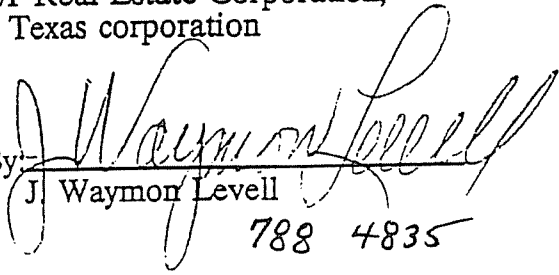
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 22nd day of JANUARY, 1992.

Address:
6161 Harry Hines, Suite 210
Dallas, Texas 75235

WALDEN CREEK ESTATES, LTD.,
a Texas limited partnership

By: W.C. ESTATES, LTD.,
a Texas limited partnership and
General Partner of
Walden Creek Estates

By: LT Real Estate Corporation,
a Texas corporation

By: 
J. Waymon Levell

788 4835

The undersigned, being a lienholder on the property offered by the foregoing covenants, joins in the execution hereof for the purpose of consenting to the restrictions and covenants therein contained and of subordinating said lien to said restrictions and covenants.

By: Robert A. Nickell
Robert A. Nickell

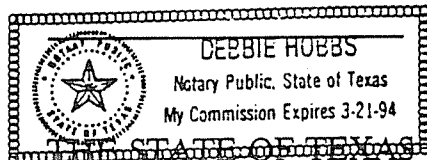
THE STATE OF TEXAS

THE COUNTY OF DALLAS

This instrument was acknowledged before me on the 22 day of JAN, 1992 by J. Waymon Levell, President of LT Real Estate Corporation, on behalf of said Corporation.

Debbie Hobbs
Notary Public, State of Texas
Debbie Hobbs
(Printed Name)

My Commission Expires:

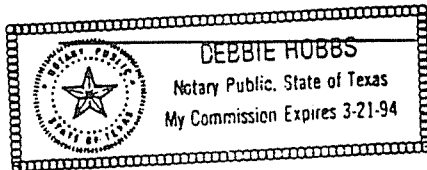


THE COUNTY OF DALLAS

This instrument was acknowledged before me on the 22 day of JAN, 1992 by Robert A. Nickell.

Debbie Hobbs
Notary Public, State of Texas
Debbie Hobbs
(Printed Name)

My Commission Expires:



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REAL PROPERTY RECORDS

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WALDEN CREEK ESTATES, LTD.

056336

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Second Amendment") is made this 25th day of September, 1992, by Walden Creek Estates, Ltd., a Texas limited partnership (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Walden Creek Estates, Ltd. (the "Original Declaration") dated effective as of December 27, 1991 and recorded at Volume 3129, Page 46 in the Deed Records of Denton County, Texas affecting that certain tract of land platted and described as Walden Creek Estates, an addition to the Town of Flower Mound according to the plat recorded in Cabinet I, Page 20, of the Plat Records of Denton County, Texas;

WHEREAS, Declarant filed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Creek Estates, Ltd. (the "First Amendment") dated effective as of January 22, 1992 and recorded at Volume 3147, Page 250 in the Deed Records of Denton County, Texas;

WHEREAS, Declarant now desires to amend the Original Declaration and the First Amendment to provide an exception to the side swing in or rear swing in garage requirement pursuant to Section 1.3 of the Original Declaration.

NOW, THEREFORE, Declarant hereby amends the Original Declaration and the First Amendment as hereinafter set forth, notwithstanding anything to the contrary contained in the Original Declaration or the First Amendment.

1. Section 1.3 of the Original Declaration shall be amended in its entirety to read as follows:

Section 1.3 Garages. Each residence shall have a garage suitable for parking not less than one (1) nor more than three (3) standard size automobiles, which garage conforms in design and materials with the main structure. With the exception of Lot 17 Block A (1801 Kipling Drive), all garages shall be side swing in or rear swing in attached garage or a detached garage connected to the house by a breezeway as approved by the Committee, which structures shall conform in design and materials with the main structure. The attached garage on Lot 17 Block A (1801 Kipling Drive) shall be a front entry garage so as to not interfere with the Town of Flower Mound Utility Easement on the southern boundary of the lot. All garage doors shall be closed at all times except as may be necessary for the entry and exit of vehicles and persons. No masonite garage doors shall be allowed.

2. Survival of Declaration, except as amended hereby the Original Declaration as amended by the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the 25th day of September, 1992.

Address:
6161 Harry Hines, Suite 210
Dallas, Texas 75235

WALDEN CREEK ESTATES, LTD.,
a Texas limited partnership

By: W.C. ESTATES, LTD.,
a Texas limited partnership and general partner of
Walden Creek Estates

By: LT REAL ESTATE CORPORATION,
a Texas corporation and general partner of
the general partner :

By: J. Waymon Levell
J. Waymon Levell, President

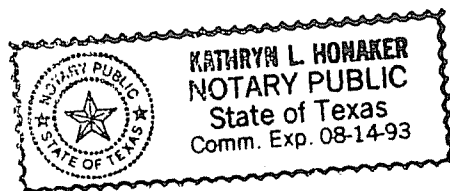
The undersigned, being a lienholder on the property affected by the foregoing covenants, joins in the execution hereof for the purpose of consenting to the restrictions and covenants therein contained and of subordinating said lien to said restrictions and covenants.

By: Robert A. Nickell
Robert A. Nickell

THE STATE OF TEXAS

THE COUNTY OF DALLAS

The instrument was acknowledged before me on the 25th day of September 1992 by J. Waymon Levell, President of LT Real Estate Corporation, on behalf of said Corporation.



Kathryn L. Honaker
Notary Public, State of Texas

W/11

056336

FILED FOR RECORD

92 SEP 30 PM 4:10

STATE OF TEXAS
COUNTY CLERK, DENTON CO. TEX

BY _____ DEPUTY

FILE
STATE OF TEXAS
COUNTY CLERK, DENTON CO. TEX
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the public records of Denton County Texas as shown above.

SEP 30 1992



F. Hodges
COUNTY CLERK, Denton County, Texas

REAL PROPERTY RECORDS

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WALDEN CREEK ESTATES, LTD.**

072666

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Third Amendment") is made this 12th day of November, 1992, by Walden Creek Estates, Ltd., a Texas limited partnership (the "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Walden Creek Estates, Ltd. (the "Original Declaration") dated effective as of December 27, 1991 and recorded at Volume 3129, Page 46 in the Deed Records of Denton County, Texas which imposed certain easements, restrictions, covenants and conditions on that certain tract of land platted and described as Walden Creek Estates, an addition to the Town of Flower Mound, Texas according to the Plat recorded in Cabinet I, page 20 of the Plat Records of Denton County, Texas;

WHEREAS, Declarant filed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Creek Estates, Ltd. (the "First Amendment") dated effective as of January 22, 1992 and recorded at Volume 3145, Page 250 in the Deed Records of Denton County, Texas;

WHEREAS, Declarant filed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Creek Estates, Ltd. (the "Second Amendment") dated effective as of September 25, 1992 and recorded at Volume 3335, Page 346 in the Deed Records of Denton County, Texas;

WHEREAS, The Original Declaration, First Amendment and Second Amendment shall be referred to as the "Declaration".

WHEREAS, Declarant now desires to amend and restate in its entirety Section 1.8 and Section 1.18(6) of the Declaration:

NOW, THEREFORE, Declarant hereby amends the Declaration, as hereinafter set forth:

I. Section 1.8 of the Declaration shall be amended in its entirety to read as follows:

Section 1.8 Building Materials; Exterior Items and Surfaces. The total exterior wall area of each building constructed or placed on a lot shall be not less than seventy-five (75) percent (or such higher percentage as may be required by the Committee) brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee. Windows, doors and similar openings are excluded in the calculation of the total exterior wall area. No plywood or masonite of one-quarter (1/4) inch thickness or less shall be used on any exterior wall. Roofing shall be in earth tones and be composed of man-made slate, cedar shingles, wooden shakes, composition shingles or other materials acceptable to the City and the Committee. Composition shingles shall weigh at least 240 pounds per 100 square feet. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain shall be subject to the prior approval of the Committee both as to design, materials and location.

II. Section 1.18(6) of the Declaration shall be amended in its entirety to read as follows:

(6) In the event fencing is desired along the Drainage Easement, such fencing shall be limited to tubular or hollow iron of at least four (4) feet in height with a gate located within each lot frontage to allow for access and maintenance.

III. Survival of Declaration. Except as amended hereby the Original Declaration as amended by the First and Second Amendments shall remain in full force and effect.

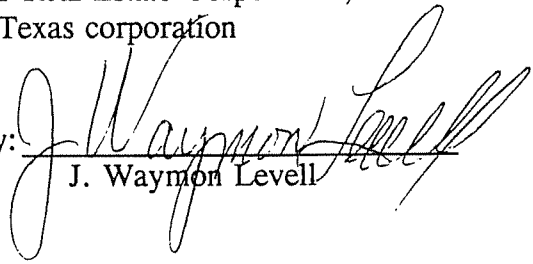
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 10th day of December, 1992.

Address:
6161 Harry Hines, Suite 210
Dallas, Texas 75235

WALDEN CREEK ESTATES, LTD.,
a Texas limited partnership

By: W.C. ESTATES, LTD.,
a Texas limited partnership and
General Partner of
Walden Creek Estates

By: LT Real Estate Corporation,
a Texas corporation

By: 
J. Waymon Levell

W/13

072666

OL3398 PG0589

FILED FOR RECORD

22 DEC 10 PM 2:33

TERMINATION
COUNTY CLERK DENTON CO. TEX

BY _____ DEPUTY

STATE OF TEXAS
COUNTY CLERK, Denton County, Texas I hereby certify this
instrument was filed on the date and time stamped hereon by me
and was duly recorded in the volume and page of the named records
of Denton County, Texas as appears.

DEC 10 1992



H. Hodges
COUNTY CLERK, Denton County, Texas

Return to:
J.W.L. Investments
6161 Harry Hines #210
Dallas, Texas 75235

Attn: Linda Flynn

DEED RESTRICTIONS

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, A. Patrick McEvoy a/k/a A.P. McEvoy (the "Owner"), is the owner of the following described property ("the Property"), being in particular an approximate 40.3 acre tract of land out of the Henderson Murphy Survey, Abstract No. 822, Town of Flower Mound ("Town"), Denton County, Texas, and being more particularly described in the metes and bounds description in Exhibit "A" which is attached hereto for all purposes.

II.

The Owner does hereby impress all of the Property with the following deed restriction ("restriction"), to wit:

Access: Ingress and egress to and from the Property and Kipling Drive is restricted solely to (a) Town emergency vehicle access, and (b) any traffic to and from solely that portion of the Property which is (i) shown on Exhibit "B" and (ii) constitutes a final platted lot adjacent to Lot 17 of Block A or Lots 1, 2 or 3 of Block F in Walden Creek Estates, the plat of which is recorded in Cabinet I, page 20, Denton County Deed Records. No other ingress and egress shall be permitted unless required by the Flower Mound Town Council at the time of final plat approval for the Property.

III.

These restrictions shall continue in full force and effect for a period of twenty (20) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated only with the consent of the Owner, the Flower Mound Town Council and the owners of at least one hundred percent (100%) of the lots in the Walden Creek Estates located within 300 feet of the Property ("Walden Creek Homeowners") and their respective successors or assigns. If an amendment or termination of these restrictions is approved, the Owner must then file the amending or terminating instrument in the Deed Records of Denton County at his sole cost and expense before the amendment or termination becomes effective.

V.

The Owner represents that he is the fee simple owner of the entirety of the Property and agrees that these restrictions inure to the benefit of the Town and the Walden Creek Homeowners. The Owner hereby grants the Town and the Walden Creek Homeowners the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction.

VI.

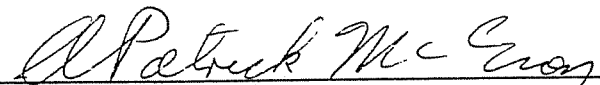
The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title or

interest in or to the Property, or any part thereof. Any person who acquires any right, title or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

VII.

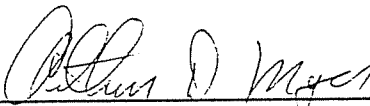
The Owner understands and agrees that this document shall be governed by laws of the State of Texas.

EXECUTED this the 22 day of June, 1994.


A. PATRICK McEVOY a/k/a A. P. McEVOY

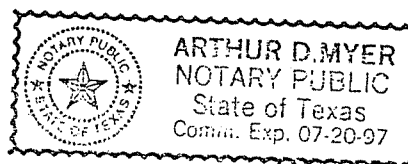
STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned, a notary public for the State of Texas, on this day personally appeared A. PATRICK McEVOY a/k/a A.P. McEVOY known to me to be the person whose name is subscribed to the foregoing Deed Restrictions.


Notary Public, State of Texas

My Commission Expires:

7/20/97



DA941540039
061494plg7
179D:S7697-48300-MCEV

EXHIBIT "A"

Page 1 of 3

FIELD NOTES

BEING a tract of land situated in the Henderson Murphy Survey, Abstract No. 822, Denton County, Texas, and being the tracts of land conveyed to A. Patrick McEvoy by the following deeds recorded in Denton County, Texas:

<u>GRANTOR</u>	<u>VOLUME</u>	<u>PAGE</u>
Century Manufacturing Co., Inc.	917	959
Vivian H. Orrill, et ux	484	264
Rufus W. High, Sr., et ux	494	226
Jerrell B. Crowley	494	224
Vivian H. Orrill, et ux	494	225
Century Manufacturing Co., Inc.	966	190
Century Manufacturing Co., Inc.	479	703
Curtis D. Hodgson	2128	166

Said consolidated land being more particularly described as follows:

BEGINNING at a 1/2-inch re-bar found on the north right-of-way line of a public road (Sentinel Oaks); said point being the southwest corner of the McEvoy tract and the southeast corner of a tract of land conveyed to Jeffrey A. Marquis by Warranty Deed in Volume 2733, Page 0504, Real Property Records, Denton County, Texas, and being on the east line of a dirt road (being used for ingress and egress by F.E. Bundy and egress by F.E. Bundy and others);

THENCE N 01°52'06" W, along the east line of said dirt road and along said Marquis Tract, passing at 185.40 feet the northeast corner of said Marquis Tract; said point also being the most easterly southeast corner of a tract of land conveyed to Mary Margret Cannon by Warranty Deed with Vendor's Lien, as recorded in Volume 2721, Page 15, Real Property Records, Denton County, Texas, and continuing said course for a total distance of 886.84 feet to a 1/2-inch re-bar set for a corner; said point being the southeast corner of a tract of land conveyed to F.E. Bundy and wife as recorded in Volume 458, Page 120, Real Property Records, Denton County, Texas;

THENCE N 01°33'30" W, along the east line of the said Bundy Tract, a distance of 419.93 feet to a steel fence post found on the south line of a tract of land conveyed to Billie D.C. Johns, et al, by Volume 1193, Page 902, Real Property Records, Denton County, Texas;

THENCE S 89°36'35" E, along the south line of the said Johns Tract, a distance of 311.48 feet to a concrete government marker No. B-139-1; said point being the southeast corner of the said Johns Tract;

EXHIBIT "A"

Page 2 of 3

THENCE N 01°53'57" W, along the east line of said Johns Tract, a distance of 877.44 feet to a concrete government marker No. B-139-2; said point being on the south line of the Replat of McKamy Creek, an addition to the Town of Flower Mound, Denton County, Texas, as recorded in Cabinet G, Page 242, Plat Records, Denton County, Texas;

THENCE S 89°58'32" E, along the south line of the said Johns Tract, passing at 211.38 feet the southeast corner of said Replat of McKamy Creek Addition; said also being the southwest corner of a tract of land conveyed to Realty Alliance of Texas, Ltd. by deed recorded in Volume 2635, Page 547, Real Property Records, Denton County, Texas, and continuing for a total distance of 990.40 feet to a concrete government marker No. B-139-3;

THENCE S 00°26'16" E, passing at 11.20 feet a 1/2-inch re-bar found at the northwest corner of Northshore-P.U.D. No. 9, an addition to the Town of Flower Mound, as recorded in Cabinet B, Page 76, Plat Records, Denton County, Texas, and continuing for a total distance of 888.14 feet to a concrete government marker o. B-139-4;

THENCE S 00°15'18" W, along the west line of said Northshore Addition, a distance of 570.83 feet to a 1-inch iron rod with a cap marked U.S. Government; said point also being the northeast corner of U.S. Government Tract No. B-144;

THENCE N 89°23'32" W, along the north line of said U.S. Government Tract B-144, a distance of 681.76 feet to a 1/2-inch re-bar set for corner;

THENCE N 09°43'30" W, along the northerly line of said U.S. Government Tract B-144, a distance of 582.81 feet to a 1/2-inch re-bar set for a corner;

THENCE N 89°18'54" W, along the northerly line of said U.S. Government Tract B-144, a distance of 30.00 feet to a 3-inch diameter brass cap set in concrete (U.S. Army Survey Marker) found for a corner;

THENCE S 03°02'16" E, along the northerly line of said U.S. Government Tract B-144, a distance of 574.56 feet to a 3-inch brass cap set in concrete (U.S. Army Survey Marker 1973) found for a corner;

THENCE N 89°23'32" W, along the northerly line of said U.S. Government Tract B-144, a distance of 188.00 feet to a 1/2-inch re-bar set for a corner;

THENCE S 00°12'25" W, along the west line of said U.S. Government Tract B-144, a distance of 726.72 feet to a 1/2-inch re-bar set for a corner on the north right-of-way line of Sentinel Oak;

THENCE S 88°53'13" W, along the north right-of-way line of Sentinel Oak, a distance of 266.41 feet to the POINT OF BEGINNING and CONTAINING 40.3557 acres of land, more or less.

EXHIBIT "A"

Page 3 of 3

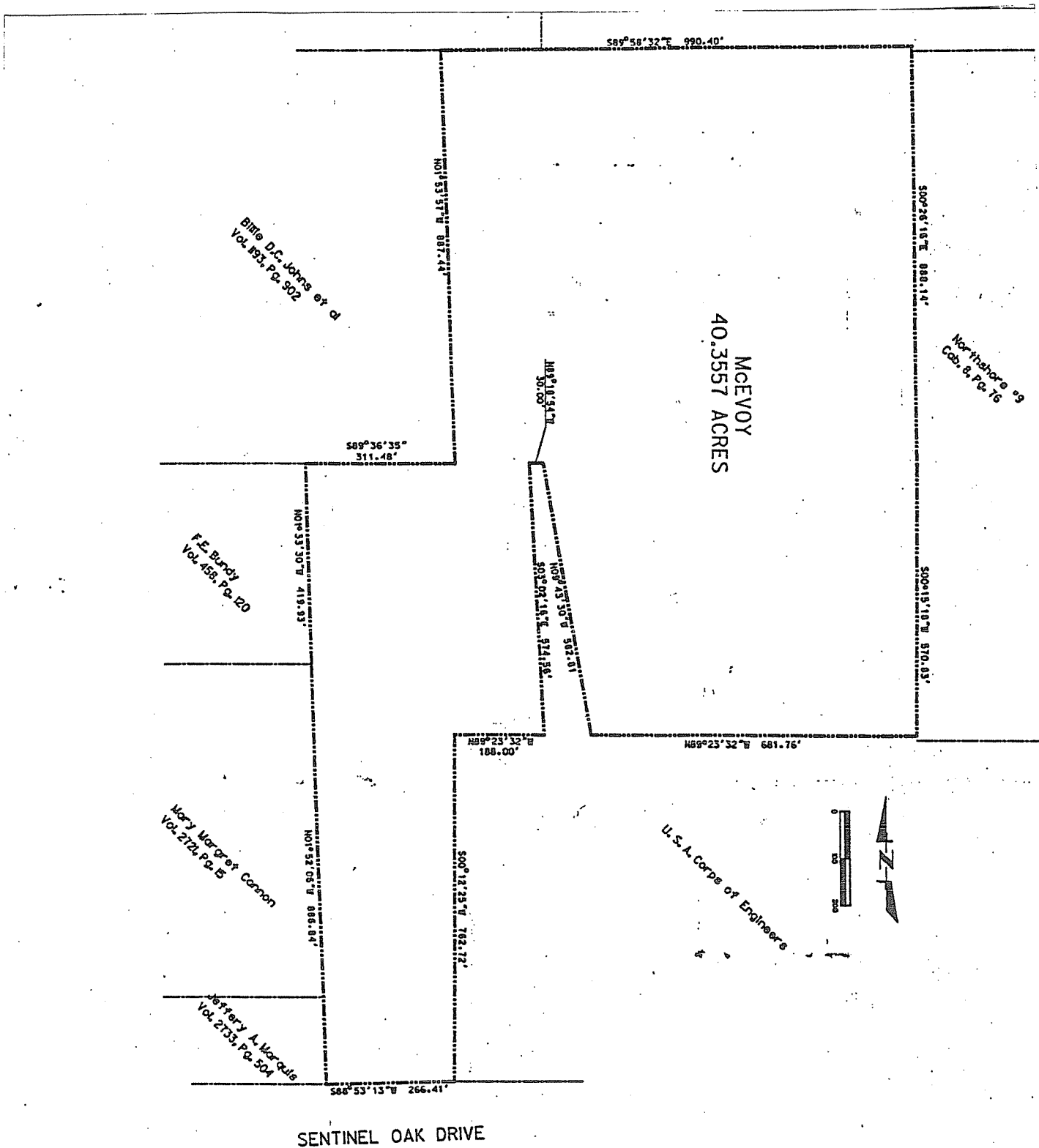
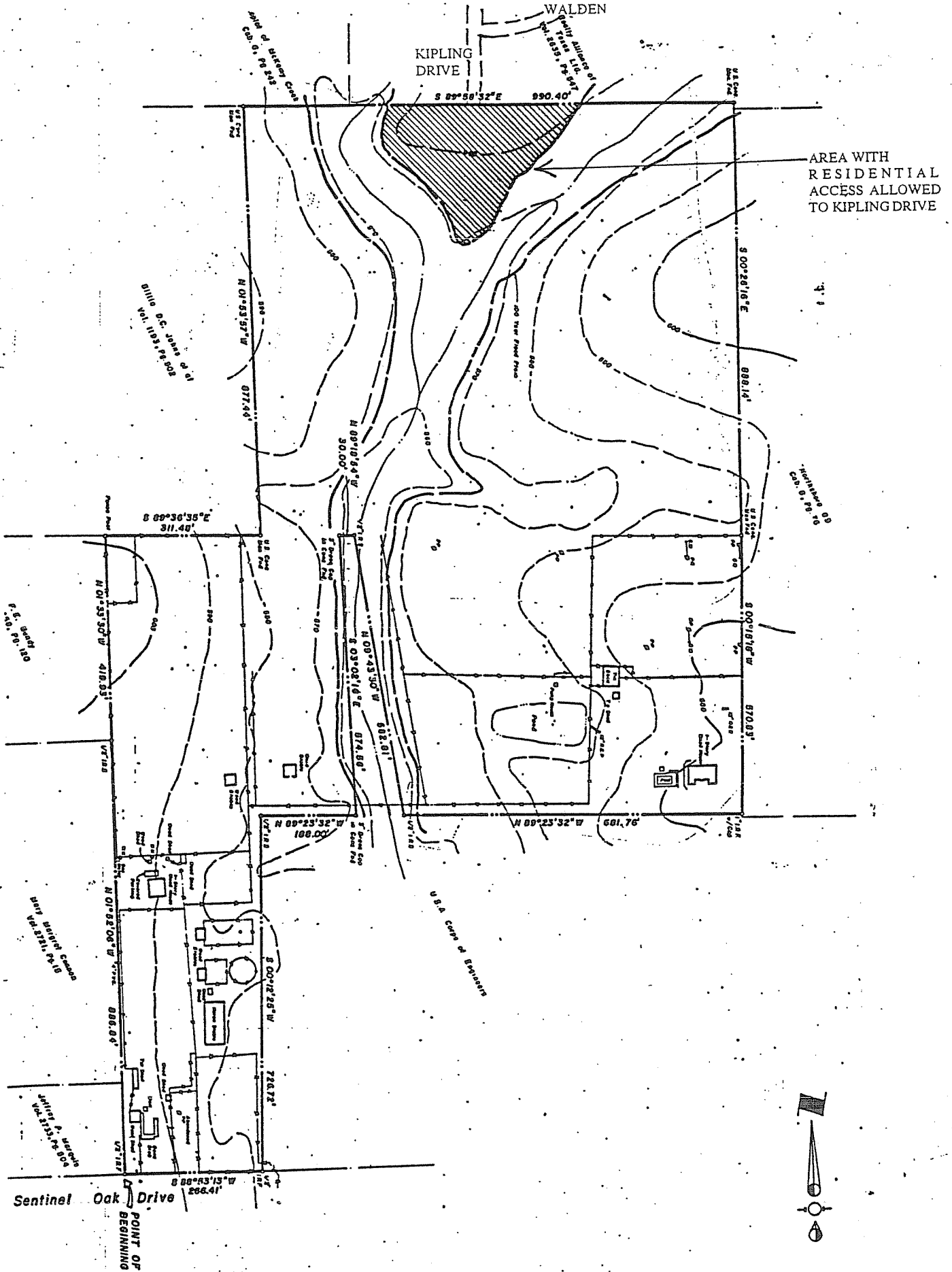


EXHIBIT "B"



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REUSE,
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF DENTON }
I hereby certify that this instrument was FILED in the File Number Sequence on
the date and the time stamped hereon by me, and was duly RECORDED, in the
Official Public Records of Real Property of Denton County, Texas on

JUN 24 1994

T. Hodges

COUNTY CLERK
DENTON COUNTY, TEXAS



Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES
/COUNTY CLERK

On 1994/06/24

At 10:12A

Number: 94-R0050536
Type: RST 23.00