

FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
WATERSTONE ESTATES, AN ADDITION  
TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

STATE OF TEXAS                    \$  
  \$     KNOW ALL PERSONS  
  \$     BY THESE PRESENTS THAT:  
COUNTY OF ROCKWALL        \$

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERSTONE ESTATES, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS (this “First Amendment”) is made by PULTE HOME CORPORATION OF TEXAS, a Michigan corporation (“Pulte”).

W I T N E S S E T H:

WHEREAS, Pulte is the current owner of all of the Lots in Waterstone Estates (the “Addition”), an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet C, Page 237, of the Map Records of Rockwall County, Texas;

WHEREAS, Pulte, as the Declarant, previously recorded or caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions (the “Original Declaration”) for the Addition in Volume 0971, Page 287 of the Deed Records of Rockwall County, Texas; and

WHEREAS, pursuant to Section 2.1(b) of the Original Declaration, Pulte, as the Developer and owner of all of the Lots, has determined the need for, and has approved, this First Amendment to the Original Declaration (the Original Declaration, as amended and modified by this First Amendment, shall hereinafter be referred to as the “Declaration” for all purposes hereof and for all purposes of the Declaration).

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pulte, for and on behalf of itself as a lot owner and as the Developer (as defined in the Declaration), hereby declares as follows:

1. All capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the meanings ascribed to such terms in the Original Declaration.

2. Section 4.9 of the Original Declaration is hereby amended by adding the following provisions to the end of said Section 4.9:

“Notwithstanding anything contained in this Section 4.9 to the contrary, with respect to Lots 14 through 34 and Lots 39 through 59 of Block A (the “Special Fence Lots”), no portion of any fence located along the sides or rear of any of said Special Fence Lots shall be more than six (6) feet in height as measured vertically from the ground to the top of said fence, and any fences located on a Special Fence Lot must be constructed of wrought iron or other material approved by the Developer or Committee (if formed). Furthermore, no fences are required to be constructed on said Special Fence Lots.”

3. All other terms and provisions of the Declaration shall remain in full force and effect.

EXECUTED by Pulte on the date shown in the acknowledgement below, to be effective as of May 17, 1995.

PULTE:  
PULTE HOME CORPORATION OF TEXAS,  
a Michigan Corporation,

By: \_\_\_\_\_ (Original Signed) \_\_\_\_\_  
Don Evans, Vice President

STATE OF TEXAS       \$  
COUNTY OF DALLAS \$

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Don Evans, Vice President of Pulte Home Corporation of Texas, a Michigan corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of Pulte Home Corporation of Texas, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of May, 1995.

(SEAL) \_\_\_\_\_ (Original Signed) \_\_\_\_\_  
Zelda L. McGriff

My commission expires: 6/15/98 Notary Public in and for the State of Texas