

SECOND 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 SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERSTONE ESTATES, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS (this “Second 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; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (the “First Amendment”) for the Addition recorded in Volume 1011, Page 121 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 Second Amendment to the Original Declaration (the Original Declaration, as amended and modified by this First Amendment and this Second 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, as amended by the First Amendment, is hereby further 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 1 through 4 of Block A, any subdivision perimeter fence located along the rear of any of said Lots 1 through 4 of Block A, shall be constructed of brick or stone only, and no wooden fencing shall be permitted for such perimeter fence on or adjacent to such Lots 1 through 4 of Block A; provided, however, that wooden fences shall be permitted along the sides of said Lots 1 through 4 of Block A.”

3. Section 6.4 of the Original Declaration is hereby amended by adding the following provisions to the end of said Section 6.4:

“Notwithstanding anything contained in this Article VI to the contrary, certain subdivision monuments and landscaping (“Monuments and Landscaping”) shall be installed on Lot 1 of Block A and Lot 1 of Block D (the “Monument Lots”) in the areas designated as 43’ X 43’ landscape areas depicted on Exhibit A attached hereto and incorporated herein, which Monuments and Landscaping shall be maintained by the owners of such Monument Lots. Furthermore, the owners of such Monument Lots shall be responsible for all costs and expenses relating to the maintenance and repair of such Monuments and Landscaping. In this regard, any electrical and/or water costs associated with such Monuments and Landscaping shall be included in the utility meters for such Monument Lots and shall be the sole responsibility of the owners of such Monument Lots.”

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

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EXECUTED by Pulte on the date shown in the acknowledgement below, to be effective as of October 18, 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 18th day of October, 1995.

(SEAL)

(Original Signed)
Zelda L. McGriff
Notary Public in and for the State of Texas

My Commission Expires:

6/15/98

