

FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WATERSTONE ESTATES

STATE OF TEXAS \$
 \$
COUNTY OF ROCKWALL \$

This FIFTH AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Waterstone Estates (“Amendment”) is executed by the authorized representative of Waterstone Estates on this 19th day of March, 2001.

RECITALS

A. Pulte Homes of Texas, L.P. (“Declarant”) has previously entered into that certain Declaration of Covenants, Conditions and Restrictions for Waterstone Estates (“Declarations”) dated January 3, 1995, recorded under Volume 0971, Page 287 of the Deed Records of Rockwall County, Texas.

B. The homeowners of Waterstone Estates desire to amend the Declarations pursuant to the terms and provisions of this Amendment.

FIFTH AMENDMENT

Waterstone Estates hereby amends the Declarations to read as follows:

1. Amendment 2. The Second Amendment, amending Section 6.4 of the Declarations, is hereby amended by adding the following paragraph, which shall be added after paragraph 3 of the Second Amendment:

2. Notwithstanding anything set forth in paragraph 3 of the Second Amendment, the Association (if formed) shall have the right, but not the duty, to expend whatever funds it deems necessary and proper, as determined by the Association, acting through its Board of Directors (“Board”), for the maintenance improvement, upkeep, and repair of the Monuments and Landscaping. The Association (if formed) shall have the right, but not the duty, to create and maintain separate electric and water utility meters for the Monuments and Landscaping, and to pay all bills associated therewith. The Association (if formed) shall have a right of unrestricted access to the Monuments and Landscaping for such maintenance, improvement, upkeep, and repair. No Monument Lot owner shall undertake any maintenance, improvement, upkeep, and/or repair of the Monuments and Landscaping, or engage in any other undertaking that would affect, alter, or change the

Monuments and Landscaping in any way, without the express prior written consent of the Board.

EXECUTED by the authorized representative of Waterstone Estates on the date shown in the acknowledgments below, to be effective as of the 19th day of March, 2001.

WATERSTONE ESTATES

By: _____ (Original Signed)
Name: Matthew R. Scott
Title: Board Chairman,
Waterstone Homeowners Association

STATE OF TEXAS \$
 \$
COUNTY OF ROCKWALL \$

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Matthew R. Scott, 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 Waterstone Estates, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of March, 2001.

(Original Signed)
Kimberly Ann Bevins
Notary Public in and for
the State of Texas

My commission expires May 15, 2002