

**STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

**FIRST AMENDMENT
TO THE DEED RESTRICTIONS FOR HEATHERWOOD ESTATES**

CENTENNIAL HOMES, INC., a Texas corporation (the "Declarant") is the owner of certain real property covered and included within HEATHERWOOD ESTATES, PHASE I & II, an addition to the City of Keller, Tarrant County, Texas, (the "City") according to the Plat or Map thereof recorded in Cabinet A, Slide 1414 of the Plat Records of Tarrant County, Texas (the "Property").

WHEREAS Declarant heretofore executed that certain Declaration of Deed Restrictions, dated October 6, 1993, recorded in Volume 11273, Pages 623 through 627 of the Tarrant County deed records (the "Existing Declaration"), which covers the Property.

WHEREAS Declarant desires that the Property 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 use of the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property, and which shall run with the Property 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 of any part of the Property, and the same shall be in addition to the Existing Declaration.

**ARTICLE I
ARCHITECTURAL CONTROL**

Section 1.1. Appointment. The Declarant shall designate and appoint an Architectural Control Committee (the "Committee") composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Lands. 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 1.2. Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining members) shall appoint a successor member. In default of this 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 1.3 Authority. No building, or other structure shall be commenced, placed, erected or altered on any lot, nor shall any exterior addition to these items be made until all plans and specifications and a plot 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 on the Lands;

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

(d) conformity with separate Architectural Guidelines, which the Committee shall have the authority to establish, regarding separation of houses with like or similar floor plans, elevations, and other features.

The Committee is authorized and empowered to consider and review 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 on the Lands. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 1.4. Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail or overnight delivery to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and 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 shall 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 these plans shall be returned to the lot owner or his designated representative. If disapproved by the Committee, one set of these 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. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove submitted 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 this 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

Grass shall be 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 inches (6") upon his property. Upon failure of any owner to maintain any lot, Declarant or its assigns may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of the lot involved shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of this work. This provision, however, shall in no manner be construed to create a lien in favor of any party within the subdivision for the cost of this work or the reimbursement for such work.

Section 2.4. Maintenance of Improvements. 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 2.5. Mailboxes. All mailboxes shall be constructed of brick, stone, or masonry to match the exterior of the house on the same lot.

Section 2.6. Parking. When two (2) or fewer vehicles (in addition to boats, trailers, recreational vehicles) are owned by the occupants of any house, all such vehicles shall be parked behind the front building line or in the garage overnight. Exceptions shall be allowed for overnight visitors. In no cases shall any vehicle remain parked on the street for a period of seventy-two hours or greater at any one time.

Section 2.7. Mortgages. It is expressly provided that the breach of this Declaration 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 of them encumbered by that mortgage or deed of trust, but these conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after that acquisition of title,

Section 2.8. Severability. If any condition, covenant or restriction contained in this Declaration shall be invalid, which invalidity shall not be presumed until it is so determined by the judgment or order of a court of competent jurisdiction, this invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 2.9. Binding Effect. Each of the conditions, covenants, restrictions and agreements contained in this Declaration is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood (hat these .conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except that lying within the Land. 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 Lands is on notice of the conditions, covenants, restrictions and agreements contained in this Declaration.

Section 2.10. Definition of "Owner". As used in this Declaration, the term "owner" shall refer to the record owner, whether one or more persons or entitles (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.

WITNESS my hand (his 15th day of December , 1993

CENTENNIAL HOMES, INC. By
Print Name: Joel H. Marshall

**THE STATE OF TEXAS
COUNTY OF DALLAS •**

This instrument was acknowledged before me on this 15th day of December, 1993 by Joel M. Marshall of Centennial Homes Inc

December 1993, by Joel H. Marshall, of Centennial Homes, Inc., A Texas corporation, on behalf of said corporation.