

Grayson County  
Wilma Blackshear Bush  
County Clerk  
Sherman, Texas 75090



70 2011 00019578

Instrument Number: 2011-00019578

Recorded On: September 28, 2011

As  
Recordings

Parties: FOUNTAIN CREEK ESTATES LLC

To

Billable Pages: 7

Number of Pages: 9

Comment: AMENDMENT

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	40.00
Total Recording:	40.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2011-00019578  
Receipt Number: 339234  
Recorded Date/Time: September 28, 2011 11:58:21A  
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User / Station: Y Stephens - Cashiering Station 2

**Record and Return To:**

WANDA POE  
1124 FOUNTAIN CREEK BLVD  
POTTSBORO TX 75076



THE STATE OF TEXAS  
COUNTY OF GRAYSON  
I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

*Wilma Blackshear Bush*

Wilma Blackshear Bush, Grayson County Clerk



pursuant to Section 3.02 hereof; and is hereinafter referred to as the "Development"; and

WHEREAS, Article I, Section 1.24 defines "Property" as:

"The term "Property", with an initial capital letter, shall mean and refer to that certain real property situated in Grayson County, Texas which is incorporated herein by reference. The Property refers to the Fountain Creek Estate Phase 1, a subdivision to the City of Pottsboro, Grayson County, Texas as recorded in Volume 15, Page 56 of the Plat records of Grayson County, Texas and as described in Exhibit "B" which is attached to those Declarations and incorporated by reference herein as if set forth at length. The Property shall also include any Additional Property made subject to the Declaration pursuant to Section 3.02 hereof"; and

WHEREAS, Article III, Section 3.02 provides for amendment of the Declaration by the Developer, and in part states:

"Additional Property. Developer reserves the right, in its sole and absolute discretion, at any time and from time to time during the pendency of the Declaration, to add and submit any Additional Property to the provisions of the Declaration and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of the Declaration by Developer, then any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of the Declaration by an instrument executed by Developer in the manner required for the execution of deeds and recorded in the Real Property Records of Grayson County, Texas, which instrument shall be deemed an amendment to the Declaration (which need not be consented to or approved by any Owner, Occupant, or Mortgagee of any Lot or Dwelling) and shall (a) refer to the Declaration stating the book and page number in the Real Property Records of Grayson County, Texas, where the Declaration is recorded, (b) contain a statement that such Additional Property is conveyed subject to the provisions of the Declaration or only specified portions thereof, (c) contain an exact description of such Additional Property and (d) state such other or different covenants, conditions and restrictions as the Developer, in its sole discretion, shall specify to regulate and control use, occupancy and improvement of such Additional Property. From and after the date on which an amendment to the Declaration is recorded in the Real Property Records of Grayson County, Texas, submitting any Additional Property to the terms and provisions of the Declaration, the number of votes in the Association shall be increased by the number of Lots or Dwellings within the Additional Property which are added and submitted to the Declaration so that there shall continue to be one vote in the Association per Lot or Dwelling within the Development.... Notwithstanding anything provided in the Declaration to the contrary, (1) the provisions of this Section 3.02 may not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Developer and (2) the rights reserved by Developer pursuant to this Section 3.02 shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless Developer, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to Section 3.02 of the Declaration."; and

WHEREAS, Developer desires to amend the Declaration as set forth below.

NOW, THEREFORE, Developer, in accordance with the procedure set forth in Article III, Section 3.02, hereby amends the Declaration as follows:

Article I, Section 1.24 is amended to read as follows:

"Property. "The term "Property", with an initial capital letter, shall mean and refer to that certain real property situated in Grayson County, Texas which is incorporated herein by reference. The Property refers to Fountain Creek Estate Phase 1, a subdivision to the City of Pottsboro, Grayson County, Texas as recorded in Volume 15, Page 56 of the Plat records of Grayson County, Texas and as described in Exhibit "B" which is attached to those Declarations and incorporated by reference herein as if set forth at length. The Property also refers to Fountain Creek Estates Phase 2, a subdivision to the City of Pottsboro, Grayson County, Texas, as recorded in Volume 21, Page 69 of the Plat Records of Grayson County, Texas and as described in Exhibit- "Legal Description" attached hereto and made a part hereof for all purposes. The Property shall also include any Additional Property made subject to the Declaration pursuant to Section 3.02 of the Declarations"

Article VIII, Section 8.12 is amended to read as follows:

"Garages.

- (a) Each Dwelling shall provided for parking for at least two (2) automobiles in garages equipped with garage doors. Carports shall not be permitted. Each Dwelling shall provide adequate off street parking within the property lines of each lot. Vehicles shall be parked only in driveways constructed in accordance with the provisions of Section 8.13 below. Vehicles shall not be parked on any landscaped or natural areas of a lot or Dwelling.
- (b) No Garage doors shall open onto or in front of a street. Garage doors shall be constructed of such materials as are approved by the ARC. Garages shall be kept closed at all times, except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ARC.
- (c) All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. Garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein.
- (d) Notwithstanding provisions contained herein as to Phase 2 lots only, secondary buildings and/or garages shall be allowed provided that said structures must be in keeping with the architecture and building materials of the home. Plans, specifications, and other documentation and information concerning the construction thereof must be submitted to and approved by the ARC in accordance with the provisions and requirements set forth in the Declaration."

Article VIII, Section 8.13 is amended to read as follows:

**“Driveways and Sidewalks.** All driveways and sidewalks for each Lot or Dwelling shall be constructed of concrete. Other materials (e.g. brick) may be used but only if approved by the ARC. All driveways and sidewalks shall be paved. Gravel or loose stone driveways and sidewalks are prohibited. Provided, however, that the foregoing shall not be applicable to any of the roadways within the Development which may constitute Common Areas.

Notwithstanding provisions contained herein, as to Phase 2 lots only, the first twenty feet (20') of the driveway shall be concrete from the curb. The remainder of the driveway from the end of the twenty feet (20') extending to the house must meet specifications established by Grayson County, Texas, otherwise currently called a chip and seal road.”

Article VIII, Section 8.27 is amended to read as follows:

**“Landscaping.**

- (a) The landscaping plan for each Lot or Dwelling in the Development shall be submitted to the ARC for approval pursuant to the provisions of Section 6.06 above. Each Owner shall, to the extent applicable, attempt to incorporate into the landscaping plan for his Dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers and natural environment, including drainage channels, which exist on such Lot.
- (b) All front and side yards of each Lot shall, unless approved by the ARC as a natural area or unless the same is landscaped with shrubbery and other approved plant life, be sodded with grass.
- (c) All landscaping for a Lot shall be completed no later than thirty (30) days following the issuance of a certificate of occupancy for the Dwelling situated thereon. The ARC reserves the right to require that the front of each Dwelling be landscaped prior to occupancy.
- (d) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot or Dwelling where such hedge or shrubbery interferes with traffic sight-lines for roadways within the Development. The determination of whether any such obstruction exists shall be made by the ARC, whose determination shall be final, conclusive and binding on all Owners.
- (e) No bird baths, fountains, reflectors, flagpoles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses, or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot or Dwelling.
- (f) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or Dwelling or in the rear (back) yard of any Lot or Dwelling if the same would be visible from any street.

- (g) The ARC may from time to time promulgate rules and regulations adopting an approved list of plant life which may be utilized on any Lot or Dwelling, which rules and regulations may prescribe that a minimum dollar amount be established and utilized as the landscaping budget for each Lot or Dwelling.
- (h) No Owner shall allow the grass on his Lot or Dwelling to grow in excess of six (6) inches, measured from the surface to the ground.
- (i) Seasonal or holiday decoration (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot or Dwelling as soon as such holiday passes.
- (j) The owner of each lot shall be required to plant two (2) trees in the front of each lot prior to occupancy. The trees shall be Oak, Ash, Cedar Elm, Maple, Bald Cypress, Pecan, Walnut. No Willow, Silver Leaf Maple, Sycamore, China Berry, or Cottonwood trees are allowed. Other varieties of trees may be approved by the ARC.
- (k) Notwithstanding provisions contained herein, as to Phase 2 lots only, irrigation and landscaping shall only be required from the curb to the front of the house and side yard. The rear yards are not required to be landscaped due to the size of the yard and the inability to see the rear yard from the curb."

Exhibit "A" to the Declaration is hereby amended to be applicable to, and include Fountain Creek Estates, Phase 2, and all Additional Property and subsequent phases as may be platted and added hereto from time to time. Notwithstanding provisions contained in Exhibit "A" to the Declaration, the minimum building size of heated and cooled living space for houses to be constructed on Phase 2 lots is 2,200 square feet. All other provisions set forth in Exhibit "A" to the Declaration shall continue to be in force and effect as set forth therein.

IN WITNESS WHEREOF, Developer of the Property hereby executes this Amendment evidencing the amendment of the Declarations to be effective upon its filing of record in the Official Public Records of Grayson County, Texas.

Dated this 27 day of September, 2011.

FOUNTAIN CREEK ESTATES, LLC,  
a Texas limited liability company

By:   
SCOTT BATES, President

Exhibit-"Legal Description"

SITUATED in the County of Grayson, State of Texas, being a part of the W. S. REEVES SURVEY, Abstract No. 1016, being a part of a 73.70 acre tract of land conveyed by Tom Ceci, et al to Fountain Creek Estates, LLC by deed dated March 25, 2002, recorded in Volume 3354, Page 653, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found ½ inch capped rebar stamped #4488 maintaining the Southeast corner of Lot Thirteen in Block "D" of Fountain Creek Estates, Phase 1, an Addition to the City of Pottsboro, Texas as shown by plat of record in Volume 16, Page 92, Plat Records, Grayson County, Texas, on the Southerly South line of said 73.70 acre tract, the Northerly North line of a 64.27 acre tract of land conveyed by Blue Bonnet Properties, L.P. to T Bar Ranch, L.P. by deed dated December 22, 2005, recorded in Volume 3985, Page 882, Official Public Records, Grayson County, Texas;

THENCE North 01 deg. 07 min. 46 sec. East, with the East line of said Lot Thirteen, a distance of 120.00 feet to a found ½ inch capped rebar stamped SARTIN-3694 maintaining its Northeast corner, on the South line of Alexis Drive;

THENCE South 88 deg. 52 min. 14 sec. East, with the South line of said Alexis Drive, a distance of 51.59 feet to the Southerly Southeast corner of said Fountain Creek Estates, Phase 1;

THENCE North 01 deg. 07 min. 46 sec. East, with an East line of said Fountain Creek Estates, Phase 1, a distance of 50.00 feet to a found ½ inch rebar stamped #4488 maintaining the Southeast corner of Lot One in Block "G" of said Fountain Creek Estates, Phase 1;

THENCE in a Northwesterly direction with an East line of both said Block "G" and Fountain Creek Estates, Phase 1, the following calls and distances:  
North 02 deg. 35 min. 31 sec. West, a distance of 107.36 feet to a set ½ inch capped rebar stamped SARTIN-3694 for the Northeast corner of said Lot One, the Southeast corner of Lot Two;  
North 11 deg. 08 min. 22 sec. West, a distance of 97.71 feet to a found ½ inch capped rebar stamped #4488 maintaining the Northeast corner of said Lot Two, the Southeast corner of Lot Three;  
North 17 deg. 25 min. 45 sec. West, a distance of 52.59 feet to a found ½ inch capped rebar stamped #4488 at an angle point in the East line of said Lot Three;

THENCE North 78 deg. 15 min. 07 sec. East, a distance of 272.06 feet to a set ½ inch capped rebar stamped SARTIN-3694;

THENCE East, a distance of 472.44 feet to a set ½ inch capped rebar stamped SARTIN-3694 in the center of line "B" of a sanitary sewer easement granted to the City of Pottsboro in Volume 1368, Page 616, Deed Records, Grayson County, Texas;

THENCE South 27 deg. 10 min. 05 sec. West, with the center of said Line "B" of sanitary sewer easement, a distance of 220.41 feet to a sanitary sewer manhole at an angle point in said line;

THENCE South 01 deg. 11 min. 41 sec. West, leaving said sanitary sewer easement and continuing for a total distance of 295.11 feet to a set ½ inch capped rebar stamped SARTIN-3694 on the South line of said 73.70 acre tract, the Northerly North line of the above mentioned T Bar Ranch 64.27 acre tract;

THENCE North 88 deg. 48 min. 18 sec. West, with the Southerly South line of said 73.70 acre tract, the Northerly North line of said 64.27 acre tract, a distance of 647.89 feet to the PLACE OF BEGINNING and containing 6.98 ACRES OF LAND more or less.

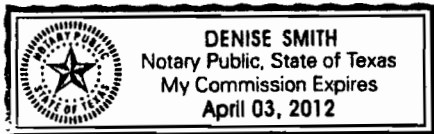
STATE OF TEXAS

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§  
§

COUNTY OF GRAYSON

Before me, a notary public, on this day personally appeared SCOTT BATES, President of FOUNTAIN CREEK ESTATES, LLC, a Texas limited liability company, on behalf of said company.

Given under my hand and seal of office this the 27<sup>th</sup> day of September, 2011.



*Denise Smith*  
NOTARY PUBLIC- STATE OF TEXAS

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Munson, Munson, Cardwell & Tillett  
301 W. Woodard - P. O. Box 1099  
Denison, Texas 75020  
(903) 463-3750



Bk	Vol	Ps
00019578	OR 5027	800

Filed for Record in:  
Grayson County

On: Sep 28, 2011 at 11:58A

As a  
Recording

Document Number: 00019578

Amount: 40.00

Receipt Number -

**339234**

By,  
Yolanda Stephens

STATE OF TEXAS COUNTY OF GRAYSON  
I hereby certify that 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:  
Grayson County  
as stamped hereon by me.

Sep 28, 2011

Wilma Blackshear Bush, County Clerk  
Grayson County