

FIRST AMENDMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 OF FOUNTAIN LAKE TOWNHOMES

THE STATE OF TEXAS       §  
 COUNTY OF POLK           §       KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Fountain Lake, Inc., a Texas Corporation, hereinafter called "Declarant", caused that certain Declaration of Covenants, Conditions and Restrictions for Fountain Lake Townhomes to be filed in Volume 529, Page 43 of the Official Records of Polk County, Texas, hereinafter called "Declaration"; and

WHEREAS, Declarant owns one hundred percent (100%) of the Lots in Fountain Lake; and

WHEREAS, it is the desire of Declarant to more completely define the Common Area subject to the Declaration by inclusion of an Exhibit "D" to the Declaration, attached hereto and incorporated herein by reference, and to make certain other Amendments thereto in order to meet the requirements of Lenders for the Project.

NOW THEREFORE, in consideration of the premises, Declarant hereby amends the Declaration as follows:

1. Article I, Paragraph 1.2 is hereby amended to read as follows:
 

1.2 COMMON AREA. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association. The Common Area shall mean and refer to all of the Property save and except the thirty-four (34) numbered Lots shown on the Plat of the Property on which there is, or will be, constructed a single-family Townhouse. The Common Area is more particularly described in Exhibit "D".
2. Article II,. Paragraph 2.1e is hereby amended to read as follows:

e. the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and, subject to the consent of all Lienholders, to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder, and no property on which any recorded or dedicated easement is located may be mortgaged.

3. Article X, Paragraph 10.4 is hereby amended to read as follows:

"10.4 COMMON AREA ALIENATION. Except as to the Owners Association's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, abandoned, partitioned, subdivided, transferred or otherwise encumbered without the approval of sixty-seven (67%) of the First Mortgagees (based upon one vote for each mortgage owned), except as provided in Paragraphs 2.1c and 2.1e herein."

4. Exhibit "B" attached to and incorporated in the Declaration is hereby amended to include the following additional property:

"All or any portion of Reserve TRACT "D" Fountain Lake, a subdivision of 12.569 acres of land in Polk County, Texas, according to the Plat thereof recorded in Volume 10, Pages 3 and 4, Plat Records of Polk County, Texas, and as amended by Plat recorded in Volume 10, Pages 6 and 7 of the Plat Records of Polk County, Texas."

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 27<sup>th</sup> day of January, 1986.

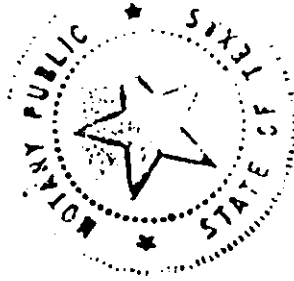
FOUNTAIN LAKE, INC.

By: [Signature]  
DEBORAH KAY, Vice-President

THE STATE OF TEXAS X  
COUNTY OF POLK X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DEBORAH KAY, as Vice-President of FOUNTAIN LAKE, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 day of January, A. D., 1986.



[Signature]  
Notary Public in and for  
The State of T E X A S

My Commission Expires:

October 4, 1989

Common Area  
Fountain Lake

1. All the Townhomes TRACT "G", Fountain Lake, a subdivision of 12.569 acres of land in Polk County, Texas, according to the Plat thereof recorded in Volume 10, Pages 3 and 4 of the Plat Records of Polk County, Texas, and as amended by Plat recorded in Volume 10, Pages 6 and 7 of the Plat Records of Polk County, Texas. SAVE AND EXCEPT Lots 101 through 124, both inclusive, of TOWNHOMES TRACT "G", Fountain Lake.
2. All of Townhomes TRACT "F", Fountain Lake, a subdivision of 12.569 acres of land in Polk County, Texas, according to the Plat thereof recorded in Volume 10, Pages 3 and 4 of the Plat Records of Polk County, Texas, and as amended by Plat recorded in Volume 10, Pages 6 and 7 of the Plat Records of Polk County, Texas. SAVE AND EXCEPT Lots 125 through 134, both inclusive, of TOWNHOMES TRACT "F", Fountain Lake.

STATE OF TEXAS }  
COUNTY OF POLK }

I, ALINE STEPHENSON, hereby certify that this instrument was FILED in the number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

JAN 27 1986



*Aline Stephenson*  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD

1986 JAN 27 AM 11:30

CLERK OF COUNTY RECORDS  
POLK COUNTY, TEXAS

*Aline Stephenson*

## SECOND AMENDMENT TO

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FOUNTAIN LAKE TOWNHOMES

STATE OF TEXAS           X  
COUNTY OF POLK         X

WHEREAS, FOUNTAIN LAKE, INC., a Texas corporation, hereinafter called "Declarant", recorded that certain Declaration of Covenants, Conditions and Restrictions of FOUNTAIN LAKE, as recorded in Volume 529, Pages 43 et seq of the Official Records of Polk County, Texas, hereinafter called the "Declaration"; and

WHEREAS, the project known as "FOUNTAIN LAKE" is still in the Construction and Sale Period, as defined in the Declaration, and Declarant desires to amend the Declaration for the purpose of resolving or clarifying certain ambiguities or conflicts therein, and to correct inadvertent misstatements, errors and omissions, all in accordance with Article X, Section 10.3d of the Declaration.

NOW, THEREFORE, in consideration of the premises, Declarant hereby amends the Declaration to read as follows:

1. Article VIII, Section 8.5 is hereby amended to read as follows:

8.5 SIGNS. No advertising signs (except not more than one "For Lease" or "For Sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed, permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Dwelling Unit or any resident thereof. No such "For Lease" or "For Sale" sign shall be placed on the exterior of any Building, and may only be placed in the interior so as to be visible through a window of the Building. No such sign may be larger than 20 inches in height by 24 inches in width, and may only contain the words "For Lease" or "For Sale" and a telephone number. Declarant, however, shall have the sole right to erect identifying signs of any size at each entrance to the Property. The Board of Directors reserves the right to approve the size, design, colors and wording of all signs, and reserves the right to enter in and upon any Lot or Dwelling Unit for the purpose of removing any sign being maintained thereon which has not been approved. No business activities of any kind whatever shall be conducted in any Building or in any portion of the Property. However, the foregoing covenants shall not apply to the business activities, signs, and billboards for the construction and maintenance of Buildings, if any, of Declarant, its agents and assigns, during the Construction and Sale Period, or of the Association as incorporated or to be incorporated under the laws of the State of Texas, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed  
on this the 14 day of March, 1988.

FOUNTAIN LAKE, INC.

By: *Robert Kay*  
ROBERT KAY, President

STATE OF TEXAS        I  
COUNTY OF POLK        I

This instrument was acknowledged before me on March 14, 1988, by ROBERT  
KAY, President of FOUNTAIN LAKE, INC., a Texas corporation, on behalf of said  
corporation.



*James W. Wright*  
Notary Public, State of Texas  
Printed Name: James W. Wright  
Commission Expires: Oct 4, 1989

AFTER RECORDING, RETURN TO:  
Fountain Lake, Inc.  
P. O. Box 328  
Point Blank, Texas 77364

PREPARED BY:  
James W. Wright, Attorney at Law  
109 East Polk Street  
Livingston, Texas 77351

STATE OF TEXAS }  
COUNTY OF POLK }  
I, MARTHA JOHNSON, hereby certify that this instrument was  
FILED in the file number seven one on the date and at the time  
stamped hereon by me, and was duly RECORDED in the Official  
Public Records in volume and page of the named RECORDS of  
Polk County, Texas as stamped hereon by me on

MAR 14 1988



*Martha Johnson*  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD

1988 MAR 14 PM 3:49

MARTHA JOHNSON, CLERK  
POLK COUNTY, TEXAS

BY: *Martha Johnson*