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AFTER RECORDING RETURN TO:  
Tim Hagen  
Hagen & Parsons, P.C.  
14643 Dallas Parkway, Suite 570  
Dallas, Texas 75254

**FIRST AMENDMENT TO FIRST SUPPLEMENTARY DECLARATION  
TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GRIFFIN PARC  
(Griffin Parc, Phase 2)**

THIS FIRST AMENDMENT TO FIRST SUPPLEMENTARY DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRIFFIN PARC (this "Amendment") is made by FRISCO LEGACY, LTD., a Texas limited partnership ("Declarant"), as of the 9 day of October, 2002.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Griffin Parc (the "Original Declaration"), dated July 16, 2001, and recorded in the Real Property Records of Denton County, Texas, under County Clerk's File No. 2001-R0071254; and

WHEREAS, Declarant executed that certain First Supplementary Declaration of Covenants, Conditions and Restrictions for Griffin Parc (the "First Supplement"), dated September 26, 2002, and recorded in the Real Property Records of Denton County, Texas, under County Clerk's File No. 2002-R0121039; and (Volume 5179, page 150)

WHEREAS, the Original Declaration and the First Supplement (collectively, the "Declaration") remain in full force and effect; and

WHEREAS, Section 19(a) of the First Supplement provides that during the time Declarant owns any Lot located within the Annexed Property, Declarant may amend or change the Protective Covenants, acting alone, so long as Declarant owns a majority of the Lots within the Annexed Property; and

WHEREAS, Declarant owns a majority of the Lots within the Annexed Property; and

WHEREAS, Declarant desires to amend the First Supplement in certain respects.

NOW, THEREFORE, Declarant declares that the Annexed Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the First Supplement, as amended hereby.

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1. As used herein, all capitalized terms shall have the meanings assigned to such terms in the First Supplement.
2. Section 5 of the First Supplement is hereby amended to read as follows:
  5. Minimum Floor Space. Section 9.04 of the Declaration shall not apply to the Lots in the Annexed Property, but the following shall be applicable to the Lots in the Annexed Property:

All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each single family detached residential dwelling constructed on a Non-Townhouse Lot shall contain a minimum of one thousand eight hundred (1,800) square feet. Each residential dwelling constructed on a Townhouse Lot shall contain a minimum of one thousand four hundred (1,400) square feet.
3. Section 12 of the First Supplement is hereby amended to read as follows:
  12. Fences and Hedges. Section 9.15 of the Declaration shall not apply to the Lots in the Annexed Property, but the following shall be applicable to the Lots in the Annexed Property:

No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee will strive to protect and preserve views of the Common Properties. All wooden fences shall: (i) be of spruce or better wood materials (except structural components); (ii) have a maximum height of six (6) feet, of which the first four (4) feet may be solid wood, but joint, or board on board, or as otherwise approved in writing by the Architectural Control Committee, and the top two (2) feet shall be lattice-type wood, PVC, or as otherwise approved in writing by the Architectural Control Committee, and (iii) stained with a cedar transparent stain, clear

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sealer, or left natural; provided, however, any wood fence situated on a corner Lot and adjacent to any street (excluding alleys) must be stained a transparent cedar color. The finished side of all wood picket fences shall face the north or the east, unless the wood picket fence is adjacent to a public street, alley, or a Common Property, in which case, the finished side shall face the public street, alley, or Common Property. All decorative steel fences shall (i) be of a "wrought iron" design, (ii) have a maximum height of six (6) feet; and (iii) be painted flat black or white, in an exterior rust resistant oil base paint. Dog-eared top fences shall be permitted. Notwithstanding anything to the contrary contained herein, picket fences less than 48 inches in height may extend to the front, rear, or side property line of any Lot. Hedges on Non-Townhouse Lots shall not exceed 48 inches in height and shall be maintained and clipped in an attractive manner. Hedges on Non-Townhouse Lots may extend to the front, rear, or side property line of a Lot, but shall be planted at least two feet (2') from the sidewalk and shall be maintained so as not to restrict the use of the sidewalk. Hedges on Townhouse Lots shall not exceed 96 inches in height. All service and sanitation facilities, clothes lines, wood piles, tool sheds and air conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be visible from the adjoining Lots, the Common Properties, or the residential streets. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions based on the location of such fencing.

(a) Front Yard Fencing. Fencing and hedges will be allowed to extend from the perimeter of a dwelling to the front, side, or rear property lines. Fencing in the front yard of any Lot (i) shall have a minimum height of 36 inches and a maximum height of 42 inches, excluding the posts or columns; (ii) shall be decorative steel "wrought iron" or pickets of wood or plastic, such that at least

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fifty percent (50%) of the fence area is open space; and (iii) may contain masonry columns that match the masonry used in the main residence.

(b) Corner Yard Fencing. Fencing on corner Lots visible from the streets or Common Properties shall be constructed as noted in Subparagraph (a) above. Wrought-iron fences or picket fences may extend to the front property line of the Lot, provided the fences comply with the height limitations set forth above, and to the side property line of the Lot adjacent to the street. Fencing constructed of any other materials which creates a privacy fence may be solid for the first four feet (4') with the top two feet (2') of the fence constructed of lattice type material. Fencing on corner Lots must be set back at least ten (10) feet from the primary front dwelling wall facing the street and at least five (5) feet from the side of the Lot adjacent to the side street, to allow for a landscape buffer between the sidewalk and the fence. Notwithstanding the above, no landscape buffer will be required if the fence is located in the same plane as the side wall of the dwelling (i.e., an extension of the side wall of the dwelling to the rear property line of the Lot). Side yard fencing adjacent to the street on Townhouse Lots (i) shall be wrought iron (steel pickets only); (ii) shall extend a length not to exceed 85 linear feet of the side yard; (iii) may be located on the side yard property line of the Lot if the required landscaping is located on the inside of the fence or, if the required landscaping is located outside of the fence, the fence shall be a minimum of eighteen inches (18") inside the property line.

(c) Rear Yard Fencing. Privacy type rear yard fences situated on Townhouse Lots must be a minimum of seven feet (7') inside the rear property line of the Lot.

(d) Fencing Adjacent to Common Areas. The Owners of all Lots adjacent to a Common Property shall construct and maintain a steel, plastic, or wood picket fence along the property line between the Lot and the Common Property.

4. Except as set forth in this Amendment, there are no additional amendments or modifications to the First Supplement.
5. This Amendment shall be effective as of October 9, 2002, the date the First Supplement was recorded in the Real Property Records of Denton County, Texas.

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EXECUTED as of the date set forth above.

**FRISCO LEGACY, LTD.,**  
a Texas limited partnership

By: **BLACKARD FRISCO LEGACY, L.P.,**  
a Texas limited partnership- General Partner

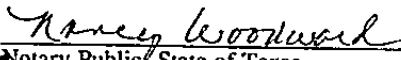
By: **BLACKARD GENERAL PARTNER, INC.,**  
a Texas corporation - General Partner

By:   
Jeffery D. Blackard, President

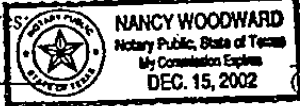
STATE OF TEXAS §  
  §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JEFFORY D. BLACKARD, President of BLACKARD GENERAL PARTNER, INC., a Texas corporation and the general partner of BLACKARD FRISCO LEGACY, L.P., a Texas limited partnership and the general partner of FRISCO LEGACY, LTD., a Texas limited partnership, 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of such entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9<sup>th</sup> day of October, 2002.

  
Notary Public, State of Texas

My Commission Expires:



\_\_\_\_\_  
(Printed or Typed Name of Notary)

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**CONSENT, JOINDER AND SUBORDINATION OF MORTGAGEE**

IHP INVESTMENT FUND III, L.P., a California limited partnership ("IHP"), the mortgagee holding a current deed of trust lien on all or a portion of the Annexed Property does hereby consent to the execution and recordation of the foregoing First Amendment to the First Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Griffin Parc, and agrees that all liens currently held by it shall be subject and subordinate to the provisions of the foregoing First Amendment but not to any modifications or amendments thereof (unless same are consented to in writing by IHP) and not to the lien of any of the Assessments (as defined therein). Notwithstanding the other provisions of this paragraph, IHP does not join in making any warranties or covenants on the part of Declarant and by this Consent, Joinder and Subordination of Mortgagee shall not be deemed to have assumed any obligations, liabilities or indemnities (if any) of Declarant pursuant to the foregoing First Amendment.

EXECUTED this the 10<sup>th</sup> day of October, 2002.

IHP INVESTMENT FUND III, L.P.,  
a California limited partnership

By: INSTITUTIONAL HOUSING PARTNERS III L.P.,  
a California limited partnership - General Partner

By: INSTITUTIONAL HOUSING PARTNERS, INC.,  
a California corporation - General Partner

By: Richard M. Milham  
Name: Richard M. Milham  
Title: Vice President

By: J. Tim Moore  
Name: J. TIM MOORE  
Title: SR VICE PRES

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STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Richard M. Milan, Vice President of INSTITUTIONAL HOUSING PARTNERS, INC., a California corporation and general partner of INSTITUTIONAL HOUSING PARTNERS III L.P., a California limited partnership and general partner of IHP INVESTMENT FUND III, L.P., a California limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of such entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10<sup>th</sup> day of October, 2002.



My Commission Expires

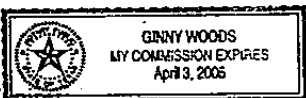
4/3/05

Ginny Woods  
Notary Public, State of Texas  
Ginny Woods  
(Printed or Typed Name of Notary)

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared St. Tim Moore, Sr. Vice President of INSTITUTIONAL HOUSING PARTNERS, INC., a California corporation and general partner of INSTITUTIONAL HOUSING PARTNERS III L.P., a California limited partnership and general partner of IHP INVESTMENT FUND III, L.P., a California limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of such entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10<sup>th</sup> day of October, 2002.



My Commission Expires

4/3/05

Ginny Woods  
Notary Public, State of Texas  
Ginny Woods  
(Printed or Typed Name of Notary)

After Recording Return to:

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Filed for Record in:  
DERTON COUNTY, TX  
CYNTHIA MITCHELL, COUNTY CLERK

On Oct 18 2002  
At 11:37am

Receipt #: 59549  
Recording: 17.00  
Doc/Mgmt: 6.00  
Doc/Num: 2002-R0132773  
Doc/Type: AMD  
Deputy -Jane