

COPY

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THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TOWER PLACE, INC.

C & N, LP, a Texas limited partnership (herein the "Declarant") was the declarant of a certain Declaration of Covenants, Conditions, & Restrictions of Tower Place, Inc. (herein the "Declaration"), filed of record in Volume 2736, Page 1, the deed records of Kaufman County Deed Records, Kaufman County, Texas, and files this First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Tower Place, Inc. (herein the "First Amendment") and Tower Place, Inc. (herein the "Homeowners Association") hereby agree to amend the Declaration.

Recitals

WHEREAS, the Declarant acknowledges that all the land subject to the Declaration and this First Amendment is known as The Tower Place, Inc. (herein the "Property"). That The Property is located entirely in the City of Terrell, Kaufman County, Texas, and is more fully described Exhibit "A" to this First Amendment.

WHEREAS, that Tower Place, Inc., a Texas non-profit corporation, is the homeowner's association of the Property.

WHEREAS, that Declarant is currently in compliance with the terms and conditions of Declaration.

NOW, THEREFORE, as per the terms and conditions of the Declaration, the Declarant and the Homeowners Association agree to amend the Declaration in this First Amendment as follows:

Amendment

That Declarant and the Homeowners Association, as per the terms and conditions of the Declaration, do hereby expressly agree and covenant to amend the Declaration as follows:

A. Section 1.13 of the Declaration is deleted in its entirety and replaced with the following:

"1.13. " Dwelling" means the zero lot line single family residence owned by a single Owner, on a lot or two or more adjacent lots, and all other

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improvements on the lot. Where the context indicates or requires, "dwelling" includes the lot."

B. Section 1.16 of the Declaration is deleted in its entirety and replaced with the following:

"1.16. "Member" means a member of the Association, each member being an Owner of one lot or two or more adjacent lots, unless the context indicates that member means a member of the board or a member of a committee of the Association."

C. Section 1.18 of the Declaration is deleted in its entirety and replaced with the following:

"1.18. "Owner" means a holder of recorded fee simple title to one lot or two or more adjacent lots. Declarant is the initial Owner of all lots. Contract sellers and mortgagees who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners. Every Owner is a member of the Association."

D. Section 4.3 of the Declaration is deleted in its entirety and replaced with the following:

"4.3. VOTING. One vote is appurtenant to each lot, however, should an Owner own two or more adjacent lots with only one Dwelling then such Owner shall only be entitled to one vote. The total number of votes equals the total number of lots in the Property. Each vote is uniform and equal to the vote appurtenant to every other lot, except during the Development Period as permitted in Appendix B. Votes may be cast by written proxy, according to the requirements of the bylaws. Cumulative voting is not allowed. The vote appurtenant to a lot is not divisible by co-owners, who are subject to the following provisions:"

E. Section 4.3.1 of the Declaration is deleted in its entirety and replaced with the following:

"4.3.1. Co-Owners Voting at Meeting. If only one of the multiple co-owners of a lot, or two or more adjacent lots, is present at a meeting of the Association, that person may cast the vote allocated to the lot. If more than one of the co-owners is present, the lot's one vote may be cast with the co-owners' unanimous agreement. Co-owners are in unanimous agreement if one of the co-owners casts the vote and no other co-owner makes prompt protest to the person presiding over the meeting."

F. Section 4.3.2 of the Declaration is deleted in its entirety and replaced with the following:

"4.3.2. Co-Owners Voting by Proxy or Ballot. Any co-owner of a lot, or two or more adjacent lots, may vote by ballot or proxy, and may register protest to the casting of a vote by ballot or proxy by the other co-owners. If the person presiding over the meeting or balloting receives evidence that the co-owners disagree on how the one appurtenant vote will be cast, the vote will not be counted."

G. Section 5.1 of the Declaration is deleted in its entirety and replaced with the following:

"5.1. PURPOSE OF ASSESSMENTS. The Association will use assessments for the general purposes of preserving and enhancing the Property, and promoting the recreation, common benefit, and enjoyment of Owners and residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the board's decision with respect to the use of assessments is final. Notwithstanding anything to the contrary, should an Owner own one or

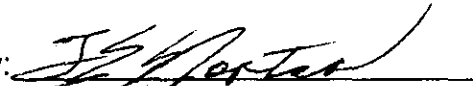
two or more adjacent lots, that Owner shall be obligated to pay an assessment for each lot owned."

H. Section 9.2.3 of the Declaration is deleted in its entirety and replaced with the following:

"9.2.3. Garage. A dwelling must have an attached garage for at least one (1), but not more than three (3) standard-size cars, unless otherwise required by the City of Terrell."

This First Amendment is signed and acknowledged on this 17th day of April, 2007.

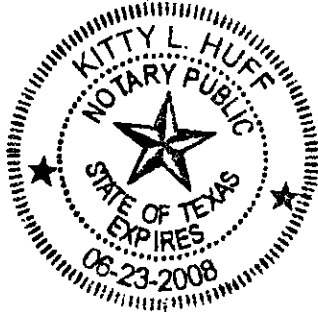
C & N, L.P.,
BY: N & C, LLC
General Partner


By: 
TOM NORTON,
President

STATE OF TEXAS

COUNTY OF KAUFMAN

BEFORE ME, the undersigned authority, on this day personally appeared Tom Norton, President, of N & C, LLC, 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 as an act of such limited partnership in its capacity as General Partner for C & N, LP.




Notary Public's Signature
Commission Expires: _____

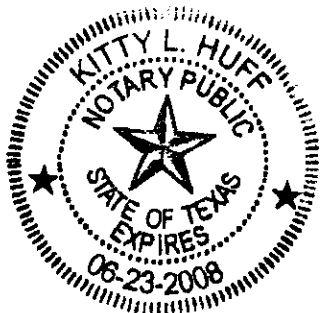
TOWER PLACE INC.,

By: Wyatt Cox
WYATT COX,
President

STATE OF TEXAS

COUNTY OF KAUFMAN

BEFORE ME, the undersigned authority, on this day personally appeared Wyatt Cox, President, of Tower Place, Inc. and acknowledged to me that he executed the same as an act of such corporation in his capacity as President.



[Handwritten Signature]
Notary Public's Signature
Commission Expires: _____

**THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF TOWER PLACE, INC.**
EXHIBIT "A"
PROPERTY DESCRIPTION

Part of Lot 14, Block A, Wilson Terrace No. 2 Addition, an Addition to the City of Terrell, Kaufman County, Texas, according to the plat thereof recorded in Cabinet 1, Envelope 142, Plat Records, Kaufman County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for corner at the North corner of said Lot 14;

THENCE South 42 deg. 26 min. 06 sec. East, along the Northeast line of said Lot 14, a distance of 12.65 feet to a 1/2" iron rod found for corner at the North corner of a 0.488 acre tract conveyed to William K. Choate, as recorded in Volume 961, Page 902;

THENCE South 47 deg. 22 min. 22. sec. West, along the Northwest line of said Choate tract, a distance of 129.85 feet to a 1/2" iron rod set for corner;

THENCE North 43 deg. 41 min. 04 sec. West, along the Southwest line of said Lot 14, a distance of 12.66 feet to a 1/2" iron rod set for corner at the West corner of said Lot 14;

THENCE North 47 deg. 22 min. 22 sec. East along the Northwest line of said Lot 14, a distance of 130.13 feet to the POINT OF BEGINNING and containing 0.038 acres of land.

AND

A part of Lot 13, Block A, of the Replat of Part of Wilson Terrace No. 2, to the City of Terrell, as recorded in Plat Cabinet 1, envelope 621, of the Plat Records of Kaufman County, Texas, and being a part of said Lot as conveyed from Norton Development Co., to Tenco Properties, Inc., as recorded in Volume 111, Page 962, of the Deed Records of Kaufman County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for corner at the South corner of said Lot 13, said point being in the new Northwest R.O.W. of Ninety Street and being 6.50 feet Northwest of the Northwest back of curb on Ninety Street;

**THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF TOWER PLACE, INC.**
EXHIBIT "A" (CONTINUED)
PROPERTY DESCRIPTION

THENCE North 43 deg. 39 min. 56 sec. West, along the Southwest line of said Lot 13 and along the Northeast line of Lot 1A, Block 591, of the Revised Map of Terrell as recorded in Plat Cabinet 1, Envelope 737, a distance of 169.22 feet to a 1/2" iron rod set for corner;

THENCE North 51 deg. 30 min. 55 sec. East a distance of 49.65 feet to a 1/2" iron rod set for corner at the west corner of a tract conveyed to William K. Choate as recorded in Volume 961, Page 902;

THENCE South 43 deg. 41 min. 04 sec. East, along the Southwest line of said Choate tract, a distance of 165.63 feet to a 1/2" iron rod set for corner in the Northwest R.O.W. of Ninth Street;

THENCE South 47 deg. 22 min. 06 sec. West along said R.O.W., a distance of 45.91 feet to the POINT OF BEGINNING and containing 0.190 acres of land.