

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00005273

Instrument Number: 2009-5273

As
Amendment

Recorded On: January 15, 2009

Parties: FLOWER MOUND CBD LTD

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	35.00
Total Recording:	35.00

***** 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: 2009-5273
Receipt Number: 549938
Recorded Date/Time: January 15, 2009 02:12:29P

User / Station: D Fahrney - Cash Station 3

Record and Return To:

REPUBLIC TITLE COMPANY
2626 HOWELL STREET 10TH FLOOR
DALLAS TX 75204



THE STATE OF TEXAS }
COUNTY OF DENTON }

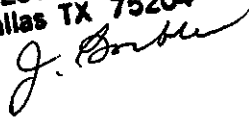
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

08R21358/SG

Return to:
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas TX 75204



FIRST AMENDMENT
TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RIVER WALK AT CENTRAL PARK

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER WALK AT CENTRAL PARK (the "Amendment") is made as of January 15, 2009, by Flower Mound CBD, Ltd., a Texas limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant, as the owner of that certain real property in Flower Mound, Texas (Denton County), commonly known as The River Walk at Central Park, imposed on such real property certain covenants, conditions and restrictions and created an association for the owners of real property located in The River Walk at Central Park, all pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The River Walk at Central Park, dated September 16, 2008, and recorded on September 17, 2008, as Instrument No. 2008-102188 (the "*Declaration*"), which real property is more particularly described in the Declaration; and

WHEREAS, Section 9.2 of the Declaration provides for amending same; and, pursuant to Section 9.2(a) of the Declaration, this Amendment has been approved by a Majority Vote of the Members, as evidenced by the Certification of the Secretary of the Association affixed hereto, and has been signed by Declarant; and

WHEREAS, these recitals are incorporated into and made a part of this Amendment for all purposes.

NOW, THEREFORE, Declarant declares that the Declaration is hereby amended in accordance with the terms and provisions hereinafter set forth and that the Property is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration as amended by this Amendment.

1. Capitalized Terms. All capitalized terms used herein shall have the same meaning as set forth in the Declaration, except to the extent otherwise provided herein.

2. Association Rules. The definition of Association Rules, as set forth in Section 1.2 of the Declaration, is amended in its entirety to read as follows:

"Association Rules" means the rules regulating the operation, management and appearance of the Project, as such rules are issued, re-issued, amended, modified, supplemented or restated from time to time by the Board, including, without limitation, rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification and appearance of Parcels and improvements thereon; provided however, the Association Rules shall not (i) increase any obligation of an Owner to pay Assessments; (ii) materially adversely affect the use by an Owner of its Parcel for a use permitted by Zoning and this Declaration; (iii) impose fees on Owners not authorized by the Declaration; or (iv) limit, restrict or prohibit access to the Common Areas by tenants, guests, invitees or employees of

the Owner of a Parcel, except to the extent of reasonable restrictions which are uniformly enforced against all Owners or the general public and except as provided in Section 1.4(b) of this Declaration.

3. Declarant's Rights affecting the Common Areas. Section 1.4d(i) of the Declaration is amended in its entirety to read as follows:

- (i) subject to the terms of Section 7.1 hereof in regard to the Hospital Tract, establish and/or grant easements, reservations, exceptions and exclusions over, through, under, onto and in the Common Areas for the benefit of or to serve all or any part of the Property, including, without limitation, easements for sanitary sewer, water, drainage, access, parking, electricity, gas, telephone, cable or other utilities, landscaping, light and air and lanes for fire trucks, ambulances, police and other emergency vehicles; provided, however, if the easements, reservations, exceptions or exclusions will be granted over, through, under, onto or in Common Areas located on a Parcel owned by an Owner other than Declarant, then the prior written consent of said Owner, not to be unreasonably withheld or delayed, shall be required for establishing or granting the easements, reservations, exceptions or exclusions burdening that Parcel;

4. Shared Parking Area. Section 1.6 of the Declaration is amended by adding the following sentence to Section 1.6(b):

Notwithstanding the foregoing, except for Shared Parking Areas designated in a Supplement to this Declaration recorded in the County Records prior to an Owner's acquiring its Parcel and except for Parcels owned by Declarant or the Association, no Parcel may be designated for inclusion in a Shared Parking Area without said Owner's written consent.

Further, Section 1.6 of the Declaration is amended by adding the following provision:

c. Parking Meters; Time-Limited Parking. The Association shall not install parking meters on any Streets. The Association shall not impose time limitations on the use of on-street parking spaces located on CBD Local Streets as defined in the Zoning Ordinance.

5. Common Irrigation Systems. The definition of Common Irrigation Systems, as set forth in Section 1.2 of the Declaration, is amended in its entirety to read as follows:

"Common Irrigation Systems" means the pumps, lines, pipes, storage, sprinklers and other related facilities and equipment and the water well(s) and related equipment for any irrigation systems that may be operated within the Project by the Association with the approval of Declarant for the purpose of providing non-potable water for use in the Project and/or for providing a source of water that is less expensive than water acquired from the Town and that is available for irrigating the Common Areas and/or an Owner's Parcel if the Owner elects to participate in the Common Irrigation System with respect to its Parcel.

Further, Section 3.2 of the Declaration is amended by adding the following provision:

c. Owners acknowledge and agree that any Owner may elect not to participate in the Common Irrigation Systems, if any, as a source of water for irrigation on its Parcel.

6. DRB. The last sentence of Section 5.1 of the Declaration is amendment in its entirety to read as follows:

Subject to the terms of Sections 5.3(e) and (f) of this Declaration, all plats or replats of all or any part of the Project, all development plans and site plans and all plans and specifications for construction and/or external modification of Site Improvements in the Project must be approved in advance by the DRB as provided in this Declaration.

Section 5.3 of the Declaration is amended by adding the following provision:

f. Notwithstanding anything to the contrary contained in this Declaration, while Declarant is a Class B Member, at any time that the Association has not established or does not maintain the existence of the DRB, Declarant shall have the right and authority, in lieu of the DRB, to review and approve or disapprove, in its sole discretion and upon such criteria as Declarant deems in the best interest of the Project, any plat, replat, development plan, site plan and/or plans and specifications for Site Improvements on, for or in regard to any Parcel.

Article V of the Declaration is amended by adding the following provision:

5.11 Reconstruction after a Casualty. In the event that the Site Improvements on an Owner's Parcel are damaged or destroyed by fire or other casualty, the Owner shall be entitled to repair or reconstruct same in accordance with the plans and specifications for same previously approved by the DRB or Declarant, as applicable, and the Town, without the requirement of making a Submission of its plans and specifications for such repair or reconstruction of the Site Improvements and obtaining approval of same pursuant to Sections 5.3 and 5.4 hereof, provided that (i) not later than twenty (20) days prior to commencing such repair or reconstruction of the Site Improvements the Owner provides to the DRB its plans and specifications for such repair and reconstruction work showing no changes except for changes required for compliance with the Zoning and the Town's building codes at that time; (ii) changes (other than for compliance with the Zoning and Town's building codes at that time) shall be subject to submission and approval in accordance with Section 5.7 of this Declaration; (iii) the Owner shall provide to the Association the documentation required under Section 5.10 of this Declaration in regard to such repair and reconstruction of the Site Improvements; and (iv) the terms of Section 5.8 shall be applicable to the plans and specifications for the repair and reconstruction of the Site Improvements and to the work. The DRB, or its designates, shall be entitled to inspect such repair and reconstruction work in accordance with Section 5.5(a) hereof.

7. Easement Areas. Section 7.1 of the Declaration is amended by adding the following after the second sentence of said provision:

Further, the Declarant or the Association may agree with an Owner to limit the location of easement areas on the Owner's Parcel, in which lines and other utility facilities may be installed, to those areas depicted on a plat or re-plat for such Parcel (or such Parcel and other portions of the Property) approved in accordance with this Declaration, approved by the Town and filed in the County Records.

8. Responsibility. Section 8.4 of the Declaration is amended in its entirety to read as follows:

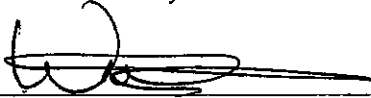
8.4 Responsibility. Each Owner shall notify all employees and tenants of the existence of this Declaration, the Design Guidelines, the Bylaws and the Association Rules, and each Owner shall use commercially reasonable efforts to cause its employees and commercial tenants to comply with the terms and conditions of same. In regard to residential tenants, in each residential lease agreement the Owner of the Parcel shall include a provision whereby the lease will not be renewed or extended in the event that the Owner has received written notice from the Association that the tenant has repeatedly violated the Declaration, the Design Guidelines, the Bylaws or the Association Rules.

9. PDG Parcel. With respect to that certain Parcel more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "PDG Parcel"), further modification, amendment or repeal of the amendments made herein will not be effective as to the PDG Parcel, as to any benefits applicable to the PDG Parcel created by the modifications herein or as to Section 1.6(c) of the Declaration as to any of Broadway Street, 5th Avenue, 4th Avenue or 3rd Avenue, without the prior written consent of the Owner of the PDG Parcel.

CERTIFICATION

The undersigned, being the Secretary of River Walk Association, Inc., a Texas non-profit corporation, hereby certifies that this written amendment to the Declaration has been approved by a Majority Vote of the Members taken in accordance with the terms of the Bylaws of the Association.

Date: JANUARY 15, 2009



William P. Resch, Secretary


EXECUTED as of the date first set forth above.

DECLARANT:

FLOWER MOUND CBD, LTD.

a Texas limited partnership

By: Flower Mound CBD Management, L.L.C.,
a Texas limited liability company,
its General Partner

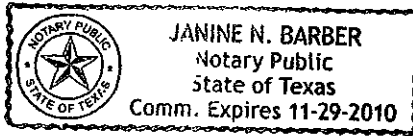
By: 
William P. Resch, Senior Vice President

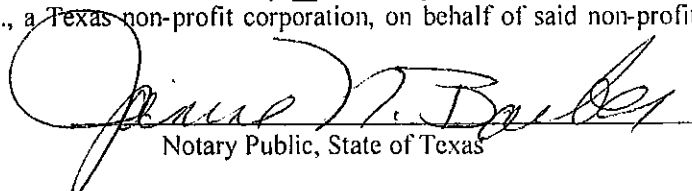
ACKNOWLEDGMENTS

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on January 15 2009, by William P. Resch, the Secretary of River Walk Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

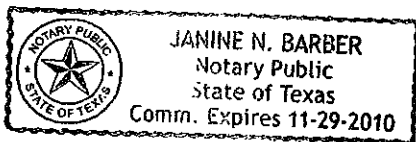


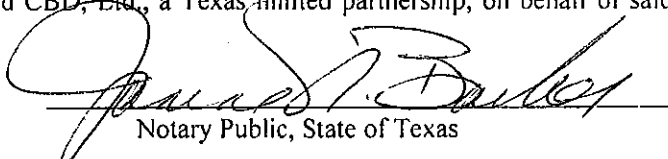

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on January 15 2009, by William P. Resch, Senior Vice President of Flower Mound CBD Management, L.L.C., a Texas limited liability company and the constituent general partner of Flower Mound CBD, Ltd., a Texas limited partnership, on behalf of said limited partnership.




Notary Public, State of Texas

\\85005\857\X05 Multifamily\Final Documents\First Amendment to CCRS (Execution).doc

EXHIBIT A

PDG Parcel

BEING a part of Lot 2, The River Walk at Central Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the map thereof recorded in Cabinet Y, Slide 700, Plat Records, Denton County, Texas and being more particularly described as follows:

BEING all that certain lot, tract or parcel of land situated in the Carlos Chacon Survey, Abstract Number 299, and the J. T. Stewart Survey, Abstract Number 1161, Town of Flower Mound, Denton County, Texas, being part of that certain called 252.86 acre tract described as Part Two in deed to Edward S. Marcus recorded in Volume 470, Page 131 of the Deed Records of Denton County, Texas, and part of that certain called 229.56 acre tract of land described in deed to Flower Mound Development Venture recorded in Volume 1361, Page 874 and Page 879 of the Real Property Records of Denton County, Texas, being part of that certain called 134.329 acre tract of land described as Tract 1 in deed to Flower Mound CBD, Ltd. recorded in Document Number 07-145337 of the Real Property Records of Denton County, Texas, being part of that certain called 134.329 acre tract of land described as Tract 1 in deed to Flower Mound CBD, Ltd. recorded in Document Number 07-145337 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch capped rebar (G&A) set on the East line of said 134.329 acre Flower Mound CBD, Ltd. tract, from which an "X" in concrete found at the Northeast corner thereof bears North 00 degrees 14 minutes 40 seconds West, 1,263.99 feet, said beginning point being on the West right-of-way line of Morriss Road;

THENCE South 00 degrees 14 minutes 40 seconds East, 907.75 feet, along the East line of said 134.329 acre tract and the West right-of-way line of Morriss Road, to a ½ inch capped rebar (G&A) set;

THENCE South 89 degrees 41 minutes 20 seconds West, 494.03 feet, to a ½ inch capped rebar (G&A) set;

THENCE North 00 degrees 18 minutes 40 seconds West, 907.75 feet, to a ½ inch capped rebar (G&A) set;

THENCE North 89 degrees 41 minutes 20 seconds East 495.09 feet to the POINT OF BEGINNING and containing approximately 10.306 acres of land.