



**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR
PARADISE MEADOWS SUBDIVISION**

**STATE OF TEXAS §
 §
COUNTY OF PARKER §**

This First Amendment To The Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Paradise Meadows Subdivision (the "First Amendment") is made by the Developer to clarify an inconsistency between the plat and Declarations regarding setback lines and utility easements.

WHEREAS, the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Paradise Meadows Subdivision was filed of record under Parker County Instrument No. 202103278 (the "Declarations"); and

WHEREAS, reference is hereby made to the Declarations for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declarations, unless otherwise specified in this First Amendment; and

WHEREAS, pursuant to Article IX, Section 9.03 of the Declarations, the Developer has the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend the Declarations by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions; and

WHEREAS, the Control Transfer Date has not occurred and the Developer still owns Tracts of land in the Subdivision;

NOW THEREFORE, pursuant to the authority contained in the Declarations, the undersigned, hereby amends the Declarations as follows:

That portion of Article II, Section 2.02 that currently reads as follows:

Section 2.02 25' Utility & Drainage Easement. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Tract Owners and the utility companies. A utility and drainage easement measuring twenty-five feet (25') in width is reserved along the front of each Tract. A building and utility easement measuring twenty feet (20') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A building line and utility easement ten feet (10') in width is reserved along all rear lot lines of each lot unless the lot is on the perimeter boundary lines of the Subdivision and these lots will have a utility and building easement of fifteen feet (15') in width. Additionally, there are easements set forth

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on the Plat of the Subdivision. The utility and drainage easements shall be used for the construction, maintenance and repair of utilities and drainage, including but not limited to, electrical systems, telephone, cable, water, gas, and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities may be provided by the local utility companies in accordance with the policies of such utility companies. All utility and drainage easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility and drainage easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located within the easements.

is hereby deleted and replaced with the following:

Section 2.02 25' Utility & Drainage Easement. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Tract Owners and the utility companies. A utility and drainage easement measuring twenty feet (20') in width is reserved along the front of each Tract. A building and utility easement measuring ten feet (10') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A building line and utility easement five feet (5') in width is reserved along all rear lot lines of each lot. Additionally, there are easements set forth on the Plat of the Subdivision. The utility and drainage easements shall be used for the construction, maintenance and repair of utilities and drainage, including but not limited to, electrical systems, telephone, cable, water, gas, and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities may be provided by the local utility companies in accordance with the policies of such utility companies. All utility and drainage easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility and drainage easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their

assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located within the easements.

That portion of Article III, Section 3.18 that currently reads as follows:

Section 3.18 Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than fifty (50') feet from the property line of any Tract that abuts a road or ten (10') feet on the sides and rear of the property, except for the lots that are located on the perimeter of the subdivision will have a fifteen (15') foot wide utility and building easement along the rear easement of the property. Any exterior lighting, including but not limited to light post, must be approved by the Architectural Control Committee or Developer (prior to the transfer control date). The Architectural Control Committee or Developer (prior to the transfer control date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting. If Owner fences more than one acre surrounding its main dwelling site, then in order to maintain a uniform appearance of fences along the roads, all fencing along the road must be located at the interior edge of the twenty five foot (25') utility, road and drainage easement. The Architectural Control Committee or Developer (prior to the transfer control date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the transfer control date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

is hereby deleted and replaced with the following:

Section 3.18 Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than fifty (50') feet from the property line of any Tract that abuts a road or five (5') feet on the sides and rear of the property. Any exterior lighting, including but not limited to light post, must be approved by the Architectural Control Committee or Developer (prior to the transfer control date). The Architectural Control Committee or Developer (prior to the transfer control date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting. If Owner fences more than one acre surrounding its main dwelling site, then in order to maintain a uniform appearance of fences along the roads, all fencing along the road must be located at the interior edge of the twenty five foot (25') utility, road and drainage easement. The Architectural Control Committee or Developer (prior to the transfer control date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the transfer control date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

