

AMENDMENT
OF
RESTRICTIVE COVENANTS FOR BENTON WOODS
ROCKWALL, ROCKWALL COUNTY, TEXAS

THE STATE OF TEXAS {
COUNTY OF ROCKWALL { KNOW ALL MEN BY THESE PRESENTS

THAT the undersigned, as the duly elected officers of the Benton Woods Homeowners Association, hereinafter called the "Association" of the property platted as Benton Woods (herein so called), as an addition in the City of Rockwall, Texas, according to the map thereof duly recorded in the Map Records, Rockwall County, Texas, do hereby restrict the use of said property and imposes the following provisions which shall be binding upon the Owner or any purchaser of said lots, their heirs, administrators, successors and assigns, and said restrictions shall be covenants running with said land.

WHEREAS, Benton Woods is located in the beautiful Lake Ray Hubbard area of Rockwall County, Texas, on a site of natural beauty and scenic attraction; and WHEREAS, the Association wishes to preserve the natural beauty of Benton Woods while permitting the development and use thereof by individual lot purchasers of lots within Benton Woods; and

WHEREAS, the purpose of these restrictive covenants is to preserve said natural beauty to the extent possible and to preserve the view and aesthetic appeal of each lot site in Benton Woods and this intention is expressed herein for the express purpose of setting forth the goal of these Restrictive Covenants and the spirit in which they are to be construed; and

WHEREAS, this document amends any previous filings and the Board of Directors of the Benton Woods Homeowners Association has conducted a written ballot, with the majority of homeowners voting to amend the covenants, conditions and restrictions as set forth in the original document.

NOW THEREFORE, in order to achieve the purposes set forth hereinbefore, the Association hereby declares these Restrictive Covenants applicable to Benton Woods upon the following terms and conditions.

1. Each Covenant, Deed or Deed of Trust which may be hereafter executed with respect to any property in the subdivision shall be deemed to and held to have been executed, delivered and accepted subject to all the provisions of this instrument, including without limitation, the Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, regardless of whether or not any such provisions are set forth in said Covenants, Deed or Deed of Trust, and whether or not referred to in any such instruments.

2. All of the lots in Benton Woods shall be known and described as residential lots and no structure shall be erected placed or permitted to remain upon any such lot except a single family dwelling (and such other ancillary structures as are hereinafter mentioned); mobil homes are hereby expressly prohibited; nor may any such mobil homes be installed, placed or permitted to remain on any portion of Benton Woods so as to become a permanent dwelling thereon.

3. Brick, stone, brick-veneer, stone-veneer, stucco, or stucco equal shall constitute no less than eighty percent (80%) of the outside walls of the dwelling (and for the purpose of these restrictions, the term shall include all structures attached to the dwelling and windows shall not be considered a part of the outside walls).

4. Any garages, servant quarter, storage rooms or carports erected or placed on any portion of said property must be attached to the main structure by roof or similar design and materials. Each garage shall have an entrance facing the rear or side, but not facing the residential street of the lot.

5. Each dwelling constructed in Benton Woods shall contain a minimum of two thousand five hundred (2,500) square feet of air conditioned and heated covered floor area exclusive of all porches, garages, or breezeways attached to the main dwelling.

6. No structure of any type shall be erected on any lot in Benton Woods nearer the front property line than the setback line indicated on the recorded plat of Benton Woods and no structure of any type shall be erected closer to the side lot lines than a distance of ten (10) feet from the side lot line.

7. No unattached structure of any type, temporary or otherwise, shall be erected in Benton Woods for use as a dwelling, residence or storage facility.

8. Except as to special street lighting or other aerial facility which may be required by the City of Rockwall or may be required by the franchise of any utility company, no aerial utility facilities, save and except landscape lighting, of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in Benton Woods whether upon individual lots, easements, streets, or rights-of-way of any type either by a utility company or any other person including (but not limited to) any person owning or acquiring any part of Benton Woods and all utility service facilities including (but not limited to) water, sewer, gas, electricity, and telephone, shall be buried underground within Benton Woods under streets or utility easements and from such streets and utility easements to any structure located on any part of Benton Woods.

9. In the development of Benton Woods all utility service, including (but not limited to) telephone service and electricity of the type known as 120/240 volts, single phase, 3 wire, 60 cycle, alternating current, which shall be made available by means of underground facilities at a cost substantially in excess of the cost of service provided by the usual and standard overhead facilities, and each lot owner other than the undersigned agrees for himself, his heirs, successors and assigns, not to request any utility service including (but not limited to) telephone and electric service of any including (but not limited to) telephone and electric service of any character other than that provided.

Since electric service is to be furnished to the above described land solely by underground facilities, each lot owner, including the Developer, agrees for himself, his heirs, successors and assigns, that he will at his own cost and expense, install and maintain the necessary underground facilities to provide electric energy to such property from the point of delivery of electric energy, which point is the electric service pedestal located at the property line as indicated on the plat of Benton Woods, an addition to the City of Rockwall, Texas.

Since telephone service is to be furnished to the above described land solely by underground facilities, each lot owner other than the Developer agrees for himself, his heirs, successors and assigns, that, unless previously existing, he will at his own cost and expense cause a trench to be opened at a depth and location satisfactory to the utility furnishing telephone services (hereinafter called the "Telephone Company") and after cable laying by the Telephone Company in installing, maintaining, relocation, servicing (including the expansion of service facilities) and repairing of the underground facilities to the said lot owner to the extent that such installation, maintenance, relocation, service and repair exceed the usual and normal costs incurred by the Telephone Company in providing normal aerial service.

Nothing herein contained shall be construed as relieving said lot owner his heirs, successors and assigns, from the obligation to make full reimbursement to every person, firm or corporation furnishing any underground utility service (hereinafter called "Utility Company") for all damages to its underground facilities caused by acts or omissions of said lot owner, his heirs, successors, and assigns or his or their employees, agents, or servants, and no Utility Company, nor any independent contractor working for or in connection with any such Utility Company shall be liable to said lot owner, his heirs, successors, or assigns, for damage to grass, shrubs, trees, gardens, fences, walks, pavements, porches or patios, sprinkler systems, or other structures or improvements of any type which may be situated under, or adjacent to the route of any underground service, cable, or other facility of any Utility Company caused by or in connection with the installation, maintenance, relocation, servicing or repair of any underground service, cable TV or other facility.

10. All roofs shall be 240 pound or better asphalt. Each house shall have a minimum roof pitch of 8 and 12.

11. In order to preserve the open nature of the Community, and the aesthetic appeal of each lot site in Benton Woods, all fences, except those on the perimeter boundaries of Benton Woods, shall be constructed of black wrought iron, or equivalent, 6 feet or less in height. Perimeter fences may be constructed of either wood or wrought iron. All fences shall be approved by the Architectural Control Committee before installation.

12. All television antennae, arials or other roof top apparatus shall be located inside the attic, unless otherwise previously existing or expressly permitted by the Architectural Control Committee. Satellite television signal receivers ("Satellite Dishes") will not be permitted in Benton Woods unless size and location is specifically approved in writing by the Architectural Control Committee and conforms to ordinance of Rockwall, Texas.

13. No lot shall be re-subdivided and no building or other improvements of any character, including swimming pools and major landscaping projects, shall be erected or placed, or erection of placement thereof commenced, or changes made in the design thereof or an addition made thereto or exterior alteration made thereon after original construction, on any property in Benton Woods without approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Approval shall be granted or withheld based on compliance with the provisions hereof; quality of materials, harmony of external design with existing and proposed structures, openness of the neighborhood and finished grade elevation. In making a determination as to the approval of plans for construction on a lot, the Architectural Control Committee shall be authorized to refuse to approve any request, which in their judgment is counter to any provisions contained herein. Lot owners may appeal in writing adverse rulings to the Association Board of Directors for reconsideration provided such requests are submitted within twenty one (21) days of issuance of the Committee's ruling.

(a) The authority to grant or withhold architectural control approval, as referred to above, is previously vested in the Developer and which authority has been terminated upon the election of the Benton Woods Architectural Control Committee and establishment of the Benton Woods Homeowners Association, Inc, in which event such authority is now vested in and exercised by the Benton Woods Architectural Committee who shall continue to exercise such authority over all such plans, specifications and plats, except as to specifications and plats theretofore submitted to the Developer or undeveloped property added or merged with the Benton Woods Association which the Developer maintains a controlling interest.

(b) Since all of the lots in the Subdivision are platted, and have been sold by the Developer, the Developer has or will cause a Statement of such circumstances to be placed on record in the Deed Records of Rockwall County, Texas. The lot owners of Benton Woods have by vote, as hereinafter provided, elect a committee of three (3) members to be known as the Benton Woods Architectural Committee (herein referred to as the "Committee"). Commencing with approval of this amendment, Committee members will have staggered three (3) year terms with an election held annually, at a time to be scheduled by the Board during the last calendar quarter of the year, to fill the expiring term. The intent of staggered terms is to provide Committee continuity from year to year. Each member of the Committee must be an owner of property in Benton Woods. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. For Lots owned by more than one person or entity and where a single vote is in dispute, fractional voting in proportion to ownership will be accepted. Notice of the time and place of such election (which shall be in Rockwall County, Texas) shall be given by the "Board" not less than ten (10) days prior thereto. Votes of the owners shall be evidenced by written ballot retained by the "Board". Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment, duly signed and witnessed by a Board member of such proxy, is attached to the ballot as a part thereof. The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election. The "Board" shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee or Board members when so requested in writing by twelve (12) or more lot owners in Benton Woods. Members of the Committee or Board may, at any time, be relieved of their position with substitute member(s) therefore designated by vote as set forth above. Upon the death, resignation, refusal or inability

of any member of the Committee to serve, the "Board" shall fill the vacancy by appointment, pending an election as hereinabove provided for.

(c) Submission of requests for architectural control matters, as set forth in the preceding provisions, shall be in writing to the Committee with a copy to the Board President. The action of a majority of the Committee shall control and the Committee shall have the right to designate a representative to act for it in all matters arising hereunder subject to prior approval by the Benton Woods Homeowners Association Board of Directors (hereinafter referred to as the "Board") in situations where a financial commitment may occur. The decision of the Committee in this respect shall be final and conclusive unless appealed to the Board in writing within 10 days. In the event the Committee fails to approve or disapprove in writing any plans, specifications and plats submitted to it in compliance with the preceding provisions within twenty (20) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvement may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof. The Committee will provide the Board with a monthly report on requests and their status.

14. All easements, rights-of-way, and similar burdens shown on the recorded plat of Benton Woods for the purpose of installation, maintenance of utilities and all such easements, rights-of-way, or similar burdens granted or imposed for any such purpose shall be strictly observed by each owner or purchaser of any part of Benton Woods and shall not be in any manner obstructed so as to defeat or hinder in any manner the use of such easements, rights-of-way or similar burdens.

15. The provisions hereof, including the Reservations, Restrictions, Covenants, Conditions and Easements herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of two thirds (66.67 percent) of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the time such instrument is executed and recorded, and run for the remainder of the period underway at the time of execution, whether such period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

16. If any Conditions, Covenants, Provisions, and Restrictions herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other Condition, Covenant, Provision or Restriction, each of which shall remain in full force and effect.

17. Changes to exterior paint color are to be approved by the Architectural Control Committee.

18. All lots shall be maintained at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of materials or equipments except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish. If the owner of any lot in Benton Woods refuses to maintain the lot or lots after due notice for same, the "Board" shall have the right to perform such maintenance and be reimbursed for the cost of such maintenance.

19. No boats, trailers, non-operational vehicles, recreational vehicles, pickup campers, trucks/vehicles equipped to support a trade, vehicles for hire, or similar vehicle or equipment shall be parked or stored in any area other than an enclosed garage unless temporarily on site to support property maintenance, construction, preparation for travel or similar activity for periods less than 48 hours.

20. Under no condition will automobiles, boats, or other vehicles or moveable structures or items of any kind be placed in the yards or along the street and offered for sale.

Only Benton Woods Homeowner Association sponsored garage sales are authorized and will be scheduled by the Board in the spring and fall.

21. The "Board shall have the right to remove, or direct removal and dispose of any sign advertisement, billboard or advertising structure save and except city political signs displayed during approved election periods, city permitted garage/estate sales, or standard Builder or Realtor "For Sale" signs, not exceeding eight (8) square feet which is placed on any lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal or in any way be liable for any accounting or other claim by reason of the disposition thereof. Open house signs are permitted.

22. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided that they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the "Board", constitute a danger or potential or actual disruption of other lot owners, their families or guests. All dogs, cats or other common household pets shall be kept in Benton Woods only upon the condition that the custodian thereof abide by all of the ordinances and regulations of the City of Rockwall, Texas, with respect to care, control and ownership of such animals within the city, including "leash" and "vaccination" ordinances; and reference is here made to such ordinance for all purposes.

23. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees. In order to enhance and maintain the aesthetic appeal of the community it is required that each lot maintain a minimum of three (3) trees on the front portion of each lot. Each tree shall be a minimum of 3 inches in diameter at a height of 18 inches from the ground and of a type approved by the Committee such as, but not limited to, Cedar Elm, Live Oak, Red Oak, Pin Oak, Pecan, Cypress and Magnolia.

24. With reasonable diligence, and in all events within six (6) months from the commencement of construction, unless completion is prevented by war, labor strike, or act of God, any dwelling or other structure commenced upon any lot shall be completed as to its exterior and all temporary structures shall be removed.

25. Each of the Conditions, Covenants, Restrictions, Provisions and Agreements herein contained is made for the mutual benefit of (and is binding upon) each and every person acquiring any part of Benton Woods, which shall be developed for residential purposes only, it being understood that such Conditions, Covenants, Restrictions, Provisions and Agreements are not for the benefit of the owner of any land except in Benton Woods or appropriately added or merged property; this instrument, when executed, shall be filed of record in the Deed Records of Rockwall County, Texas, so that each and every owner or purchaser of any portion of Benton Woods, is on notice of the Conditions, Covenants, Restrictions, Provisions, and Agreements herein contained. Nothing contained herein shall apply to any pre-approved variances or exceptions previously granted prior to approval of this amendment.

26. In the event of any violation (or) attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions, Covenants, Conditions, and Easements herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of the provisions, including, whether prohibitive in nature or mandatory in commanding compliance with such provision; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provision hereof may recover such damages as such person has sustained by reason of the violation of such provision. It shall be lawful for the "Board" or for any person or persons owning property in the subdivision to prosecute any proceedings at law or in equity against the person or person's violation or attempting to violate any of such provisions.

27. All driveways shall be surfaced with concrete or similar substance approved by the Architectural Committee.

28. Additional property may become subject to this Declaration in any of the following manners:

(a) The Association may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of this Declaration to such property, provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration. Such action requires the approval of a majority of the Association.

(b) In the event any person or entity other than the Association desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such annexation proposed must have the prior written consent and approval of the majority the Association. Any additions made pursuant to above, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(c) The Association shall have the right and option, with the approval of a majority of the Association, to cause the Association to consolidate or merge with any similar association then having jurisdiction over real property located (in whole or part) within 1 mile of any real property then subject to the jurisdiction of this Association. Upon a consolidation or merger of the Association with another association, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger or, alternatively its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme.

29. The Restrictions and Covenants herein contained and adopted may be repealed or altered, and additional restrictions and covenants may be adopted at any time by the concurrence of the owners of sixty six and two thirds (66 2/3%) of lots in Benton Woods but any such amendment shall (not) be operative unless and until executed by said persons and recorded in the Plat or Deed Records of Rockwall County, Texas. Approval of such an amendment shall be by written vote in accordance with voting guidelines contained in paragraph 13(b).

30. The Developer has caused a nonprofit corporation, known as the Benton Woods Homeowners Association to be organized under the laws of the State of Texas for the purposes of exercising all or any of the duties and prerogatives of the Developer hereunder (including the matters relating to the Architectural Control Committee). Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such nonprofit corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Deed Records of Rockwall County, Texas, and joined in by the Developer and the aforesaid nonprofit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in Benton Woods, a lien holder, mortgagee, Deed of Trust beneficiary or any other person.

31. Each Owner of any lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance or covenants and agrees to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided in the Association by laws. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be charged on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity that was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in

title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

32. Written notice of any meeting called for the purpose of taking any action authorized herein shall be given to all Members not less than ten (10) days nor more than twenty (20) days in advance of such meeting. At such meeting, the presence of Members or of written proxies for those entitled to cast a vote, equaling at least sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Except for the procedures required to amend these Restrictions and Covenants which are delineated in paragraphs 13 and 29, all business decisions presented and voted on at a duly convened meeting requires a majority vote of those present, including proxy votes.

33. Special Conditions: The Developer has constructed a fence along the rear boundary line of each of Lots 3 through 8 and 14 through 23 for the purpose of insuring the privacy and seclusion of those lots as well as the other lots in Benton Woods. For the purpose of preserving the atmosphere and ambience which the Developer intended to create in Benton Woods, a covenant is imposed upon each of Lots 3 through 8 and 14 through 23 thereof that owners of said lots shall take all action within their power to maintain the fence so constructed. No person, owning any of Lots 3 through 8 and 14 through 23 shall at any time permit, place or permit to remain any opening in the fence thus constructed. Nor shall any owner construct, build, lay out, place or permit to remain upon any portion of his lot any passageway, foot path, or other way allowing passage by members of the public who are not owners of lots in Benton Woods nor shall any such person be allowed to traverse or cross such lots from other properties for the purpose of using the streets in Benton Woods for walking, jogging, bicycling or similar activities or for any other purpose whatsoever.

34. All homes and additions in Benton Woods must be built by a Custom Home Builder whose quality and design has been approved by the Architectural Control Committee.

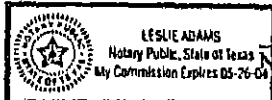
Executed this 18 day of December 2002.

BENTON WOODS HOMEOWNERS ASSOCIATION, INC.

Alan J. Pettersen
By: Alan J. Pettersen, President

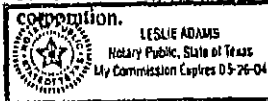
The State of Texas
County of Rockwall

This instrument was acknowledged before me on this 18 day of December 2002, by Alan J. Pettersen, President of Benton Woods Homeowners Association, Inc., a Texas Corporation, on behalf of said corporation.



Leslie Adams
Notary Public, State of Texas

Sworn to and subscribed before me this 18 day of December 2002 by Alan J. Pettersen, President of Benton Woods Homeowners Association, a Texas Corporation, on behalf of said



Leslie Adams
Notary Public, State of Texas

RETURN TO: Benton Woods Homeowners Association, Inc.
1015 Benton Woods Dr
Rockwall, TX 75082

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This document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.