

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMBRIDGE AT WATERS CROSSING

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMBRIDGE AT WATERS CROSSING (this "Amendment") is made and entered by WHITE RIVER ESTATES, LTD. (the "Declarant").

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Cambridge at Waters Crossing (as amended, the "Declaration") recorded as document number 20080729000920490 in the Land Records of Collin County, Texas (the "Declaration") affecting certain real property more particularly described in the Declaration, reference to which is hereby made for all purposes (the "Property"). Terms which are defined in the Declaration shall the same meanings when used herein.

WHEREAS, pursuant to the provisions of Article XIII, Section 13.3 of the Declaration, Declarant is authorized and has the right, power and authority to amend the Declaration.

WHEREAS, as of the date of execution and filing hereof, the Declarant Control Date has not occurred and, therefore, Declarant has the full right, title and authority to make and execute this Amendment.

WHEREAS, in accordance with Section 13.3 of the Declaration, Declarant desires to amend the Declaration in accordance with the provisions of this Amendment.

NOW, THEREFORE, for good and valuable consideration and in accordance with the provisions of Section 13.3 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Terms which are defined in the Declaration shall have the same meanings when used herein.
2. The following is hereby added at the end of Article II, Section 2.1 of the Declaration after the sentence ending in the word "thereof":

"Notwithstanding the foregoing: (i) no Owner, Builder or other party may construct a model home within the Subdivision, or use a home, structure or building constructed in the Subdivision for purposes of marketing the sale of homes, without the prior written consent of Declarant in each instance, which consent may be withheld or denied in Declarant's sole and absolute discretion, and (ii) no home, structure or building constructed in the Subdivision may be used for the purpose of marketing homes constructed or to be constructed in any project or subdivision other than the Subdivision. In addition to other remedies permitted by this Declaration, at law or in equity, any Owner, Builder or other party who violates the provisions of this paragraph shall (and hereby agrees to) pay to Declarant a fine in the amount of \$5,000.00 with respect to each such violation"

3. The following provision is hereby added to Article II, Section 2.3(a) of the Declaration after the sentence ending in the phrase "with respect to any such Lot.":

"Declarant shall have the right to approve all builders and contractors (each, a "Builder") used in connection with the construction, alteration or replacement of any home or residence in the Subdivision, which approval may be withheld in Declarant's sole and absolute discretion. No Owner of a Lot may act as a Builder unless such Owner has been approved as a Builder for purposes hereof. After a Builder has

been approved by Declarant, Declarant may suspend such approval or otherwise disapprove such Builder for future work in the Subdivision by written notice to the Builder, in which event the Builder may not thereafter undertake or complete any new or subsequent work in the Subdivision without being approved by Declarant. In determining whether to grant approval for any Builder, the Builder shall submit to Declarant such information as the Declarant may request or deem appropriate, including without limitation, a list of credit references, financial statements, complete reports as to any litigation, foreclosure and bankruptcy proceedings involving the Builder and its principals, and such other information as Declarant may deem appropriate. Declarant shall be under no obligation to approve any Builder. Notwithstanding Declarant's approval of a person, firm or entity as a Builder for purposes hereof, Declarant makes no representation or warranty of, as to or concerning the Builder and shall have no liability for any actions by such Builder or any defects which may arise or exist with respect to any work completed by such Builder."

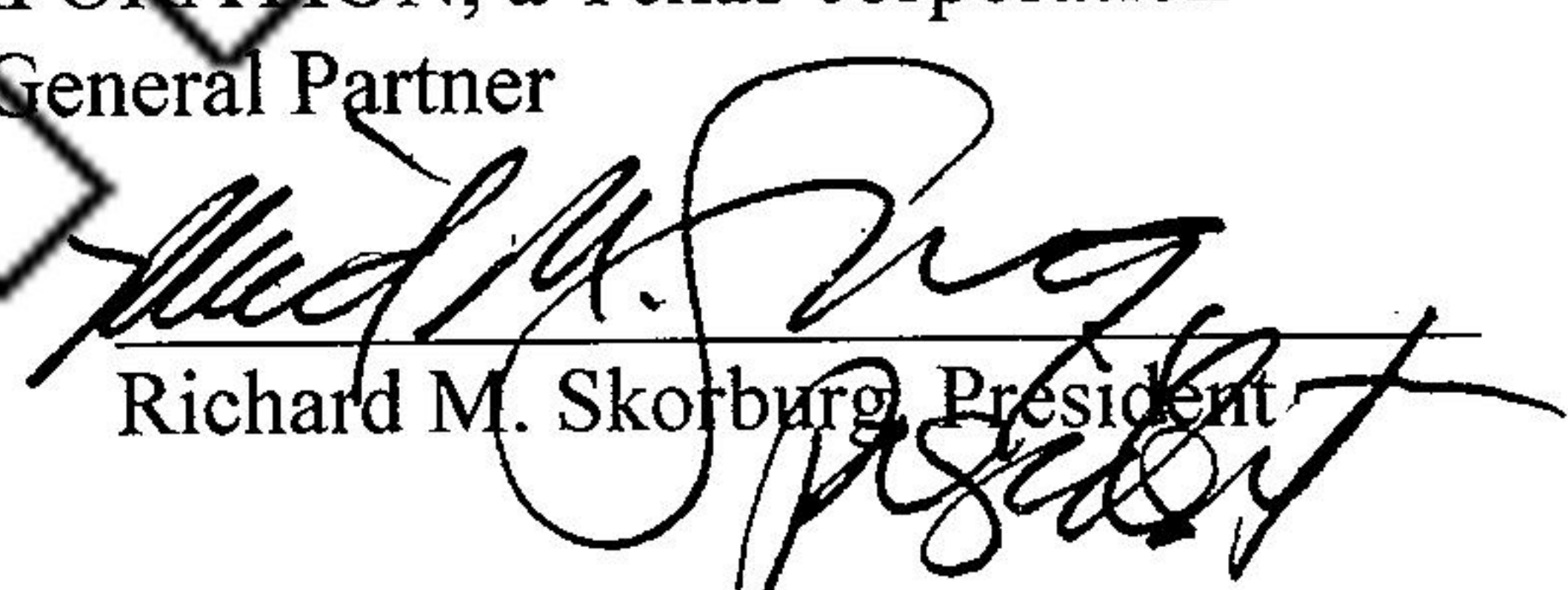
3. Except as amended hereby, the Declaration remains in full force and effect in accordance with its terms.

EXECUTED as of the 15th day of January, 2009.

DECLARANT:

WHITE RIVER ESTATES, LTD.,
a Texas limited partnership

By: WHITE RIVER ESTATES GP
CORPORATION, a Texas corporation
Its: General Partner

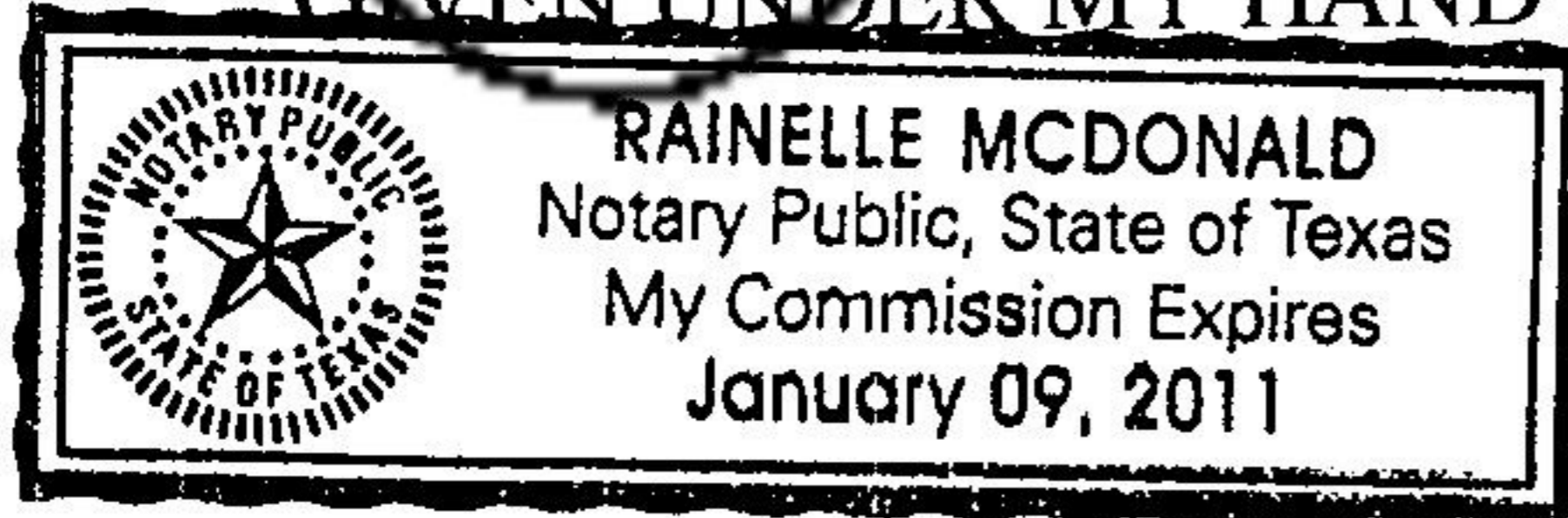
By: 
Richard M. Skorburg, President

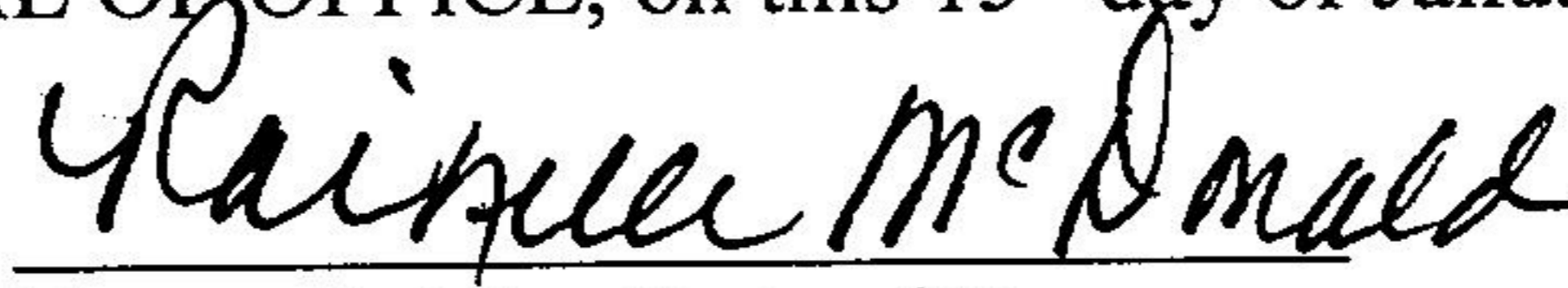
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Richard M. Skorburg, as President of White River Estates GP Corporation, a Texas corporation, as General Partner of White River Estates, Ltd., 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 as the act and deed of said corporations on behalf of said limited partnerships, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 15th day of January, 2009.




Notary Public, State of Texas
Rainelle McDonald
Notary's name printed

My Commission expires: 01-09-2011

Unofficial

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/20/2009 02:51:03 PM
\$24.00 BPETERSON
20090120000059590



Stacey Kemp