

**AFTER RECORDING RETURN TO:**

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**ELECTRONICALLY RECORDED 201700304756  
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**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHURCHILL POINTE ADDITION  
DALLAS, TEXAS**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Churchill Pointe Addition, executed on October 31, 1995, by INTERVEST – CHURCHILL POINTE, LTD., as Declarant, was filed of record November 3, 1995, and recorded in Volume 95215, Page 00581, *et seq.* of the Deed Records of Dallas County, Texas (the "Declaration"); and

**WHEREAS**, the Declaration was amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Churchill Pointe Addition, executed by Declarant on September 10, 1996, filed of record on September 19, 1996, and recorded in Volume 96184, Page 00508, *et seq.* of the Deed Records of Dallas County, Texas (the "First Amendment"); and

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CHURCHILL POINTE ADDITION DALLAS, TEXAS**

WHEREAS, the Declaration was completely amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Churchill Pointe Addition, as duly approved by members of Churchill Pointe Homeowners Association (the "Association"), filed of record on September 13, 2004, and recorded in Volume 2004176, Page 06453, *et seq.* of the Deed Records of Dallas County, Texas (the "Amended and Restated Declaration"); and

WHEREAS, the Amended and Restated Declaration affects certain tracts or parcels of real property in the City of Dallas, Dallas County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the "Addition"); and

WHEREAS, Article XII, Section 12.02 of the Declaration provides that the Declaration may be amended upon the express written consent of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding votes of the membership of the Association; and

WHEREAS, the following amendment to the Declaration has been approved by the requisite percentage of Members of the Association.

NOW, THEREFORE, the Declaration is hereby amended as follows:

(a) Section 9.01 of Article IX of the Declaration is hereby deleted and amended to read, in its entirety, as follows:

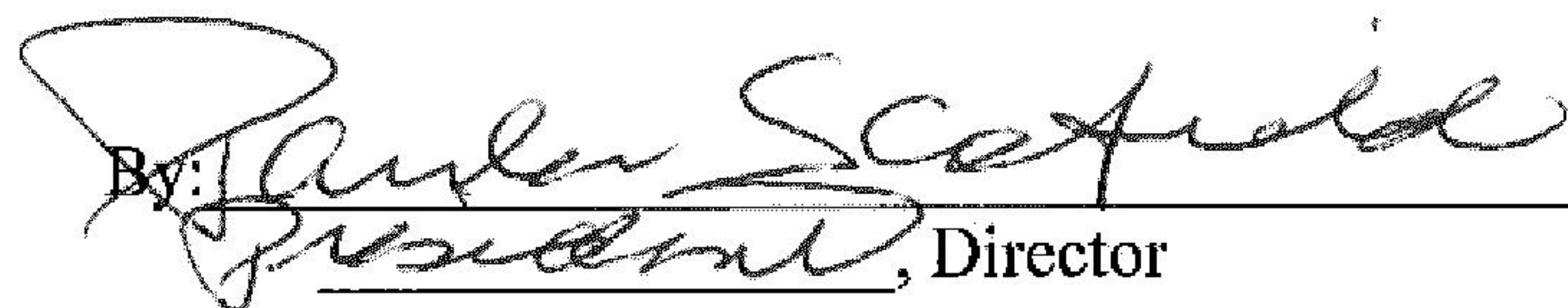
***9.01 Residential Purposes. The use of a house lot is limited exclusively to single family residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do***

*coverage of the grass and shrubbery areas and to provide adequate moisture for maintaining the integrity of the foundation and retaining walls. It is required that at least one (1) tree of at least 3" caliber be part of the landscape design. Should a tree die, it must be replaced with a minimum of 3" caliber tree.*

The terms and provisions of the Amended and Restated Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Amended and Restated Declaration, and this First Amendment to the Amended and Restated Declaration, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

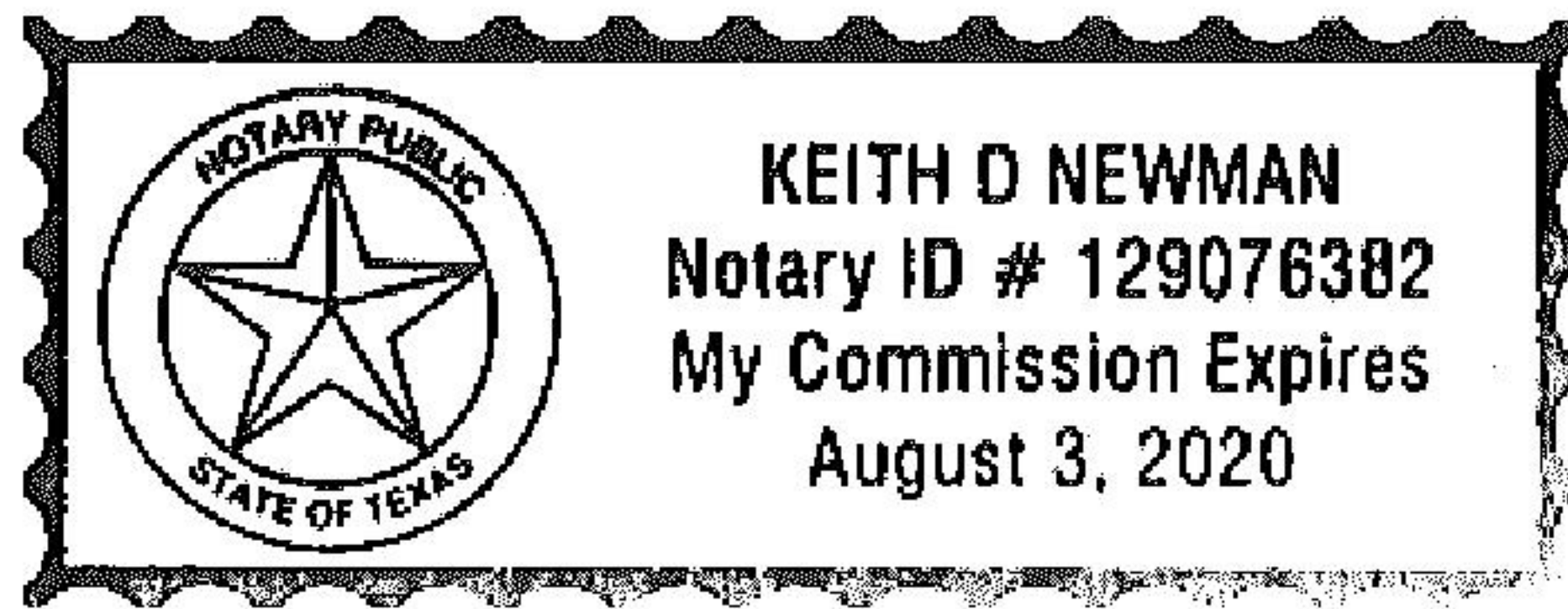
IN WITNESS WHEREOF, the Board of Directors of Churchill Pointe Homeowners Association has caused this First Amendment to the Amended and Restated Declaration to be filed with the office of the Dallas County Clerk and is made to be effective as of the 26<sup>th</sup> of October, 2017.

**CHURCHILL POINTE  
HOMEOWNERS ASSOCIATION**

By: , Director

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the 26 day of October, 2017, by Paula Seafield, Director of Churchill Pointe Homeowners Association, on behalf of said Texas non-profit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.



Keith D. Newman  
Notary Public, State of Texas

Unofficial Copy

**EXHIBIT A**

Those tracts and parcels of real property located in the City of Dallas, Dallas County, Texas and more particularly described as follows:

- (a) Lots 1 - 6 in Block B/7463 and Lots 1 - 20 in Block C/7463, including Common Area and Private Roads, of CHURCHILL POINTE ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the Corrected Plat thereof filed May 5, 1995, recorded in Volume 95088, at Page 2954 of the Map Records of Dallas County, Texas; and
- (b) All real property subject to the Declaration of Covenants, Conditions and Restrictions for Churchill Pointe Addition, recorded in Volume 95215, Page 00581, *et seq.* of the Deed Records of Dallas County, Texas.

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
10/27/2017 02:35:00 PM  
\$42.00  
201700304756**

