

(To be recorded in Dallas County, Texas)

2004 MAINTENANCE AMENDMENT
to
Supplemental Declaration of
Covenants, Conditions, and Restrictions for
The WaterView Community - Broadmoor Estates Neighborhood

RECITALS

A. Snapdragon Properties Associates, L.P., a Delaware limited partnership (the "**Declarant**"), developed The WaterView Community ("**WaterView**"), a multi-phased planned development located in Rowlett, Texas, which is subject to the Declaration of Covenants, Conditions, and Restrictions for The WaterView Community, recorded on July 7, 1998, in Volume 98131, Page 00453, Real Property Records, Dallas County, Texas, as amended and supplemented (the "**Declaration**").

B. WaterView is governed by the WaterView Community Association, Inc. (the "**Association**"), a Texas property owners association, pursuant to the By-Laws of WaterView Community Association, Inc., recorded as Exhibit "C" of the Declaration.

C. Broadmoor Estates is a 3-phase Neighborhood within WaterView. In addition to being subject to the Declaration, Broadmoor Estates is subject to the Supplemental Declaration of Covenants, Conditions, and Restrictions for The WaterView Community - Broadmoor Estates Neighborhood, recorded November 15, 2000, in Volume 2000223, Page 00718, Real Property Records, Dallas County, Texas, as amended and supplemented by the instruments recorded on August 10, 2001, in Volume 2001156, Page 10255, and on July 10, 2003, in Volume 2003133, Page 03389 (collectively, the "**Broadmoor Supplemental**").

D. The Association's role for lawn maintenance in Broadmoor Estates has changed since the inception of the Neighborhood. When the Broadmoor Supplemental was recorded in 2000, Section 3.6(b) required the Association to perform most aspects of maintaining the front yards. In 2001, the Broadmoor Supplemental was amended to transfer most yard maintenance activities to the home owner, reserving to the Association only the lawn mowing, fertilizing, and edging.

E. Declarant believes it is in the best interests of the Association to further amend the Broadmoor Supplemental to make the Broadmoor Estates home owner solely responsible for all aspects of his lot maintenance, including lawn maintenance, while preserving the right (but not the duty) of the Association, under Section 5.3(b) of the Declaration, to maintain the lawns of the house lots in Broadmoor Estates.

F. Pursuant to Section 18.1 of the Declaration, as supported by Article IV of the Broadmoor Supplemental, Declarant may unilaterally amend the Declaration and the Broadmoor Supplemental for any purpose during the Class "B" Declarant Control Period.

G. All lots in the phases of WaterView that were owned and platted by Parcel Builders have been sold. Although some WaterView lots are owned by Builders, some of whom may have been Parcel Builders in other phases, no Builder in WaterView has the status of Parcel Builder on the date of this Amendment.

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H. On the date of this Amendment, (1) Declarant owns lots in WaterView, (2) the Class "B" membership has not expired or been terminated, and (3) the Class "B" Declarant Control Period has not expired or been terminated.

I. By recording this Amendment, Declarant amends certain provisions of the Broadmoor Supplemental.

AMENDMENTS

1. Section 3.6 of the Supplemental Declaration of Covenants, Conditions, and Restrictions for The WaterView Community - Broadmoor Estates Neighborhood, titled "Association's Maintenance Responsibility," is hereby amended by the deletion of Subsection (b), titled "Maintenance of Lots," in its entirety.

2. Article III of the Supplemental Declaration of Covenants, Conditions, and Restrictions for The WaterView Community - Broadmoor Estates Neighborhood, titled "Additional Covenants and Restrictions," is hereby amended by the addition of Section 3.6-A, titled "Owner's Maintenance of Lots," to read as follows:

3.6-A. Owner's Maintenance of Lots. Each Owner, at the Owner's sole cost and expense, is responsible for maintaining all aspects of his Lot, including without limitation the driveway, landscaping, and all structures on the Lot, as provided in Article V of the Declaration. Regarding front yards in particular, the Owner shall provide landscape maintenance that includes, without limitation:

- (1) Mowing, edging, weeding, and fertilizing the lawn;
- (2) Appropriate watering of the front lawn and landscaping;
- (3) Maintenance and repair of all irrigation equipment on the Owner's Lot, which shall be in good working condition at all times so that proper and adequate irrigation of all landscaping on the Owner's Lot is not hindered or interrupted for any time period;
- (4) Trimming of hedges and other shrubbery; and
- (5) Maintenance of trees, flowers, shrubs, and other landscape material.

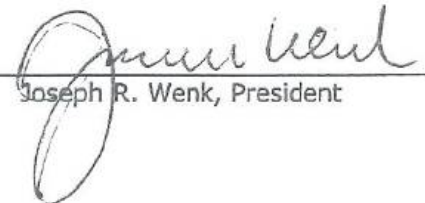
(Executed on Next Page.)

SIGNED AND ACKNOWLEDGED

SIGNED on the 12th day of November 2004.

SNAPDRAGON PROPERTIES ASSOCIATES, L.P.,
a Delaware limited partnership

By: **SNAPDRAGON ENTERPRISE, INC.,** a Delaware
corporation, its general partner

By: 
Joseph R. Wenk, President

STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

This instrument was acknowledged before me on the 12th day of November 2004 by Joseph R. Wenk, President of Snapdragon Enterprises, Inc., a Delaware corporation, on behalf of the corporation in its capacity as general partner of Snapdragon Properties Associates, L.P., a Delaware limited partnership, on behalf of the limited partnership.


Notary Public, State of New York

MADELYN MARATEA
Notary Public, State of New York
No. 01MA6107203
Qualified in Nassau County
Commission Expires March 22, 20 08


After recording, please return to:

Ms. Sharon Reuler • SETTLEPOU ▸ Attorneys
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219

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OFFICIAL PUBLIC RECORDS

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 *[Signature]*
COUNTY CLERK
DALLAS CO., TEXAS

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