

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR THE HOMES OF BRIAR CROSSING**

This First Amendment to Declaration of Covenants and Restrictions for The Homes of Briar Crossing (this "**Amendment**") is executed by Double Creek Capital, Ltd., a Texas limited partnership ("**Declarant**").

**BACKGROUND**

A. Declarant executed a Declaration of Covenants and Restrictions for The Homes of Briar Crossing (the "**Declaration**"), which was recorded in Volume 1707, Page 227, Real Property Records, Wise County, Texas. The Declaration imposed certain covenants, restrictions, easements, conditions, stipulations, and reservations (collectively, the "**Restrictions**") on land described as The Homes of Briar Crossing (Phase 1) (the "**Property**"), according to the subdivision plat recorded at Cabinet C, Sleeve C-486, Plat Records, Wise County, Texas (the "**Plat**").

B. Section 9.10 of the Declaration provides that the Declarant may unilaterally amend the Declaration and the Restrictions to correct any ambiguity or inconsistency appearing in the Declaration. Declarant is executing and recording this Amendment to correct an ambiguity and inconsistency in the definition of Common Areas contained in Section 1.4 of the Declaration.

**AMENDMENTS**

1. Defined Terms. All initially capitalized terms, as used in this Amendment, shall have the same definitions as provided in the Declaration, unless defined otherwise in this Amendment.
2. Change in Definition of Common Areas. Section 1.4 of the Declaration is amended in its entirety by deleting the current section and replacing it with the following:

**1.4 "Common Areas"** means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association, or in certain instances over which the Association has retained or has been granted easements or the right to use, for the common use and enjoyment of the Owners or the benefit of the Association, as set out in Article V in this Declaration, together with any other property or rights that the Association may from time to time acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of this Declaration or the Plat. The Common Areas include (without limitation): [i] the 11' Landscape Buffer along Preskitt Road, as shown on the Plat; [ii] all landscaping and signs at the entryway(s) into the Property, including those that may be located on Lot 1 Block A and Lot 41 Block A; [iii] the two 16' Radius Green Space Easements located in the cul-de-sacs of Hidden Springs Road in the northeast and southwest quadrants of the Property, as shown on the Plat; [iv] the

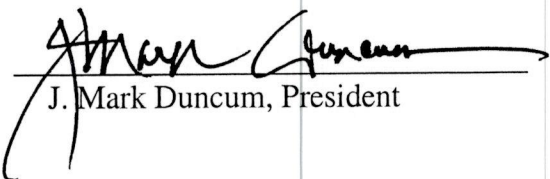
portions of Lot 23 Block A and Lot 24 Block A that are within the Floodway Easement, as shown on the Plat; [v] the 20' Utility and Drainage Easement between the east boundary of Lot 35 Block A and west boundary of Lot 36 Block A; [vi] the 20' Utility and Drainage Easement between the northeast boundary of Lot 14 Block A and southwest boundary of Lot 13 Block A; [vii] the 10' Utility and Drainage Easement along the north, south, east, and west boundaries of the Property, as shown on the Plat; and [viii] all street lights, fences, walls, irrigation systems, sidewalks, benches, drainage facilities, landscaping, facilities and other improvements within the easement areas and other Common Areas described above.

3. No Other Amendments. Except as specifically amended as provided above, the terms, covenants and restrictions contained in the Declaration shall continue in full force and effect. This Amendment shall be effective when it is recorded in the Real Property Records of Wise County, Texas.

DECLARANT:

DOUBLE CREEK CAPITAL, LTD.  
a Texas limited partnership

By: Double Creek Management, L.L.C.,  
a Texas limited liability company,  
its general partner

By:   
J. Mark Duncum, President

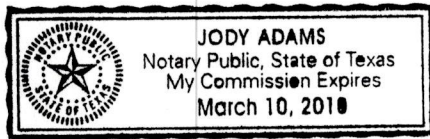
STATE OF TEXAS

COUNTY OF Wise

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This instrument was acknowledged before me, the undersigned notary public, on 10/16, 2008, by J. Mark Duncum, as the President of and on behalf of Double Creek Management, L.L.C., a Texas limited liability company, the limited liability company acting in its capacity as the general partner of and on behalf of Double Creek Capital, Ltd., a Texas limited partnership.

[ SEAL ]



[Signature]  
Notary Public, State of TEXAS

Printed Name of Notary Public  
My commission expires: 03/10/2010

After recording, return to:

Steven M. Smith  
Broude, Smith & Jennings, P.C.  
309 West 7<sup>th</sup> Street, Suite 1100  
Fort Worth, Texas 76102