

EXHIBIT A

passed

PROPOSED AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WELLINGTON AT PRESTON MEADOWS HOMEOWNERS
ASSOCIATION

North

MARCH 6, 1996

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

This Amendment is made on the date hereinafter set forth by the Wellington at Preston Meadows Homeowners Association, Inc., a Texas non-profit corporation, whose address is 7557 Rambler Road, Suite 850, Dallas, Texas 75231 (the "Association") in accordance with Article V, Section 5.13 of the Declaration of Covenants, Conditions and Restrictions for Wellington at Preston Meadows Homeowners Association, Inc. recorded in Volume 3178, Page 770 of the Deed Records of Collin County (the "Declaration").

The governing documents Exhibit "B" Article I Section 1.6 now reads:

No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street or alley) shall be permitted on any Lot, except that a builder or contractor may have temporary improvements (such as a sales office and/or a construction trailer) on a Lot during construction or sale of Residences on any Lot in the Subdivision. No building material of any kind or character shall be placed or stored upon a Lot until the owner thereof is ready to commence construction of improvements and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses with undue delay.

The amended documents will read:

X

No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except dog houses, green houses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street or alley) shall be permitted on any Lot, except that a builder or

Wellington
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contractor may have temporary improvements (such as a sales office and/or construction trailer) on a Lot during construction or sale of Residences on any Lot in the Subdivision. No building material of any kind or character shall be placed or stored upon a Lot until the owner thereof is ready to commence construction of improvements and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay.

Section 1.15 will be added to Article I:

/ Play structures shall not be visible from the street in front of the home. Play structures visible from the side streets or alleys within Wellington shall be in harmony with external design, appearance and color scheme of the home.

Article V, Section 5.4 now reads:

Maintenance of Improvements. Subject to the provisions of Article III, each Lot Owner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair: (b) shall replace wood and rotten parts: (c) shall regularly repaint all painted surfaces: and (d) shall not permit the roofs, rain gutters, downspouts exterior walls, windows, doors, walks, driveway, parking areas or other exterior portions of the improvements to deteriorate.

Article V, Section 5.4 will be amended to read:

--/ Maintenance of Improvements. Subject to the provisions of Article III, each Lot Owner (a) shall maintain the exterior of all buildings, fences, play structures, walls and other improvements on his Lot in good condition and repair: (b) shall replace wood and rotten parts: (c) shall regularly repaint all painted surfaces: and (d) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveway, parking areas or other exterior portions of the improvements to deteriorate.

North

THE STATE OF TEXAS }
COUNTY OF COLLIN }

KNOWN ALL MEN BY THESE PRESENTS:

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE WELLINGTON AT PRESTON MEADOWS PHASE II
Collin County, Texas**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is dated and effective _____, 1992. This Amendment is executed by more than seventy-five percent (75%) of the owners (the "Owners") of the Property (defined hereinafter) as required by the Declaration (defined hereinafter).

The Owners who have executed this Amendment own the lot or lots as described below their respective signatures. All lots being a part of the Wellington at Preston Meadows Phase II plat as recorded in Volume _____, Page _____ of the Collin County Plat records. The entire Wellington at Preston Meadows Phase II platted area shall be known as the "Property".

The Declarant (as defined in the Declaration) has declared that the Property shall be subject to certain covenants, conditions, restrictions, easements, liens and charges in that certain Declaration of Covenants, Conditions, and Restrictions for the Wellington at Preston Meadows Phase II (the "Declaration") recorded in Volume _____, Page _____ of the Deed Records of Collin, Texas; and

The Owners declare that the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and attractiveness of the Property and other lots within the subdivision of which the Property is a part, and which shall run with the Property and be binding on all parties having or acquiring any right, title or interest therein; and shall be for the benefit of the Owners, their successors or assigns.

Section 1.10 of the Declaration the following language shall be removed from the Declaration:

"On any lot abutting the east-west Drainage and Floodway Easement the rear fence or side fence within 30 feet of the east-west Drainage and Floodway Easement shall be constructed of no more than fifty percent (50%) of solid materials."

The following restrictive language shall be added in place of the deleted language:

On any lot abutting the east-west Drainage and Floodway Easement the rear or side fence shall be six (6') foot in height and constructed of a vertical board-on-board design. The pickets used shall be Cedar boards 1" thick by 4" wide placed on 2" centers, a 2" X 6" Cedar cap shall be placed at the top of the fence. Treated wooden posts 4" X 4" in size shall be installed 30" deep in a concrete casting of 9" in diameter to support the fence. These posts shall be placed on 8' centers. The individual home owner owning one of the lots adjacent to the east-west Drainage and Floodway Easement shall have the responsibility for the installation and perpetual maintenance of this fence.

This Amendment is supplemental and in addition to any other restrictions heretofore affecting or may be applicable to the Property and shall not alter or diminish any of the terms or provisions of any such other document.

[Handwritten signatures]

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