



After Recording Return to:

Robert D. Burton
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

FIRST AMENDMENT
SETTLER'S PARK
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
[ESTATES AT SETTLER'S PARK]**

This First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") is made by D.R. HORTON-TEXAS, LTD., a Texas limited partnership, as "Declarant" and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2002024178, Official Public Records of Williamson County, Texas (the "Declaration").

B. The Declaration encumbers approximately 113.64 acres of real property located in Williamson County, Texas, as more particularly described in the Declaration (the "Property").

C. In accordance with Section 7.2 of the Declaration, the Declaration may be amended by Declarant so long as Declarant owns any of the Lots within the Property.

D. Declarant is an owner of Lots within the Property.

E. Declarant desires to amend the Declaration as set forth in this First Amendment.

NOW, THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. Annexation of Additional Property Subject to the Jurisdiction of the Association.
The following provision is hereby added to the Declaration:

4.7 Annexation of Additional Property Subject to the Jurisdiction of the Association. Declarant has identified certain property, as more particularly described in Exhibit "1", attached hereto and incorporated herein by reference (the "Additional Property") which may be made subject to the jurisdiction of the Association. In order to make all or any portion of the Additional Property subject to the jurisdiction of the Association, Declarant may either: (a) record a declaration of covenants (the "Additional Property Declaration") which identifies the Additional Property which will be subject to the jurisdiction of the Association; or (b) in the event Declarant is not the owner of the Additional Property made subject to the jurisdiction of the Association, Declarant must consent to the recordation of the Additional Property Declaration which identifies the Additional Property which will be subject to the jurisdiction of the Association. Furthermore, in order for any portion of the Additional Property to be made subject to the jurisdiction of the Association, the Additional Property Declaration must: (i) identify the Association by name; (ii) provide that the owner of lots within the Additional Property be mandatory members of the Association; and (iii) reserve, on behalf of the Association, a lien to secure the payment of assessments levied against lots within the Additional Property subject to the Additional Property Declaration. The Additional Property Declaration may: (1) include restrictions and covenants which differ from the restrictions and covenants set forth in the Declaration; (2) allocate additional votes to the Declarant, or if the Declarant is not the owner of the Additional Property, to the owner of the Additional Property provided that the owner is developing the Additional Property for resale to third parties; (iii) specify assessment levels against lots within the Additional

Property which differ from the assessment levels set forth in the Declaration. If all or any portion of the Additional Property is made subject to the jurisdiction of the Association, owners of lots within such Additional Property will enjoy the same rights and privileges as members of the Association as the owners of lots within the Property.

2. **Defined Terms.** All terms delineated with initial capital letters in this First Amendment that are defined in the Declaration have the same meanings in this First Amendment as in the Declaration. Other terms have the meanings commonly ascribed to them.

3. **Effect of Amendment.** Except as specifically amended in this First Amendment, all terms of the Declaration remain in full force and effect.

EXECUTED to be effective the 22 day of January, 2004.

DECLARANT:

D.R. HORTON-TEXAS, LTD., a Texas limited partnership

By: D.R. Horton, Inc., a Delaware corporation, its general partner

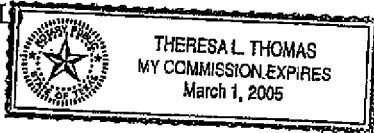
By: B. H. B. McClendon
Printed Name: Burwell B. McClendon, III
Title: Asst. Secretary

THE STATE OF TEXAS
COUNTY OF TRAVIS

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This instrument was acknowledged before me on this 22 day of January, 2004, by Burwell B. McClendon III, Asst. Secy. of D.R. Horton, Inc., a Delaware Corporation, General Partner of D.R. Horton-Texas, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)



Theresa L. Thomas
Notary Public Signature

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2004005929

Nancy E. Rister

01/26/2004 08:51 AM

CARRILLO \$18.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS