

AFTER RECORDING RETURN TO:  
Tim Hagen  
Glast, Phillips & Murray, P.C.  
2200 One Galleria Tower  
13355 Noel Road  
Dallas, Texas 75240



A handwritten signature in cursive script, appearing to read "Stacey Kemp".

**FIRST SUPPLEMENTARY  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GREENSPOINT, PROSPER, TEXAS  
(Estates of Greenspoint)**

THIS FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENSPOINT, PROSPER, TEXAS (this "Supplement") is made by WILBOW-PROSPER ONE DEVELOPMENT CORPORATION, a Texas corporation ("Declarant"), and WILBOW-GREENSPOINT DEVELOPMENT CORPORATION, a Texas corporation ("Owner") as of the 23<sup>rd</sup> day of May, 2007.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Greenspoint, Prosper, Texas (the "Original Declaration"), dated June 1, 2006, recorded in the Official Public Records of Real Property of Collin County, Texas, under Document No. 20060601000743060; and

WHEREAS, Declarant executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Greenspoint, Prosper, Texas (the "First Amendment"), dated December 29, 2006, recorded in the Official Public Records of Real Property of Collin County, Texas, under Document No. 200770118000070880. The Original Declaration, as amended by the First Amendment, shall herein be referred to as the "Declaration"; and

WHEREAS, the Declaration remains in full force and effect; and

WHEREAS, Section 2.02(a) of the Declaration provides that Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of the Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Declaration to such property; and

WHEREAS, Section 2.02(a) of the Declaration provides that the Supplemental Declaration may contain such additions and modifications to the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character of the added properties and as may be approved by Declarant; and

WHEREAS, Owner is the owner of the real property (the "Annexed Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and Owner and Declarant desire to add the Annexed Property to the scheme of the Declaration, subject to the additions and modifications set forth below; and

NOW, THEREFORE, Declarant and Owner declare that the Annexed Property is and shall be (i) subject to the scheme of the Declaration and (ii) held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration, subject to the following additions and modifications:

1. Capitalized terms not defined in this Supplement shall have the meanings given to such terms in the Declaration.

2. The Lots located within the Annexed Property shall be referred to as the "Estate Lots" or individually as an "Estate Lot."

3. **NOTICE TO OWNERS OF ESTATE LOTS: The streets within the Annexed Property are private streets that have not been dedicated to and are not owned by the City of Prosper, Texas. Accordingly, the City of Prosper has no responsibility to maintain the streets within the Annexed Property. The Association has the sole responsibility for street maintenance and the cost thereof.**

4. The following special provisions are applicable to the streets (the "Streets") within the Annexed Property:

(a) The Association will own the Streets; provided, however, neither Declarant nor the Association makes any commitment that the Streets always will be private streets. Changes in ordinances of the City of Prosper (the "City") or other City action could cause the Streets to no longer be private.

(b) The Association shall, and has the sole responsibility to, maintain the Streets and make any repairs to the Streets. The Association's costs of maintaining the Streets will be collected from the Owners of the Estate Lots through assessments as provided in the Declaration.

(c) The Association will establish and maintain a maintenance reserve fund to pay future maintenance costs of the Streets, also to be collected from the Owners of the Estate Lots through assessments (the "Street Reserve Fund").

(d) The Association will dedicate to the City, for so long as the Streets are private, an easement to enter onto and use the Streets for the provision of police and fire protection, garbage collection, inspection and code enforcement, and for any other purpose relating to the exercise of a governmental service or function and to remove any vehicle or obstacle from the Streets that impairs

emergency access.

5. Declarant may install a system that limits vehicular access to the Streets from public streets (the "System"). By accepting a deed to an Estate Lot, each Owner of an Estate Lot acknowledges the following:

(a) The Association will have the sole authority, in its discretion to determine when the System will become operational.

(b) Neither Declarant nor the Association is responsible for providing security to the Owners of the Estate Lots or their family members, guests, invitees, or property. The purpose of the System will be to provide some degree of restriction of vehicular access onto the Streets. However, there is absolutely no guarantee that the presence of the System will in any way increase the personal security or safety of any Owner of an Estate Lot or their family members, guests, invitees, or property. Each Owner's personal and property security is his own responsibility.

(c) The City will have access to the Property for law enforcement purposes. Each Owner must look to the City for the provision of law enforcement and police protection; however, the City police may not make routine patrols, enforce traffic or parking ordinances, or prepare accident reports in the Annexed Property.

(d) The System is not intended to replace or to serve in lieu of individual alarm systems or other measures to provide security at a residence. Each Owner of an Estate Lot is encouraged to install his own personal security devices on his property to the same extent that it would be prudent if the System did not exist.

(e) The System will be installed based upon the representations of vendors regarding the operational and performance capabilities of the components of the System. Declarant disclaims all and makes no warranties of any nature regarding the System, including, without limitation, any implied warranty of merchantability or fitness for the purpose for which it was designed. Declarant does not expressly or impliedly guarantee that the System will avert or prevent occurrences or consequences which the System is designed to avert or prevent.

(f) The System shall be owned by the Association. Operation of the System shall be the responsibility of the Association. Declarant shall not be required to operate or maintain the System. Costs of operation and maintenance of the System will be paid by the Owners of the Estate Lots through assessments.

(g) Each residence constructed on an Estate Lot must be connected into the System, and each Owner of an Estate Lot is responsible for using the

System in the proper manner.

6. Notwithstanding anything to the contrary contained in Section 5.04 (d)(ii) of the Declaration, a Class B Member (other than Declarant) that owns an Estate Lot shall be responsible for one-half (½) of the annual maintenance assessment applicable to such Lot until the earlier to occur of (i) one (1) year after the date such Class B Member acquires the Estate Lot or (ii) such time as a residence and associated landscaping have been substantially completed, and upon the occurrence of either (i) or (ii) above, such Class B Member shall be responsible for the full annual maintenance assessment applicable to such Estate Lot. Declarant, so long as Declarant is a Class B Member, shall be responsible for one-half (½) of an annual maintenance assessment applicable to an Estate Lot.

7. Notwithstanding anything to the contrary contained in Section 5.04(e) of the Declaration, prior to January 1, 2008, the maximum annual maintenance assessment chargeable against any Estate Lot for which a full assessment is payable shall not exceed \$125.00 per month.

8. As specifically permitted by Section 5.06 of the Declaration, the annual maintenance assessments applicable to the Estate Lots will not be the same as the annual maintenance assessments applicable to Lots (other than the Estate Lots), and the special capital assessments applicable to the Estate Lots may not be the same as the special capital assessments applicable to the Lots (other than the Estate Lots). Annual maintenance assessments and special capital assessments applicable (excepting therefrom special individual capital assessments) applicable to the Estate Lots shall be fixed at a uniform rate for all Estate Lots.

9. Notwithstanding anything to the contrary contained in Section 5.13 of the Declaration, the working capital contribution applicable to an Estate Lot shall be \$750.00.

10. The term "Common Properties," as it is applicable to the Annexed Property, shall include the Streets, gates, gate operators, call boxes, water fountain, walls, and other equipment and appurtenances that benefit primarily the Annexed Property and the Owners of the Estate Lots.

11. Notwithstanding anything to the contrary contained in Section 9.03 of the Declaration, each Estate Lot shall contain at least 20,000 square feet and shall have a minimum lot width of 100 feet, measured along the front building setback line; provided, however, that Estate Lots within the radius of a cul-de-sac or along street elbows or eyebrows may have a minimum lot width of 90 feet, measured along the front building setback line.

12. Notwithstanding anything to the contrary contained in Section 9.04 of the Declaration, each dwelling constructed on an Estate Lot shall contain a minimum of 2,500 square feet. All floor areas referenced above are for air-conditioned floor areas, exclusive of porches, garages, guest houses, cabanas, or breezeways attached or detached to the main building.

13. Notwithstanding anything to the contrary contained in Section 9.06 of the Declaration, the Architectural Control Committee may impose front building setbacks for the Estate Lots that are greater than the minimum front building setbacks established by the City or required by the Plat.

14. Section 9.08 of the Declaration shall not be applicable to the Estate Lots; provided, however, the Estate Lots shall be subject to the following:

Each Estate Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used. All driveways shall have all-weather surface approach from the street to the lot line. Each Estate Lot shall contain a minimum of four (4) off-street concrete parking spaces and at least three (3) enclosed garage spaces. Circular driveways are not allowed without the prior written approval of the Architectural Control Committee; provided, however, corner Estate Lots may have two (2) curb cuts (one on each street), with the prior written approval of the Architectural Control Committee. Front lead walks shall be at least four and one-half feet (4-1/2') wide from the sidewalk or driveway to the porch or stoop attached to the residence. Driveways constructed to the side yard lot line shall be constructed so as to allow storm water and side yard runoff from the Estate Lot to the public street. All such driveways conveying storm water runoff shall be continuously paved. All driveways shall be constructed of materials designated in the Architectural Standards Bulletins and Design Guidelines or otherwise approved in writing by the Architectural Control Committee.

15. Sections 9.12(b), (c), and (g) of the Declaration shall not be applicable to the Estate Lots; provided, however, the Estate Lots shall be subject to the following:

(a) Roofs shall be covered in materials approved in writing by the Architectural Control Committee and in conformity with the Architectural Standards Bulletins and Design Guidelines; provided, however, no wood shingle roofs will be allowed on any dwelling. The Architectural Control Committee will only approve roofing materials which are of a quality consistent with the external design, color and appearance of other improvements within the subdivision.

(b) Chimneys shall be regulated by the Design Guidelines and Architectural Standards Bulletins.

16. Section 9.13 of the Declaration shall not be applicable to the Estate Lots; provided, however the Estate Lots shall be subject to the following:

Each residential dwelling erected on any Estate Lot shall provide garage space for a minimum of three (3) conventional automobiles. All garage doors shall be equipped with an automatic and remote controlled door opener, and shall be closed at all times when not in use. Detached garages may be attached to the main residence with a covered breezeways approved in writing by the Architectural Control Committee. Carports and porte cocheres must be approved in writing by the Architectural Control Committee. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, unless a new garage is constructed to meet the requirements of this Section. No garage shall face a residential street or any of the Common Properties, unless approved in writing by the Architectural Control Committee. Notwithstanding anything to the contrary set forth above, Declarant and/or builders may utilize the garage of a residence as a sales or construction office during the construction and sales of residences within the Properties.

17. Notwithstanding anything to the contrary contained in Section 9.14 of the Declaration, all hardwood trees situated on the Estate Lots shall be selected from a list set forth in the Design Guidelines or the Architectural Standards Bulletins, and the second (2<sup>nd</sup>), third (3<sup>rd</sup>), and fourth (4<sup>th</sup>) from the last sentences of Section 9.14 of the Declaration shall not apply to the Estate Lots.

18. The terms and provisions of Section 9.15 of the Declaration shall not apply to the Estate Lots.

19. Notwithstanding anything to the contrary contained in Section 9.16 of the Declaration, fencing on the Estate Lots shall be constructed in accordance with the Design Guidelines and the Architectural Standards Bulletins. As a result, items (a) through (i) of Section 9.16 of the Declaration may or may not be applicable to fences situated on Estate Lots.

20. Notwithstanding anything to the contrary contained in Section 9.25 of the Declaration, the drilling and operation of water wells and the placement of water tanks for the purpose of catching and storing rainwater for irrigation purposes shall be permitted on the Estate Lots, provided, such operations are conducted in accordance with the Design Guidelines and the Architectural Standards Bulletins.

21. Notwithstanding anything to the contrary contained in the Declaration, the Streets may not be curbed, and, in the event the Streets are not curbed, any reference in the Declaration to curbs shall not be applicable to the Estate Lots.

22. Notwithstanding anything to the contrary contained in Section 9.30 of the Declaration, all mailboxes situated on the Estate Lots shall be consistent in design, color, and shape and in accordance with the Design Guidelines and the Architectural Standards Bulletins.

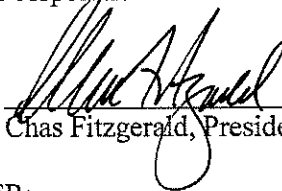
23. Notwithstanding anything to the contrary contained in Section 11.04 of the Declaration, underground storm sewer may not be available to the Estate Lots.

The Declaration, as expressly supplemented and modified herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the date set forth above.

DECLARANT:

WILBOW-PROSPER ONE  
DEVELOPMENT CORPORATION,  
a Texas corporation

By:   
Chas Fitzgerald, President

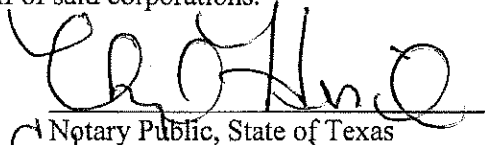
OWNER:

WILBOW-GREENSPPOINT  
DEVELOPMENT CORPORATION,  
a Texas corporation

By:   
Chas Fitzgerald, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

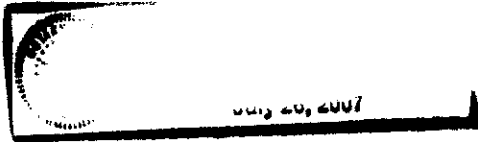
This instrument was acknowledged before me on 12/23, 2007, by CHAS FITZGERALD, President of WILBOW-PROSPER ONE DEVELOPMENT CORPORATION, a Texas corporation, and President of WILBOW-GREENSPPOINT DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporations.



Notary Public, State of Texas

My Commission Expires:

Cheryl Hinds  
(Printed or Typed Name of Notary)



**EXHIBIT "A"**

**(Description of Annexed Property)**

All of the residential lots situated in The Estates of Greenspoint, an addition to the City of Prosper, Texas, according to the map or plat thereof recorded in Volume 06-345, Page 151 of the Plat Records of Collin County, Texas.

**CONSENT, JOINDER AND SUBORDINATION  
OF MORTGAGEE**

RBC CENTURA BANK, the mortgagee holding a current deed of trust lien on all or a portion of the Annexed Property, does hereby consent to the execution and recordation of the foregoing, First Supplementary Declaration of Covenants, Conditions and Restrictions for Greenspoint, Prosper, Texas, and agrees that all liens currently held by it shall be subject and subordinate to the provisions of the foregoing First Supplementary Declaration.

EXECUTED this the 22 day for MAY, 2007.

RBC CENTURA BANK

By:

Wendell Gamble  
Name: WENDELL GAMBLE  
Title: AREA MANAGER

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on May 22, 2007, by Wendell Gamble, Area Manager, President of RBC CENTURA BANK, on behalf of said bank.

My Commission Expires:

05-30-2008

Margaret A. Cady  
Notary Public, State of Texas  
Margaret A. Cady  
(Printed or Typed Name of Notary)

