

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE HILLS OF CHILDRESS CREEK SUBDIVISION  
SECTION ONE, PHASES ONE, TWO, AND THREE  
McLENNAN COUNTY, TEXAS**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Hills of Childress Creek Subdivision, Section One, Phases One, Two, and Three, McLennan County, Texas (this "Amendment"), is executed by the undersigned parties as of the Effective Date set forth below.

RECITALS

WHEREAS, Hines Development, Ltd., a Texas limited partnership, f/k/a Hines Development Corporation ("Declarant"), executed that certain Amended Declaration of Covenants, Conditions, and Restrictions for The Hills of Childress Creek Subdivision, Section One (the "Declaration"; this term includes, collectively, all amendments or supplements to the Declaration and including, without limitation, the Supplement Declarations for Phases Two and Three below), dated December 29, 1998, and recorded in Volume 396, Page 505, of the Official Public Records of McLennan County, Texas, related to the subdivision described therein and being known as The Hills of Childress Creek Subdivision, McLennan County, Texas (the "Subdivision," including, collectively, Phases One, Two, and Three of the subdivision, and any future additional phases of the subdivision);

WHEREAS, by Supplemental Declaration of Covenants, Conditions, and Restrictions for The Hills of Childress Creek Subdivision, Section One, McLennan County, Texas, to Include Phase Two, dated November 14, 2001, and recorded in County Clerk's Instrument No. 2001036091, of the Official Public Records of McLennan County, Texas, Declarant imposed the Declaration on Phase Two of the Subdivision;

WHEREAS, by Supplemental Declaration of Covenants, Conditions, and Restrictions for The Hills of Childress Creek Subdivision, Section One, McLennan County, Texas, to Include Phase Three, dated April 8, 2009, and recorded in County Clerk's Instrument No. 2009010460, of the Official Public Records of McLennan County, Texas, Declarant imposed the Declaration on Phase Three of the Subdivision;

WHEREAS, under the terms of the Declaration, the Declaration may be amended during the first twenty-five (25) years by an instrument signed by the Owner or Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Tracts in the Subdivision;

WHEREAS, for the purpose of protecting the value and desirability of the Subdivision, the Declarant and the undersigned Owners of Tracts in the Subdivision desire to amend the Declaration as set forth below;

WHEREAS, the undersigned Owners constitute the owners of more than sixty-six and two-thirds percent (66 2/3%) of the Tracts in the Subdivision;

NOW, THEREFORE, BE IT RESOLVED, that the Declarant and the undersigned Owners hereby adopt the following amendment to the Declaration:

AMENDMENT

1. A new Section 9.30 is hereby added to the Declaration as follows:

**Swimming Pools, Spas, Hot Tubs**

9.30 The location, design, construction, and material alteration of all swimming pools, spas, and hot tubs within the Subdivision shall be subject to approval by the Architectural Control Committee in accordance with Article 7 of the Declaration. Above-ground swimming pools are prohibited within the Subdivision; all swimming pools shall be permanent in-ground structures. A portable, temporary wading pool is not considered an above-ground swimming pool for purposes of these restrictions, provided the same does not exceed two (2) feet in depth. A portable, temporary wading pool shall be placed in such a manner that it cannot be seen from the street.

2. Capitalized terms used herein shall have the meanings ascribed to them in the Declaration unless otherwise defined herein. All terms and provisions of the Declaration shall, except as expressly amended and modified by this Amendment, remain in full force and effect.
3. This Amendment shall bind and inure to the benefit of the parties hereto, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of the Declaration, as amended by this Amendment, shall run with and bind the land comprising the Subdivision; and shall be and shall be binding on all parties now or hereafter having any right, title, or interest in or to the Subdivision or any of the Tracts in the Subdivision, or any part thereof, and their legal representatives, heirs, successors, and assigns; and shall inure to the benefit of, and be enforceable by the Declarant, the Owner of any Tract subject to the Declaration, or the Homeowners Association, and their respective legal representatives, heirs, successors, and assigns.
4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXECUTED by the undersigned parties on the dates of the acknowledgments set forth below, to be EFFECTIVE as of \_\_\_\_\_, 2015 (the "Effective Date").

**[Signature Pages to Follow This Page]**

DECLARANT:

HINES DEVELOPMENT, LTD.

By: Hines Development Management, L.L.C.,  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS    §

COUNTY OF \_\_\_\_\_                                  §

This instrument was acknowledged before me on \_\_\_\_\_ 2015, by  
\_\_\_\_\_, \_\_\_\_\_ of Hines  
Development Management, L.L.C., general partner of Hines Development, Ltd., on behalf of said  
limited liability company and said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas

OWNER:

\_\_\_\_\_  
Owner Signature  
Printed Name \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner Signature  
Printed Name \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

(To Be Signed by Owner and Owner's Spouse who Reside on Property)

STATE OF TEXAS                                §  
COUNTY OF \_\_\_\_\_                    §

                  This instrument was acknowledged before me on \_\_\_\_\_ 2015 by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS                                §  
COUNTY OF \_\_\_\_\_                    §

                  This instrument was acknowledged before me on \_\_\_\_\_ 2015 by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas