

**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 Owners and promoting the safety of the Subdivision, which ultimately inures the benefit of the Owners, the Declarant, and the community, the Declarant and the undersigned Owners of Tracts in the Subdivision desire to amend the Declaration to prohibit registered sex offenders from owning, using, or occupying Tracts in the Subdivision;

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 9.31 is hereby added to the Declaration as follows:

Prohibition Against Registered Sex Offenders

9.31 No person who is registered or is required to register as a sex offender under Chapter 62 of the *Texas Code of Criminal Procedure* (Sex Offender Registration Program), as the same may be amended or re-codified from time to time, or is registered or required to be registered as a sex offender under any other similar federal, state, or local laws, regulations, or ordinances, shall be permitted to: (i) own or hold any interest, including without limitation a fee simple or leasehold interest, in any Tract or residence in the Subdivision; (ii) reside within the Subdivision; (iii) occupy or use any Tract or residence in the Subdivision; or (iv) utilize or enter upon the roadways, common areas (if any), or the Tracts in the Subdivision. Without limiting any other right or remedy available to Declarant or the Owners in the Subdivision, and notwithstanding anything herein to the contrary, Declarant or the Owners in the Subdivision shall have the right to immediately seek any and all remedies available at law or in equity, including, without limitation, injunctive relief, in the event of a violation or threatened or potential violation of this restrictive covenant. This restrictive covenant shall not be utilized at any time by the Declarant or any Owners in the Subdivision to discriminate against a purchaser or tenant of a Tract in the Subdivision on the basis of gender, race, national origin, ethnic origin, or familial status.

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]

