

3

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WILLIAMSBURG ESTATES
AND OAK TIMBER ESTATES

WHEREAS, on the 30th day of December, 1988, Williamsburg Joint Venture, a Texas joint venture, by and through its duly authorized representative executed a certain Declaration of Covenants, Conditions and Restrictions for Williamsburg Estates, a subdivision in Keller, Texas and said Declaration was recorded in the Tarrant County Deed Records in Volume 09476, Page 0685 (the Williamsburg Declaration), and

WHEREAS, Lots 1-A, 2-A and 3-A, Block A, OAK TIMBER ESTATES, a subdivision in Keller, Texas, according to the Plat filed for record in Cabinet A, Slide 5682, Plat Records, Tarrant County, Texas, were annexed into Williamsburg Estates by a certain Declaration of Covenants, Conditions and Restrictions dated July 7, 2000, and recorded in the Tarrant County Deed Records (the Oak Timber Declaration); and

WHEREAS, the Williamsburg of Keller Homeowners Association, Inc., a Texas non-profit corporation, in good standing, has been organized as the successor to the Williamsburg Estate Homeowners Association, Inc., and exercises the rights, duties and powers delegated to it as stated in the Declarations, and

WHEREAS, seventy-five percent (75%) of the Owners of the Lots subject to each Declaration have agreed in writing to amend certain restrictions due to changed circumstances in the community.

WHEREAS, on November 14, 2006, this First Amendment was approved by a resolution passed by the Board of Directors evidencing the consent of seventy-five (75%) of the Owners and authorizing the President of the Association to execute such document;

NOW, THEREFORE, the following paragraphs of each Declaration referred to above are hereby amended and substituted for the paragraphs originally written:

I

"9.01 Residential Use. All Lots (excluding, however, those platted lots on which certain Common Properties may be located) shall be owner occupied and used for residential purposes only. No residence shall be used as rental property. No building or

structure shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling and a private garage for two (2) or more automobiles. No building or structure on any lot shall exceed two and one-half (2 ½) stories in height."

"9.10 Vehicles. Any truck, bus, boat, boat trailer, animal trailer, trailer, mobile home, motor home, campmobile, camper, motorcycle or any motorized vehicle other than a conventional automobile, SUV or pick up truck (less than ¾ ton) in evident good working condition shall be stored, placed or parked within the garage of the appropriate owner or so as to be completely hidden from view. No vehicles shall be parked in the street overnight.

Trucks with tonnage in excess of three-quarters (¾) ton shall not be permitted to park overnight on the streets, driveways or otherwise within the Property. No vehicle of any size which transports inflammatory or explosive cargo may be parked or stored within the Property at any time."

"9.11 Garbage: Weeds No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in city approved containers. All garbage containers shall be placed at the intersection of the rear alley and driveway on the day of collection or, for those Owners whose Lots do not have rear alleys, such garbage containers shall be placed on the street in front of their dwelling on the day of collection, and shall otherwise be in compliance with applicable ordinances of the City of Keller. Garbage containers and recycling bins cannot be stored in view from the street."

"9.15 Antennas and Aerials. All television antennas and other antennas and aerials shall be located inside the attic or under the roof so as to be completely hidden from view. Satellite dishes must not exceed 2 feet (24 inches) and shall not be visible from the street. No towers shall be permitted."

II

12.1 Registration with the Association. Subparagraphs (c) and (d) are hereby deleted, and subparagraph (e) is hereby redesignated as "(c)".

III

All provisions of the Williamsburg Declaration and the Oak Timber Declaration not amended herein are hereby restated and are hereby ratified.

**WILLIAMSBURG OF KELLER
HOMEOWNERS ASSOCIATION, INC.**

By: 
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

§
§

This instrument was acknowledged before me on this the 23rd day of March, 2007, by Clark Craig, President of Williamsburg of Keller Homeowners Association, Inc., a Texas non profit corporation, on behalf of said corporation.

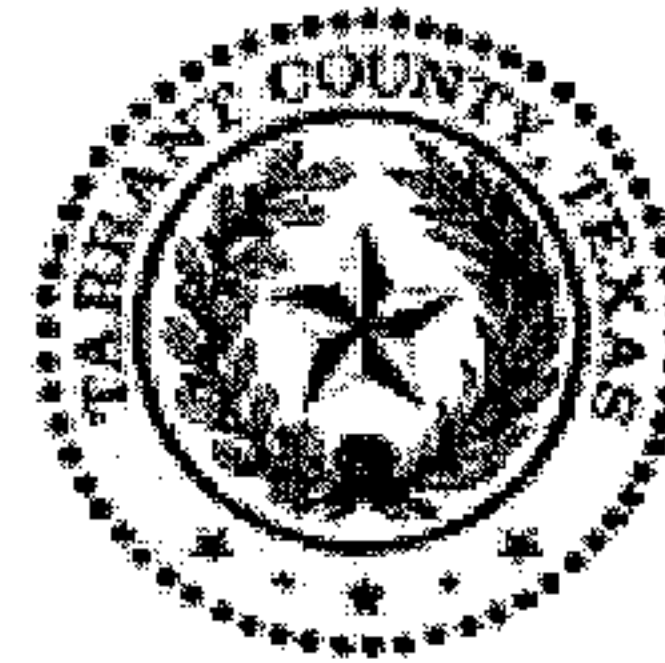
Melissa L. Baughman
Notary Public, State of Texas



Prepared by:
Edward G. Markey
PO Box 714
Bedford, Texas 76095

AFTER RECORDING RETURN TO:

Williamsburg of Keller Homeowners Association, Inc.
PO Box 1741
Keller, Texas 76244-1741



WILLIAMSBURG OF KELLER HOMEOWNERS
POB 1741

KELLER TX 76244

Submitter: EDWARD G MARKEY

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 03/28/2007 12:48 PM
Instrument #: D207107294
A 4 PGS \$24.00

By: _____



D207107294

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.