

RTT GF # 05R23062 WRG
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**THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRAVIS RANCH**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAVIS RANCH (this "Amendment") is made and entered into by **TRAVIS RANCH DEVELOPMENT, L.P.**, a Texas limited partnership ("Declarant")

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Travis Ranch (as amended, the "Declaration") dated December 17, 2004, recorded in Volume 2562, Page 351, Land Records, Kaufman County, Texas, as amended pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated June 8, 2005, recorded in Volume 2663, Page 122, Land Records, Kaufman County, Texas, and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded October 20, 2005 in Volume 2751, Page 577, Land Records, Kaufman County, Texas, and as supplemented pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated as of _____, recorded in Volume _____, Page _____, Land Records, Kaufman County, Texas, regarding certain real property more particularly described in the Declaration, reference to which is hereby made for all purposes (the "Property") Capitalized terms which are not otherwise defined herein shall have the meanings set forth in the Declaration

WHEREAS, the Declaration provides that the Declarant shall have the right and privilege to amend the Declaration as set forth therein

WHEREAS, Declarant desires to amend and clarify the Declaration in certain respects

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1 The provisions of Section 6 20.2 and Paragraph 2 of Appendix D are hereby deleted and the following substituted therefor

Setbacks. No improvement may be erected, altered, placed or permitted to remain on any Lot nearer to the front, side and rear lot lines of any than the minimum distance of setback set forth below with respect to such applicable lot line for such Lot

- 20' setback on rear property line
- 20' setback on front property line

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5' setback on side property lines (except corner Lots with respect to which a 10' setback on the side property line adjoining a street shall be required)

2. The provisions of Section 6.20.7 and Paragraph 6 of Appendix D are hereby deleted and the following substituted therefor.

Landscaping. Landscaping must be installed on the front and side yards of the Lot and must be completed prior to issuance of a Final Inspection Report. Each Owner shall plant and maintain within their front and side yard area the following plant materials:

Trees - one 2 inch or greater caliper tree (as measured 6 inches from the ground) of one of the following varieties:

<u>Botanical Name</u>	<u>Common Name</u>
<i>Quercus virginiana</i>	Live Oak
<i>Quercus shumardii</i>	Shumard Red Oak
<i>Ulmus crassifolia</i>	Cedar Elm
<i>Ulmus parvifolia</i>	Lacebark Elm
<i>Acer barbatum</i>	Caddo Maple
<i>Taxodium distichum</i>	Bald Cypress
<i>Liquidambar styraciflua</i>	Sweetgum
<i>Pistacia chinensis</i>	Chinese Pistachio

Shrubs – one 5-7 gallon accent shrub and eighteen 3 gallon shrubs.

Lawn Grass – sod, any variety.

3. The provisions of Section B 1.4.b. of Appendix B are hereby deleted and the following substituted therefor

b “**Declarant Control Period**” means that period of time during which Declarant controls the operation of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earliest of:

- (1) 15 years from date this Declaration is recorded
- (2) Four months after title to 75 percent of the Lots that may be created in the Property and on the Additional Land has been conveyed to Owners other than Successor Declarants, Declarant-affiliates or Builders.

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- (3) When, in Declarant's sole opinion, the Association is viable, self-supporting, and operational, as evidenced by a written statement signed by Declarant and recorded in the Real Property Records of Kaufman County, Texas

4 Nothing contained herein shall in any way modify, limit or otherwise affect the right, power and authority of the Architectural Reviewer to approve plans, drawings or specifications for any improvement or for any other matter requiring the approval of the Architectural Reviewer under the Declaration or to grant variances, waivers, tolerances or modifications of the standards as set forth within the Declaration.

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Signature Page Follows]**

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AND RESTRICTIONS FOR TRAVIS RANCH - Page 3**

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EXECUTED to be effective as of the date first written above

DECLARANT:

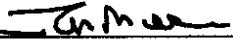
TRAVIS RANCH DEVELOPMENT, L.P.,
a Texas limited partnership


By 2428 Management L.L.C.,
a Delaware limited liability company,
General Partner

By IHP Investment Fund III, L.P.,
a California limited partnership,
Sole Member

By Institutional Housing Partners III
L.P.,
a California limited partnership,
General Partner

By IHP Capital Partners,
a California corporation,
General Partner

By: 
Name: J. Tim Moore
Title: Senior Vice President

By: 
Name: Katherine R. Russell
Title: Vice President

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AND RESTRICTIONS FOR TRAVIS RANCH - Page 4**

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THE STATE OF TEXAS _____ §
COUNTY OF DALLAS _____ §

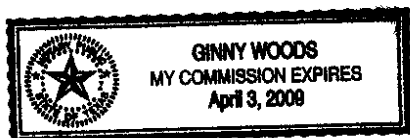
This instrument was acknowledged before me on the 13 day of February, 2006 by Tim Moore, Sr. Vice President of IHP Capital Partners, a California corporation, General Partner of Institutional Housing Partners III L.P., a California limited partnership, General Partner of IHP Investment Fund III, L.P., a California limited partnership, Sole Member of 2428 Management L.L.C., a Delaware limited liability company, sole General Partner of Travis Ranch Development, L.P., a Texas limited partnership, on behalf of the limited partnership.



Ginny Woods
Notary Public, The State of Texas

THE STATE OF TEXAS _____ §
COUNTY OF DALLAS _____ §

This instrument was acknowledged before me on the 13 day of February, 2006 by Kathrine Russell, Vice President of IHP Capital Partners, a California corporation, General Partner of Institutional Housing Partners III L.P., a California limited partnership, General Partner of IHP Investment Fund III, L.P., a California limited partnership, Sole Member of 2428 Management L.L.C., a Delaware limited liability company, sole General Partner of Travis Ranch Development, L.P., a Texas limited partnership, on behalf of the limited partnership.



Ginny Woods
Notary Public, The State of Texas

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Filed for Record in Kaufman County
On: Mar 06 2006 at 01:59P