

FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LEYTON GROVE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Keswick Limited Partnership, a Texas limited partnership (the "Declarant"), filed that certain Declaration of Covenants, Conditions and Restrictions for Leyton Grove executed November 19, 1998 (as heretofore amended, the "Declaration"), recorded in Volume 13526, Page 116 of the Deed Records of Tarrant County, Texas; as subsequently amended by that certain Amendment dated January 14, 2003 and recorded January 28, 2003 in Volume 16345, Page 426 in the Deed Records of Tarrant County, Texas; as subsequently amended by that certain Second Amendment dated April 20, 2007 and recorded April 23, 2007 as Clerk's document #D207140011; as subsequently amended by that certain Third Amendment dated June 22, 2007 and recorded on July 17, 2007 as Clerk's document #207249083; as subsequently amended by that certain Fourth Amendment dated January 17, 2008 and recorded on January 28, 2008 as Clerk's document #D208028155; and

WHEREAS, Section 5.15 of the Declaration as amended provides that until the sale by Declarant of the total number of lots in the Addition to entities unrelated to Declarant, Declarant may amend the Declaration in whole or in part; and

WHEREAS, as of the date hereof, Declarant has not sold the total number of lots in the Addition to entities unrelated to Declarant; and

WHEREAS, Declarant desires to amend the Declaration;

NOW, THEREFORE, Declarant hereby amends Section G.3 of the First Amendment by deleting Section G.3 in its entirety and replacing it with the following:

3. Title to Common Areas. Declarant may retain legal title to the surface of the Common Areas or portions thereof until such time as Declarant, in its sole and exclusive determination, shall convey legal title to the surface of the Common Areas or portions thereof to the Association, which in no event shall occur later than Resignation.

Prior to and after conveyance of the surface of the Common Areas and until Resignation, Declarant may, if it so desires, maintain and make improvements to the Common Areas, but Declarant has no obligation to do so, and the cost incurred by Declarant in so doing shall be a loan to the Association to be repaid by the Association by means of assessments provided herein on such reasonable terms as the Board of Directors of the Association may determine.

4. Reservation of Mineral Rights. The Declarant shall retain the mineral estate and all rights relating thereto in the Common Areas including executive rights. The executive rights shall include, without limitation, the right to negotiate and execute leases and to receive bonus and royalty payments. However, Declarant will not retain any right to use the surface of the Common Areas for the production or extraction of minerals.

ADDITIONALLY, Declarant hereby amends the First Amendment by substituting on Page 1 of the First Amendment the rubric

ARTICLE VI

THE ASSOCIATION

for

ARTICLE V

THE ASSOCIATION

and by substituting on Page 3 of the First Amendment the rubric

ARTICLE VII

MAINTENANCE ASSESSMENTS

for

ARTICLE VI

MAINTENANCE ASSESSMENTS

Except as specifically set forth hereinabove, the Declaration is unchanged and shall remain in full force and effect and shall govern the Addition.

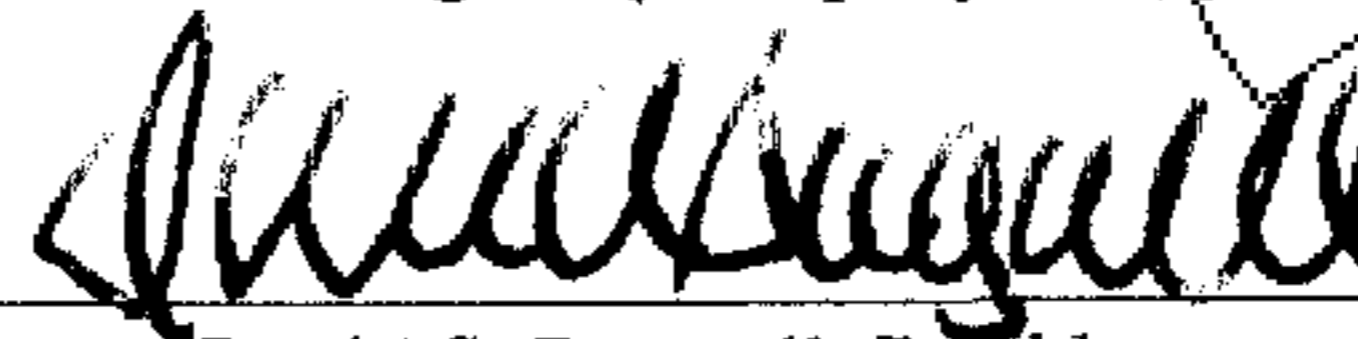
Executed this 16th day of October 2008.

DECLARANT:

KESWICK LIMITED PARTNERSHIP

By: The David Bagwell Company, its general partner

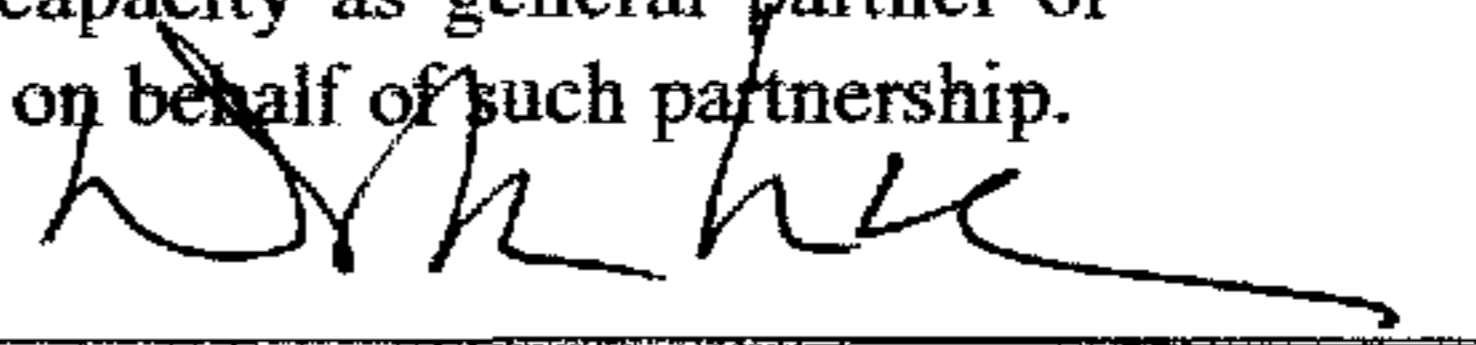
By:



David S. Bagwell, President

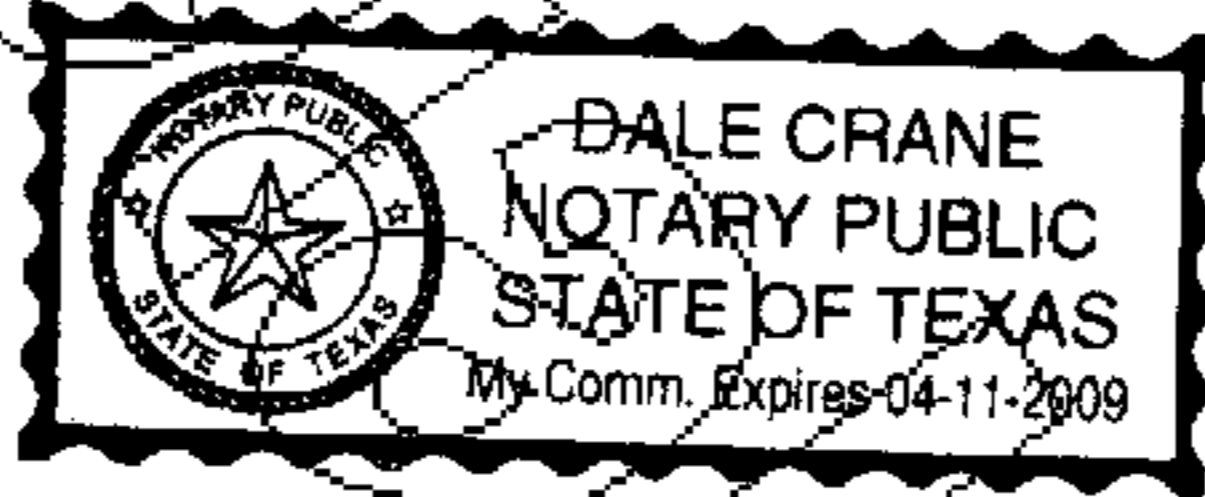
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of October, 2008, by David S. Bagwell, in his capacity as the President of The David Bagwell Company, a Texas corporation, on behalf of said corporation in its capacity as general partner of Keswick Limited Partnership, a Texas limited partnership, on behalf of such partnership.



Notary Public, State of Texas

(Notary Seal)



RETURN TO:

David Bagwell
P.O. Box 1672
Colleyville, TX 76034

DAVID BAGWELL
PO BOX 1672

COLLEYVILLE TX 76034

Submitter: DAVID BAGWELL



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: 10/10/2008 04:11 PM

Instrument #: D208390315

OPR 4 PGS

\$24.00

By: _____



D208390315

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.

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