

01553

AMENDMENT TO RESTRICTIVE COVENANTS, APPLICABLE TO THE BLUFFS ON LAKE GRANBURY AN ADDITION IN HOOD COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF HOOD §

Recitals

WHEREAS, on October 6, 1983, Foster-Vick Development Company, Inc. established the restrictive covenants applicable to The Bluffs on Lake Granbury an addition in Hood County, Texas according to the plat thereof recorded in Slide A-232-B of the Plat Records of Hood County, Texas, by recording of the restrictive documents at Volume 1030, Page 404, Real Records of Hood County, Texas; and,

WHEREAS, lots in The Bluffs on Lake Granbury have been conveyed to certain property owners as follows:

3210 Development Partners, Inc., 752 Bellechase, Pecan Plantation, Granbury, Hood County, Texas 76048 is the owner of: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 48, 49, 50, 51, 52, 55, 56, 57, in Block 1 of The Bluffs On Lake Granbury.

Ralph Nattrass and Suzanne Nattrass, 752 Bellechase P.P., Granbury, Texas 76048 is the owner of Lot 26 in Block 1 of The Bluffs On Lake Granbury.

Glenn F. Miller and Doris L. Miller, 128 Comanche Vista DCBE, Granbury, Texas 76048 are the owners of Lot 33 in Block 1 of The Bluffs On Lake Granbury.

Anna Lou Yelvington Norris, 200 Zanzibar, Granbury, Texas 76048 is the owner of Lot 46 in Block 1 of The Bluffs On Lake Granbury.

John O'Brien Culver, Jr., 3201 Woodfield Dr., Arlington, Texas 76013 is the owner of Lot 47 in Block 1 of The Bluffs On Lake Granbury.

Noble Allen and wife, Florene Allen, 1406 Lee Street, Brenham, Texas 77833 are the owners of Lot 53 in Block 1 of The Bluffs On Lake Granbury.

Elmer B. Thackerson and wife, Beverly J. Thackerson, 132 West Second St., Irving, Texas 75060 are the owners of Lot 54 in Block 1 of The Bluffs On Lake Granbury.

WHEREAS, 3210 Development Partners, Inc., by virtue of ownership of lots in excess of seventy five (75) percent of the platted lots in The Bluffs On Granbury Lake as required for amendment is hereby designated as the Declarant;

WHEREAS, the other consenting owners have evidenced their approval of this amendment by their signatures hereon or by separate ratification;

WHEREAS, the Declarant and other lot owners desire to amend the said restrictive covenants applicable to The Bluffs on Lake Granbury;

NOW THEREFORE, for and in consideration of the premises and benefits to be derived to 3210 Development Partners, Inc. and other lot owners, we do hereby agree to and do hereby amend the restrictive covenants applicable to The Bluffs on Lake Granbury in addition to Hood County, Texas by revoking and deleting in its entirety the restrictive covenants applicable to The Bluffs on Lake Granbury in addition to the Hood County, Texas dated October 6, 1983 recorded at Volume 1030, Page 404, Real Records, Hood County, Texas and in substitution and in lieu thereof the undersigned do hereby adopt the following covenants, conditions and restrictions, declaring that all the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner hereto.

ARTICLE I

DEFINITIONS

Owner

1.1 "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.2 "Properties" shall refer to that certain real property hereinbefore described.

Lot

1.3 "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Slide A-232-B Plat Records of Hood County, Texas, on which there is or will be built a single family dwelling.

Declarant

1.4 "Declarant" shall refer to 3210 Development Partners, Inc.

Association

1.5 The Bluffs Owners, Inc. an Association described herein.

Board

- 1.6 The Board of Directors of the Association.

Front Lot Line

1.7 That boundary line of a lot which is along the accessible cul de sac line except as otherwise designated by the Architectural Control Committee. On corner lots (i.e., lots bounded on two sides by streets) the front lot line shall be the line designated by the Architectural Control Committee.

Side Lot Line

- 1.8 Any boundary line of a lot which is not a front or rear lot line.

Maintenance Assessment

- 1.9 Any assessment levied as hereinafter provided.

Architectural Control Committee or Committee

- 1.10 The Committee provided for in Article II hereof.

Articles of Incorporation

1.11 The Articles of Incorporation of The Bluffs Owners Association, Inc. which are or shall be filed in the office of the Secretary of State of Texas, as the same may be amended from time to time.

The Bluffs

1.12 The Bluffs shall mean and refer to the Bluffs On Lake Granbury, a subdivision in Hood County, Texas according to the plat thereof recorded in Slide A-232-B of the Plat Records of Hood County, Texas.

ARTICLE II

ARCHITECTURAL CONTROL

Architectural Control Committee

Creation of Committee

2.1 There is hereby created an Architectural Control Committee which shall be composed of not less than one (1) but not more than three (3) members. The initial committee shall be composed of the Declarant. Each member shall serve until a successor is named by the Committee. No member of the Committee, or his designated representative, shall be entitled to any compensation for services performed. The Committee and its members shall be free from liability for actions within the scope of the Committee's

function, unless gross negligence is proven. All owners hereby expressly waive and relinquish any and all claims against the Committee or its members, except for claims of gross negligence.

Required Approval of Plans

2.2 No building or any other structure or improvement shall be erected, placed or altered on any lot until the plans and specifications showing all aspects of the structures and improvements have been approved by the Committee as to: (i) quality of workmanship and materials; (ii) harmony of external design with existing structures and improvements; (iii) location with respect to topography and finish grade elevation; and (iv) compliance with these Restrictive Covenants.

Procedure For Review

2.3 All final plans and specifications must be submitted in duplicate to the Committee for approval prior to start of any construction. Any structure or improvements affected by these Restrictive Covenants shall be the subject of such a plan. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications will be retained by the Committee and the other complete set will be marked "approved", and returned to the lot owner. Any modification or change to the approved set of plans and specifications which affects an aspect which is the subject of these Restrictive Covenants must be approved by the Committee. In the event such plans and specifications are not approved, or in the event construction is not in conformity with the approved plans and specifications, the owner and the contractor agree and covenant to conform such construction to the requirements of these Restrictive Covenants or the Committee.

Approval Process

2.4 The Committee's approval or disapproval as required in these Restrictive Covenants shall be in writing. In the event the plans and specifications are properly submitted to the Committee for its review, and the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after being submitted to the Committee, then approval is presumed.

Authority to Modify

2.5 The Committee shall have the right and authority to waive or modify any Restrictive Covenants where, in the opinion of the Committee, such action is necessary for the advantage and best appearance of the Subdivision, only in the following circumstances:

a. Where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a single family residence.

b. In the case of lots which are unusual in size, or which are of an unusual or irregular shape.

c. In the case of change circumstances arising from either advances in technology or other unforeseen developments resulting in the need for such action in order to accomplish the original purposes of these Restrictive Covenants.

ARTICLE III

The Association

Organization

3.1 The Association is a corporation charged with the duties and empowered with the rights set forth herein. It was created by the Articles and its affairs shall be governed by the Articles and By-Laws.

Membership

3.2 (a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall be a member of the Association.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of these Restrictive Covenants, the Articles and the By-Laws.

Voting Rights

3.3 Each Owner shall be entitled to one vote for each lot owned by such Owner on all matters properly submitted for vote to the membership of the Association. The right to vote may not be severed or separated from any lot, and any sale, transfer or conveyance of any lot to a new Owner shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

Duties and Obligations of the Association

3.4 (a) The Association shall have the obligations and duties, subject to the these Restrictive Covenants, to do and perform each and every of the following for the benefit of the Owners and for the maintenance and improvement of The Bluffs On Lake Granbury.

(b) The Association shall provide for the maintenance of the fences & gates located in the green belt easement (as described herein) and the cul de sacs; and for the maintenance of the road surface in the cul de sacs.

(c) The Association shall enter upon and maintain, or provide for the maintenance of, any lot which is not maintained by the Owners, thereof in accordance with the requirements of these Restrictive Covenants.

(d) The Association shall from time to time make, establish, promulgate, amend and repeal regulations.

(e) To the extent provided for herein, the Association shall exercise its rights to appoint and remove members of the Architectural Control Committee to insure that all reasonable times there is available a duly constituted and appointed Architectural Control Committee.

(f) The Association shall take such action, whether or not expressly authorized by these Restrictive Covenants, as may reasonably be necessary to enforce the restrictions, limitations, covenants and conditions of these Restrictive Covenants and the Architectural Control Committee regulations and decisions.

Power and Authority of the Association

3.5 (a) The Association shall have all of the powers set forth in the Articles, together with its general powers as a corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in these Restrictive Covenants, to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of these Restrictive Covenants, and to do and perform any and all acts which may be necessary or proper for, or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of Owners.

(b) The Association shall have the power and authority at any time, and from time to time, and without liability to any Owner, to enter upon any lot for the purpose of maintaining and repairing any such property if for any reason whatsoever the Owner thereof fails to maintain and repair such property as required herein. The Association may also have the power and authority from time to time in its own name on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of these restrictions.

Meeting and Control

3.6 The Declarant shall have the right to retain control of the Association for at least two years or until ninety-five percent (95%) of all lots in The Bluffs have been sold, whichever occurs later. Declarant may elect to relinquish control sooner at Declarant sole option. At such time as the Declarant relinquishes control of the Association, it shall call a first meeting of the membership of the Association for the purpose of electing directors in the manner provided in the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV

Assessments by Association

Power to Assess

4.1 Each Owner, except the Declarant, of any lot in The Bluffs On Lake Granbury, by acceptance of a deed therefor, or the acquisition of title thereto in any manner, whether or not it shall be so expressed in any such deed or other instruction, is

deemed to covenant and agree to pay to the Association such assessments as may be established by it to cover the expenses provided herein.

Commencement of Assessments

4.2 The assessments provided for herein shall commence with respect to each lot on the date when the Declarant shall convey such Lot to an Owner.

Amount of Assessments

4.3 The Owner of each lot shall be liable for: (1) an equal share of the expense of the construction of fences, gates, controlling devices and landscaping, regardless of the purchase price, size or location of the Lot associated with such lot. (2) Assessments against each lot for the maintenance of improvements including but not limited to roadways, landscaping, fences, walls, gates, and controlling devices. The initial assessment against each Lot shall be the sum of \$25.00 per month; and, during the period when the Declarant shall control the Association, the amount of the assessment shall not be increased in excess of an equal share of the association expenses. At such time as control of the Association shall be relinquished by the Declarant, the amount of assessments shall be established by the Board based upon such reasonable budgets and projections as it may establish. (3) Assessments made against individual lots under the authority granted to the Association in paragraph 3.5 herein. (4) Maintenance expenses by the Association in providing upkeep upon the lots and the greenbelt under 5.14 and/or 5.22 hereof when the Owner is not in compliance with the terms and provisions of 5.4 and/or 5.22.

Use of Assessment

4.4 Upon the establishment of the Association, there shall be an account maintained at a financial institution of the Association's choice for the accumulation of assessments. Without exception all assessment funds accumulated in such account shall be held in trust for the owners and Declarant to be used solely and exclusively for the control and enforcement of these Restrictive Covenants, the maintenance responsibilities herein stated.

Delinquent Assessments

4.5 Any assessment remaining unpaid more than ten (10) days after the due date thereof shall bear interest at the rate of eighteen (18%) per annum, until paid. The Association may bring an action at law against any Owner to recover the unpaid amount of any delinquent assessment owed by such Owner, together with interest thereon, and the Association shall be entitled to recover additionally all costs of suit and reasonable attorneys fees incurred with respect to the action.

Lien of Assessments

4.6 The Association shall have a lien on each lot for the amount of any delinquent assessment or lot maintenance charge owed by the Owner of such lot, together with interest thereon; and the Association shall also have a lien against all tangible personal property of the Owner located upon the Lot associated with such lot. In addition to the action at law

provided above, or as an alternative therein, the Association may file with the Clerk of Hood County, Texas, a statement of lien with respect to the delinquent assessment, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the amount of delinquent assessments then owing, which statement shall be signed and acknowledged by the president or vice president of the Association, and which shall be served upon the delinquent Owner by certified mail, return receipt requested, mailed to such address as the Association may have in its records for said Owner. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages on real property under the statutes of the State of Texas. In either a personal or foreclosure action, the Association shall be entitled to recover unpaid assessments becoming due subsequent to the commencement of the personal action or subsequent to the filing of the statement of lien and no supplemental complaint or statement of lien shall be required with respect to such subsequent installments. In either a personal or foreclosure action, the Association shall be entitled to recover the amount of delinquent assessments and interest thereon together with all sums advanced by the Association for taxes or payments on prior encumbrances (which sum shall bear interest from the date of advancement at the rate of eighteen percent (18%) per annum, costs of suit; and reasonable attorneys fees incurred with respect to the action. The Association may become the purchaser at any foreclosure sale. In lieu of personal action or foreclosure, or during the pendency thereof, the Association shall have the right to take possession of said lot and offer the same for rental. From the proceeds of such rental, if any, the Association shall first deduct its standard rental management fees and shall credit the remainder to the delinquent amounts owed by the Owner of such lot. In connection with such activities, the Association may remove from the Lot associated with such Lot any personal property or vehicle located thereon and place the same in storage without liability to the Owner, and each Owner hereby indemnifies and holds harmless the Association for any loss, claim, damage, or claims for damages arising therefrom. The lien of the Association against the personal property of any Owner may be foreclosed in the manner of personal property security interests under the Uniform Commercial Code of the State of Texas.

Non-Waiver of Liability

4.7 No Owner may waive or otherwise avoid liability for the assessments provided herein by abandonment of the Lot owned.

Subordination to Mortgages

4.8 The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage or first deed of trust against the Lot affected or the lien of any bona fide first security interest against any personal property affected. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot as a result of foreclosure of a first mortgage, deed of trust or security interest, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer but shall not relieve any former Owner of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

USE RESTRICTIONS

Type of Buildings Permitted

5.1 All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height and a side or rear entrance private garage for not less than two (2) automobiles, but not more than three (3) automobiles.

Minimum Floor Area and Exterior Walls

5.2 Any single story residence constructed on any Lot must have a ground floor area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than 1,200 square feet of ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than seventy five percent (75%) masonry construction.

Setbacks

5.3 No building shall be located on any Lot nearer to the front lot line than fifteen (15) feet or nearer to the side lot line than five (5) feet. The front building set back line as shown on the plat recorded at Slide A-232-B, Plat Records, Hood County, Texas indicates a twenty five (25) foot set back line, however, this has been modified by the Commissioner's Court of Hood County, Texas to a fifteen (15) foot building set back line pursuant to the authority granted to them in Chapter 233 "Authority of Counties to Establish Building and Set Back Lines" of the Local Government Code, Vernon's Annotated Texas Statutes. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 2.5 and 5.4, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

Resubdivision or Consolidation

5.4 (1) Except as reserved herein for the owners of Lots 1 through 8 and Lots 55, 56, and 57, no Lot shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into one building site, with the privilege of constructing improvements as permitted in Paragraphs 2.5 hereof on the resulting building site, provided that such subdivision or consolidation is approved by the Architectural Control Committee.

(2) Notwithstanding any covenants, conditions, or restrictions contained in this document, the owner of Lots 1 through 8 shall have the right and privilege to replat Lots 1 through 8 into a subdivision for multi-family usage restricted to zero lot lines, and/or condominium usage. The owner of Lots 1 through 8 shall evidence its withdrawal from the

restrictions set out herein by filing a written declaration in the county clerk's office of Hood County, Texas.

(3) Notwithstanding any covenants, conditions, or restrictions contained in this document, the owner of Lots 55, 56, and 57 may use such lots for commercial purposes and the owner of such lots shall evidence his withdrawal from the restrictions set out herein by filing a written declaration in the county clerk's office of Hood County, Texas.

Easements

5.5 (a) Easements for the installation and maintenance of utilities and drainage facilities are as follows: (1) There is established a Ten (10) feet utility easement along the common boundary line of all lots which lie along and abuts Farm To Market Road 3210. These lots are described as Lot 1, 8, 9, 15, 16, 22, 23, 29, 30, 36, 37, 43, 44, 50, 51, and 57. (2) There is established along the front line of each lot within the subdivision fronting on the cul de sacs a five (5) foot utility easement. The above easements are private and are established for the benefit of the subdivision and are hereby reserved unto the Declarant.

(b) There is hereby reserved a green belt easement twenty five (25) feet in width along and parallel to the common boundary line of Lots 1, 8, 9, 15, 16, 22, 23, 29, 30, 36, 37, 43, 44, 50, 51, and 57 with Farm To Market Road 3210. This easement is reserved for the purpose of providing a buffer area between the Farm To Market Road and the subdivision which shall contain landscaping, walls, fences, gates, and other improvements all as shall be approved by the Architectural Control Committee. The Declarant reserves the right to grant or deed any easement rights to any person or entity which may acquire such easement for the benefit of the subdivision over and across the said twenty five (25) feet green belt easement. No building or other structure except as may be approved by the Architectural Control Committee shall be placed or permitted to remain within the green belt area. No vehicular access over the green belt easement area shall be permitted except for the purpose of installation and maintenance of the utilities, landscaping, walls and fences.

(c) There is hereby created an easement for the right and privilege of ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to water, sewer, telephone, electricity, cable, intercom, and alarm system, and other appurtenances thereto. By virtue of said easements, it shall be expressly permissible for the Declarant, the utility company, and other entities supplying service to install and maintain, pipes, wires, conduits, service lines, or other utility facilities or pertinence thereto, on, above, across, and under the Lots.

Noxious or Offensive Activities Prohibited

5.6 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

5.7 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, other outbuilding or any moved in structure or dwelling shall be located on any Lot, or used on any Lot at any time as a residence, either temporarily or permanently.

Signs

5.8 No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Oil Development and Mining Prohibited

5.9 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

5.10 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Sewage Disposal

5.11 No individual sewage-disposal system shall be permitted on any lot so long as a municipal utility district supplies sewer disposal to any part of The Bluff Subdivision. All sewage-disposal shall be connected to and provided by the Acton Municipal Utility District system.

Water Supply

5.12 No individual water-supply system shall be permitted on any lot so long as a municipal utility district supplies water to any part of the Bluffs Subdivision. All water supply within the subdivision shall be connected to and provided by the Acton Municipal Utility District system.

Aerials

5.13 No radio, telephone, satellite dish, television or other aerial communication antennae or wires shall be maintained on any portion of any lot forward of the front wall

line or behind the back wall line of the main dwelling constructed on such lot. Prior to installment, the placement of all such improvements in this paragraph 5.13 shall be submitted to the Architectural Control Committee for approval under Article II hereof.

Landscaping

5.14 Prior to the occupancy of any dwelling, except as otherwise approved by the Architectural Control Committee, the Owner thereof will plant and maintain a minimum of four (4) three (3) inch diameter trees, six (6) shrubs and a complete grass covering in all areas of the lot between the street in front of such dwelling, and the location of the front edge of the foundation. Weather permitting, each lot shall be fully landscaped within ninety (90) days from the date the dwelling is occupied. In the event of noncompliance, the Association may provide and plant the required landscaping for the account of the owner of said lot, and the Association shall be entitled to reimbursement of the amount of any reasonable expenses so incurred (including a reasonable charge for labor) from the lot owner for whose account and benefit such work was performed. The digging of dirt or removal of any dirt from any lot or from any portion of the Subdivision is prohibited, except in conjunction with landscaping or construction of improvements thereon.

Materials

5.15 All materials must be new materials or substantially the same or better than that which can be produced on the date construction of the improvements commences and no second-hand or used materials shall be utilized in the construction of improvements on any lot.

New Construction

5.16 All improvements of any nature placed on any lot shall be newly erected on said lot and no second-hand or used buildings, or other improvements, shall be moved onto any of said lots.

Waterfront

5.17 No wharf, pier, dock, bulkhead, piling, float or other structure shall be built or maintained upon or attached to a lot or portion of the lot except with the consent of the Architectural Control Committee and licensing of the Brazos River Authority.

Animals

5.18 No horses, cattle, cows, swine, sheep, goats, poultry or livestock of any kind, other than pets of reasonable kind and number ordinarily kept in residential subdivisions, may be kept on any part of the Subdivision. No pets may be kept or bred for commercial purposes nor shall they be allowed to run at large within the Subdivision. Should ordinary household pets become a nuisance, in the opinion of the Architectural Control Committee, they must be removed from the Subdivision.

Fences, Walls, Hedges and Utility Meters

5.19 No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except as may be approved by the Architectural Control Committee. No chainlink fences will be allowed to be used within the subdivision.

Trucks, Buses and Trailers

5.20 No car, truck, boat, recreational vehicle, bus, or trailer shall be left parked in the cul de sac in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck in excess of 3/4 ton, boat, recreational vehicle, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

5.21 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Upkeep

5.22 The owner of each lot shall be responsible for the proper maintenance and upkeep of the lot and improvements at all times. The owner of each lot shall keep all vegetation neatly mowed at a height not to exceed two (2) inches and shall not permit the accumulation of trash, rubbish, deteriorating improvements, or other unsightly articles on said lots or on the abutting easements or cul de sacs. The Association may in the event of a breach of the requirements of this 5.22 enter upon the premises of any lot and maintain such lot(s) in conformity with the such requirements and assess the costs thereof to the Owner of the lot(s). The area contained within the green belt shall be kept and maintained by the Association which shall keep any vegetation neatly mowed to a height not to exceed two (2) inches, plant seasonal flowers at least two (2) times a year and trim grass from the edges of all fences, improvements, and bushes.

ARTICLE VI

GENERAL PROVISIONS

Duration

6.1 The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Enforcement

6.2 (a) In addition to other rights of enforcement granted herein the Declarant, or Association or any Owner at his own expense, shall have the right to enforce, by

proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Declarant or Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

(b) At the present, the improvements on Lots 53 and 54 of The Bluffs Subdivision are not in compliance with the square footage requirement and the requirement with percentage of masonry construction. Since these improvements were constructed prior to the amendments in these restrictions the restrictions contained herein as they pertain to square footage requirements and the requirement of percentage of masonry shall not apply to these Lots at this time. If however in the future the improvements are more than 70% destroyed, any new improvements constructed on the said Lots 53 and 54 shall be in compliance with the terms and provisions of these restrictions. All other restrictions herein shall apply to the said Lots 53 and 54.

Amendments by Declarant

6.3 The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to waive, vary or amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or to relieve hardship or permit good architectural planning.

Non Liability of The Declarant, The Association, The Committee

6.4 Neither the Declarant, the Association, nor the Committee shall be liable for any failure of any water supply, electricity, other utilities or services of any nature which has been obtained, maintained, paid for, or constructed by the Declarant, the Association, or the Committee. Neither shall the Declarant, the Association, or the Committee be liable for any injury or damage to any person or property caused by natural elements, or by any other owner or other person, or consequences resulting from any lack of water supply, electricity, sewage disposal, or the consequences of ingress or egress to and from the lots as it is controlled by any gates or controlling devices.

Interpretation

6.5 If this Declaration or any word clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Omissions

6.6 If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Notices

6.7 Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Declarant at the time of such mailing.

Gender and Grammar

6.8 The singular wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals males or females, shall in all cases be assumed as though in each case fully expressed.

Severability

6.9 Invalidation of any one or more of the covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the Lienholders, have executed this Declaration to be effective, this 19th day of FEBRUARY, 1993.

Executed by the said Declarant, this 19th day of FEBRUARY, 1993.

3210 Development Partners, Inc., Declarant

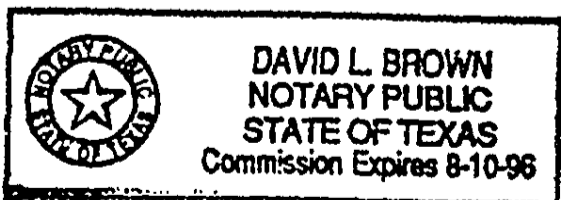
By: [Signature]
Richard Hand, President

[Signature]
Richard Hand, Attorney in Fact for John O'Brien Culver, Jr.

STATE OF TEXAS §

COUNTY OF HOOD §

This instrument was acknowledged before me the 19th day of February, 1993, by Richard Hand, President of 3210 Development Partners, Inc., a Texas corporation on behalf of said corporation.

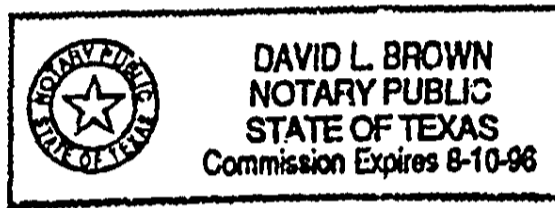


[Signature]
Notary Public State of Texas

STATE OF TEXAS §

COUNTY OF HOOD §

This instrument was acknowledged before me this the 14th day of February, 1993, by Richard Hand, Attorney in Fact for John O'Brien Culver, Jr.



David L. Brown
Notary Public, State of Texas

FILED FOR RECORD
AT 11:55 A M.

FEB 22 1993

Anjanette Ables
County Clerk, Hood County, TX

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
STATE OF TEXAS COUNTY OF HOOD
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY, TEXAS, in the Volume and Page as shown hereon.



Anjanette Ables
ANJANETTE ABLES, County Cler.
Hood County, Texas

Ret: WBWSR