

BOOK 338 PAGE 113

RESTRICTIVE COVENANTS

BOOK 341 PAGE 577

THE STATE OF TEXAS X 48.18
 X
 COUNTY OF HOOD X KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J. HAROLD HUGHES, as Trustee, and JACK M. LANGDON, individually and as Trustee (hereinafter referred to jointly as the "Declarant"), are the owners of that certain 6.61 acre tract of land situated in Hood County, Texas and described as follows:

All that certain lot, tract or parcel of land out of the James Kilgore Survey, Abst. 311, and the John Chenowith Survey, Abst. 84, Hood County, Texas, being a portion of that certain tract of land as conveyed to J. Harold Hughes and Jack M. Langdon by deed as recorded in Volume 131, Page 638, and Volume 132, Page 325, Deed Records of Hood County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod that bears North 28 degrees 49 minutes 06 seconds West, 1842.01 feet; North 24 degrees 04 minutes 09 seconds West, 940.47 feet; North 27 degrees 25 minutes 35 seconds West, 361.07 feet; North 26 degrees 52 minutes 54 seconds West, 38.02 feet; North 61 degrees 49 minutes 29 seconds East, 776.5 feet; and North 62 degrees 19 minutes 49 seconds East, 509.45 feet from the southwest corner of aforementioned J. Harold Hughes and Jack M. Langdon tract;
 THENCE--North 29 degrees 25 minutes 25 seconds West, a distance of 1638.12 feet partially along a fence line to an iron rod for a corner;
 THENCE--North 61 degrees 29 minutes 53 seconds East, a distance of 560.0 feet partially along a fence line to an iron rod for a corner;
 THENCE--South 29 degrees 25 minutes 25 seconds East, a distance of 420.0 feet to an iron rod for a corner;
 THENCE--South 60 degrees 34 minutes 35 seconds West, a distance of 325.0 feet to an iron rod for a corner;
 THENCE--South 11 degrees 57 minutes 08 seconds West, a distance of 325.16 feet to an iron rod for a corner;
 THENCE--South 29 degrees 25 minutes 25 seconds East, a distance of 965.0 feet partially along a fence line to an iron rod for a corner lying on the centerline of a County Road;
 THENCE--South 62 degrees 19 minutes 49 seconds West, a distance of 20.0 feet to the point of beginning and containing 6.61 acres of land more or less.

Hereinafter referred to as "the Property"; and

WHEREAS, Declarant has this date sold and conveyed to CANYON CREEK PROPERTIES, INC., a Texas corporation maintaining its principal place of business in Dallas, Dallas County, Texas (hereinafter referred to as the "Developer"), a certain 212.36 acre tract of land in Hood County, Texas which adjoins and substantially surrounds the Property and, in accordance with agreements between Declarant and Developer, Declarant desires to impose the following restrictive covenants on the Property for the benefit of the Developer and the respective heirs, successors and assigns of each party hereto:

however, sale or resale of lots in the Subdivision shall not be considered to be commercial activity.

(2) All lots in the Subdivision shall be designated as "Combination Lots." Each dwelling constructed on any lot in the Subdivision shall contain a minimum of four hundred fifty (450) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. Mobile homes (excluding, however, wrecked mobile homes or mobile homes in a dilapidated condition), prefabricated dwellings and modular homes may be brought upon or placed on any lot in the Subdivision, provided that prior to occupancy, any mobile home or dwelling shall be properly skirted, pinned and connected to the central sewer system. Factory made recreational vehicles may be used on a temporary basis to camp on the lots in the Subdivision subject, however, to the prior approval of the Property Owners Association as well as the rules and regulations of the Property Owners Association. No camping supplies or equipment (other than approved recreational vehicles), shall be left on any lot when camping is not taking place unless stored within a storage building which has been theretofore approved by the Property Owners Association. No camping by tent or similar form of shelter or by homemade or converted vehicles or buses shall be permitted on any lot in the Subdivision.

(3) No building or structure on any lot shall exceed two (2) stories in height. All dwellings must be properly connected to all necessary utilities prior to occupancy. No building, dwelling or permanent structures of any type shall be erected on any lot within ten feet (10') of the front property line, within five feet (5') of the side property lines, or within ten feet (10') of the rear property line. All construction must be of new materials, except stone, brick, inside structural material or other materials used for antique decorative effect, if such use is approved in writing by the Property Owners Association. No dwellings, garages, storage buildings or other improvements containing asbestos exterior siding, tarpaper exterior siding, tarpaper exterior roofing, corrugated metal siding or corrugated metal roofing shall be permitted on any lot within the Subdivision. No bus or mobile home shall be used for storage purposes on any lot within the Subdivision.

(4) No building, structure, fence(s) or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location thereof, have been submitted to and approved by the Property Owners Association. No sign or signs shall be displayed to the public view on any lot except those signs approved by the Property Owners Association. Any building, structure or improvement commenced upon any lot shall be completed, as to exterior finish and appearance, within six (6) months from the commencement date.

(5) No outside toilet, septic tank, cesspool or privy shall be erected or maintained on any lot in the Subdivision. The dumping of

holding tanks on any development property is expressly prohibited except where provided by the Property Owners Association. Metal barrels and trash are prohibited. If clotheslines are used, they must be confined to the rear of the lot and an attempt must be made, by the property owner, to obscure its view from the streets within the Subdivision.

(6) The drilling of any water well within the Subdivision is prohibited, save and except those drilled by the developer or the Property Owners Association for the Subdivision's central water supply and distribution system.

(7) Culverts for driveways on lots shall be mandatory and shall be a minimum of twelve (12') feet in length. Each culvert will be a minimum of twelve (12") inches in diameter, galvanized, corrugated steel with an eighteen (18) gauge minimum. If smaller (in diameter) culverts are more appropriate and adequate, they will be permitted subject, however, to the prior written approval of the Property Owners Association. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways. Each culvert shall have a minimum cover of dirt or rock of eight (8") inches. Neither the streets nor the lots, within the subdivision, shall be used to park or store (temporarily or permanently) trucks in excess of one ton, damaged, wrecked or inoperable cars, buses, equipment or semi-trailers in excess of eighteen (18') feet, airplanes, nor to store lumber or other materials. This covenant does not preclude a lot owner from performing repairs upon such vehicles owned by him and located in his driveway.

(8) The perimeter fence of the Development shall remain the property of the Property Owners Association. The removal of any portion of this fence (for driveways or any reason) is prohibited.

(9) There is reserved for Developer and its assigns, a ten foot (10') wide utility and drainage easement along the front and rear lot lines, and a five foot (5') wide utility and drainage easement along the side lot lines of each and every lot within the subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. The easement area of each lot shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

(10) No ground fires shall be built or maintained on any lot. Discharging of firearms or fireworks within the Subdivision is prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept (provided the same are not raised, bred

or kept for any commercial purpose and are kept under control at all times). No pet shall be kept within the Subdivision which creates a public nuisance and any such pet determined by the Property Owners Association to be such a nuisance shall be removed therefrom within five (5) days of the date owner thereof is notified in writing of that decision. No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the Subdivision.

(11) Each lot shall be kept and maintained in a neat and orderly condition. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision. In the event any lot is not properly maintained, the Property Owners Association may clean such lot at the rate of \$35.00 per lot, plus additional costs, as needed. Unpaid fees shall become a charge and lien upon such lot. Cutting of trees shall be limited to the extent necessary for clearing a foundation site for construction, unless otherwise permitted in writing by the Property Owners Association. No soil shall be removed from any lot for any commercial use.

(12) Each and every owner of any and all lots within the Subdivision shall become a member of the Subdivision Property Owners Association, which Association shall manage, maintain and care for the common facilities of the Subdivision. Each and every owner covenants and promises to pay, to the Property Owners Association when due, any and all dues and maintenance fees. Use of the common facilities within the Subdivision shall be limited to the lot owners (and their families and guests) and the Developer (and its guests or invitees). Property owners must, at all times, use caution to not damage the facilities of the Development. Property owners and guests will be held responsible for any Development property destroyed or defaced. Each and every owner of any and all lots within the Subdivision, covenant and agree that the Property Owners Association and its successors and assigns shall have a lien upon the lot(s), in the Subdivision inferior only to the lien for taxes and any duly recorded mortgage, to secure the payment of such dues and maintenance fees, late charges, interest (at the highest permitted lawful rate) and any reasonable court costs and attorneys' fees incurred in connection with the collection of same.

(13) No sale, transfer, lease or disposition of any lot in the Subdivision shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Property Owners Association.

(14) The Architectural Control Committee (hereinafter called "the Committee") shall be composed of one or more individuals selected and appointed by the Board of Directors of the Property Owners Association. The Committee shall function as the representative of the Property Owners Association with respect to certain matters as set forth in these covenants. A majority of the Committee may designate a representative to act for it. In the

event of the death or resignation of any member of the committee, the Board of Directors shall have full authority to designate and appoint a successor. Final construction or building plans and specifications shall be submitted to the Committee for approval or disapproval of such plans and specifications. If the Committee should fail to either approve or disapprove plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then Committee approval shall be presumed provided it does not violate the recorded covenants and restrictions.

(15) The Board of Directors of the Property Owners Association shall have the power and authority to: (i) amend these restrictive covenants; (ii) issue rules and regulations applicable to the common facilities and areas within the Subdivision; (iii) permit the usage of lots for streets, parking areas, uses normally associated with the customary development of a Subdivision and uses thereon mandated, directed or encouraged by government authorities having jurisdiction over the Subdivision; and (iv) exercise such other rights granted it under the Articles of Incorporation and Bylaws of the Association.

(16) The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the Subdivision, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the Subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any lot in the Subdivision or by the Property Owners Association, or by the Developer against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

(17) Violation of or failure to comply with the covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any lot in the Subdivision. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the Brazos River Authority or other similar governmental agency then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust,

mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the Subdivision shall contain conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

IN WITNESS WHEREOF, the Property Owners Association has caused this instrument to be executed on this 16th day of November, 1987.

CANYON CREEK PROPERTY OWNERS
ASSOCIATION, INC.

By: 
R. Mike Ward, President

0158

STATE OF TEXAS)
COUNTY OF DALLAS)

Acknowledged before me, a Notary Public in and for said county and state, this 16th day of November, 1987, by R. MIKE WARD as President of Canyon Creek Property Owners Association, Inc.

Beverly Selman
Notary Public in and for the State of Texas

My Commission Expires:
10/30/87

Beverly Selman

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.

FILED FOR RECORD
AT 11:00 A.M.

NOV 23 1987

Anjanette Ables
Clerk County Court, Hood County, TX

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 Clerk
Hood County, Texas

erection and placement must be approved by the Architectural Control Committee. Clotheslines, outside privies, metal barrels, or trash are prohibited. No ground fires shall be built or maintained on any lot. Discharging of firearms or fireworks within the subdivision is prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept (provided the same are not raised, bred or kept for any commercial purpose). No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners in the subdivision. No sign or signs shall be displayed to the public view on any lot except those signs approved by the property owners association. Neither the streets within the subdivision, driveways, nor front or back yards of residential lots within the subdivision shall be used to park or store (temporarily or permanently) trucks in excess of one (1) ton, damaged, wrecked or inoperable cars, buses, equipment or semi-trailers in excess of eighteen (18') feet, airplanes, nor to store lumber or other materials. This covenants does not preclude a lot owner from performing minor repairs upon such vehicles owned by him or her and located in his or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles at or on any such lots by invited guests and visitors of such lot owner for periods not exceeding two (2) consecutive weeks. Property owners must, at all times, use caution to not damage the facilities of the Development. Property owners and guests will be held responsible for any Development property destroyed or defaced.

(2) No building or structure on any residential lot shall exceed two (2) stories in height. No building, dwelling or permanent structures of any type shall be erected on any residential lot within ten (10') feet of the front property line, within four (4') feet of the side property lines, or within ten (10') feet of the rear property line. No fence(s) shall be erected or maintained within ten (10') feet of the rear property line. Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled.

(3) Each residential dwelling constructed on any lot within the subdivision shall contain a minimum of four hundred fifty (450) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. Mobile homes (excluding, however, wrecked mobile homes or mobile homes in a dilapidated condition) and modular homes may be brought upon or maintained on any lot within the subdivision. Prior to occupancy, each respective mobile home shall be properly skirted, pinned and connected to utilities. All construction must be of new materials, except stone, brick, inside structural material or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee. No building, structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location thereof, have been submitted to and approved by the Architectural Control Committee. Any building, structure or improvement commenced upon any lot shall be completed, as to exterior finish and appearance, within six (6) months from the commencement date.

(4) The Architectural Control Committee, hereinafter called "the Committee", shall be composed of one or more individuals selected and appointed by the property owners association. The Committee shall function as the representative of the owners of the subdivision lots. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Final

construction or building plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. If the Committee or its designated representatives, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then Committee approval shall be presumed.

(5) No sale, transfer, lease or disposition of any lot in the subdivision shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Developer or, if then in existence, the subdivision property owners association. The drilling of any water well within the subdivision is prohibited, save and except those drilled for the central water supply and distribution system.

(6) Each and every owner of any and all lots within the subdivision shall become a member of the subdivision property owners association at the time such subdivision property owners association is formed. Each and every owner covenants and promises to pay, to the property owners association when due, any and all dues and maintenance fees. Use of the common facilities within the subdivision shall be limited to the lot owners (and their families and guests) and the Developer (and its guests or invitees). Each and every owner of any and all lots within the subdivision covenant and agree that the Developer and/or the property owners association, as the case may be, and their successors and assigns shall have a lien upon the subject lot(s), inferior only to the lien for taxes and any duly recorded mortgage, to secure the payment of such dues and maintenance fees and any reasonable court costs and attorneys' fees incurred in connection with the collection of same.

(7) The property owners association shall have the power and authority to amend these restrictive covenants.

(8) The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the subdivision, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision, or by any member of the Architectural Control Committee, or by the Developer, against any person or persons violating or attempting to violate any covenants or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

(9) Violation of or failure to comply with the covenants and restriction shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any residential lot in the subdivision. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the Brazos River Authority or other similar governmental agency which may have jurisdiction over the subdivision, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar

security agreements) purporting to convey, transfer or assign any interest in any lot within the subdivision shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

(10) Culverts for driveways on lots shall be mandatory and shall be a minimum of twelve (12') feet in length. Each culvert will be twelve (12") inches in diameter, galvanized, corrugated steel with an eighteen (18) gage minimum. Each culvert shall have a minimum cover of dirt or rock of eight (8") inches.

(11) There is a ten (10') foot wide utility and drainage easement along the front and rear lot lines, and a four (4') foot utility and drainage easement along the side lot lines of each and every lot within the subdivision.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 1st day of December, 1986.

DEVELOPER:

THE R. MICHAEL WARD
IRREVOCABLE CHILDREN'S TRUST

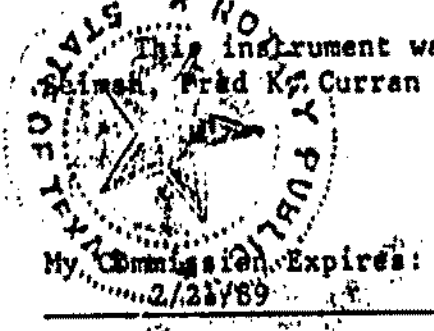
RA
12655 of Court
Spring Ste 910
Dallas, TX 75243

By: *Beverly Selman*
Beverly Selman, Trustee

By: *Fred K. Curran*
Fred K. Curran, Trustee

By: *William Palmer*
William Palmer, Trustee

STATE OF TEXAS §
COUNTY OF DALLAS §



This instrument was acknowledged before me on December 1, 1986 by Beverly Selman, Fred K. Curran and William Palmer.

Joyce B. Roll
Notary Public in and for the
State of Texas
Joyce B. Roll

FILED FOR RECORD
AT 3:10 P. M.

DEC 22 1986

Anjanette Ables
Clerk County Court, Hood County, TX.

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 Clerk
Hood County, Texas

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.

NOW, THEREFORE, in consideration of the premises and the receipt of valuable consideration from the Developer, the sufficiency of which is hereby acknowledged, the Declarant does hereby adopt and establish the following covenants, conditions and restrictions which shall be applicable to the Property and run with the land:

1. The Property shall be used only for single-family residential purposes. The Property may not be subdivided. No duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted on the Property. No commercial activity or use shall be permitted on the Property. No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to the owners of the adjoining land purchased and developed by Developer and Developer shall include the covenants contained in this Paragraph 1 in all sales contracts and conveyances of land adjacent to the Property.

2. No building, dwelling or permanent structure of any type shall be erected on the Property within twenty feet (20') of any property line. The Property shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth property controlled and Developer shall include the covenants contained in this Paragraph 2 in all sales contracts and conveyances of land adjacent to the Property.

3. Landholder, upon yearly approval by Canyon Creek Properties, Inc., will have the option on a year to year basis to become a member of the Developer's Canyon Creek subdivision Property Owners Association. Landholder will pay, after Canyon Creek Properties, Inc. approval, and the Landholder's decision to join the Property Owners Association, fees as agreed from year to year.

4. The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon Declarant, and their respective heirs, successors and assigns, and each person or entity, by the acceptance of title to the Property shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions and set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any lot in the Developer's subdivision which touches or adjoins the Property or by any member of the Architectural Control Committee, or by the Developer, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

5. Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on the Property. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgement or court order, shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the Brazos River Authority or other similar governmental agency which may have jurisdiction over the Property, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in the Property shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants, conditions and restrictions set forth herein.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on this 15th day of April, 1981.

SO AGREED AND APPROVED this 15th day of April, 1981:

CANYON CREEK PROPERTIES, INC., a Texas corporation

By: [Signature]
R. MIKE WARD, President

DECLARANT:

[Signature]
J. HAROLD HUGHES, Trustee and Individually

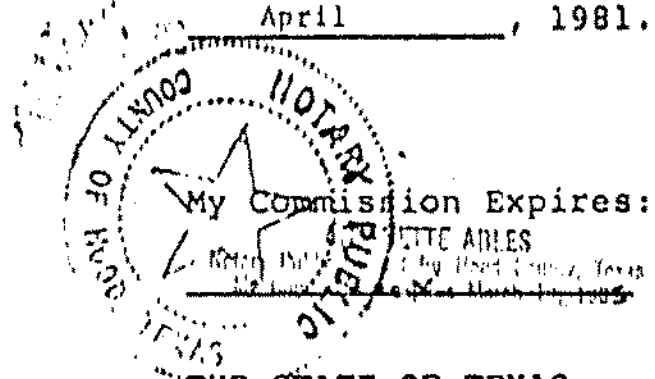
[Signature]
JACK M. LANGDON, Individually and as Trustee

[Signature]
JACQUELINE LANGDON

THE STATE OF TEXAS X
COUNTY OF HOOD X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. HAROLD HUGHES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of April, 1981.

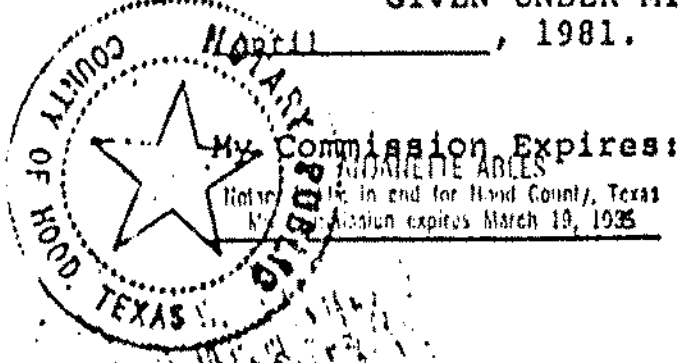


[Signature]
NOTARY PUBLIC IN AND FOR HOOD COUNTY, TEXAS

THE STATE OF TEXAS X
COUNTY OF HOOD X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JACK M. LANGDON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of April, 1981.



[Signature]
NOTARY PUBLIC IN AND FOR HOOD COUNTY, TEXAS

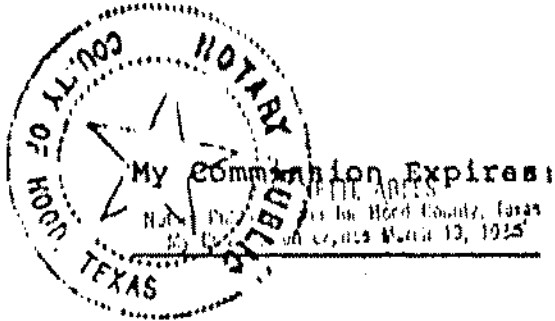
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BOOK 338 PAGE 116

THE STATE OF TEXAS X
COUNTY OF HOOD X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. MIKE WARD, President of CANYON CREEK PROPERTIES, INC., a Texas corporation, known to me to be the person and officer of said corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of April, 1981.



Barbara A. White
NOTARY PUBLIC IN AND FOR
HOOD COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF *Hood*

BEFORE ME, the undersigned authority on this day personally appeared Jacqueline Langdon, known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 15th day of April, 1981.



Barbara A. White
Notary Public in and for *Hood* County,
State of Texas

FILED FOR RECORD
AT 4 P.M.

RESTRICTIVE COVENANTS
Page 4 of 4 Pages

APR 16 1981

FILED FOR RECORD
AT 4:30 P.M. *Doris Dyer*
Clerk County Court, Hood County, Texas

JUN 23 1981

Doris Dyer
FILED FOR RECORD THE 16 DAY OF JUNE, 1981 AT 4:30 P.M.
RECORDED THE 29th DAY OF JUNE, 1981 AT 9:00 A.M.
Patty Hudson
DEPUTY
DORIS DYER, CLERK
HOOD COUNTY, TEXAS