

THE STATE OF TEXAS
COUNTY OF HOOD

KNOW ALL MEN BY THESE PRESENTS:

AMENDMENT TO DEDICATION OF LAGUNA TRES ESTATES, INC.

Laguna Tres Estates, Inc., hereby amends its original Dedication as originally filed July 10, 1970, and of record in Volume 159, Page 426, Deed Records, Hood County, Texas.

LAGUNA TRES ESTATES, INC., a Texas corporation, ("Dedicator") is the owner of real property in Hood County, Texas, including the lands specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, a map and plat of which is also attached hereto, as Exhibit "B" and incorporated herein for all purposes.

WHEREAS, Dedicator desires to subdivide and plat said real property and other lands, in installments, from time to time, as an orderly development with areas in these or other lands hereafter platted by Dedicator for single family residences, areas for condominiums, areas for apartments, areas for commercial development, areas for marinas, and areas for recreational and other uses, with their allied facilities.

NOW, THEREFORE, Dedicator does hereby adopt the attached map and plat, Exhibit "B", as its plan for subdividing said land, to be hereafter known as Lots 1 to 181 inclusive, Block 1, Lots 1 to 15 inclusive, Block 2, and Lots 1 to 16 inclusive, Block 3 in LAGUNA TRES ESTATES, an Addition to HOOD COUNTY, TEXAS.

Streets designated on said plat are to provide Dedicator, its successors and assigns, and the owners of the various lots of LAGUNA TRES ESTATES with ingress and egress to the area and are reserved as private ways, and no right of the public generally shall accrue in and to any of such streets. Dedicator reserves to itself, its successors and assigns, the right to convey said easements or rights therein to LAGUNA TRES OWNERS ASSOCIATION, INC. (hereinafter called "The Association") to be retained by said Association for the benefit of said properties, and other properties hereafter platted by Dedicator, or

06969

AMENDMENT TO RESTRICTIONS AND CONVENANTS

Ret

FOR LAGUNA TRES ESTATES, INC.
 103 Granada Calle
 Granbury Tx 76049

STATE OF TEXAS)
)
) KNOW ALL MEN BY THESE PRESENTS
)
 COUNTY OF HOOD)

The undersigned property owners in the Laguna Tres Subdivision of Hood County, Texas, being more than fifty percent (50%) of the titleowners of lots in such subdivision, hereby amends its original Dedication as originally filed July 10, 1970, and of record in Volume 159, Page 426, Deed Records, Hood County, Texas, and the Amended Declaration of Restrictions and Covenants recorded in Volume 170, Page 142, Deed Records, Hood County, Texas, filed by the developer, Laguna Tres Estates, Inc., pursuant to the provision contained in such restrictions and covenants for modification after January 1, 1990, as follows:

All of the restrictions and covenants set forth in the document recorded in Volume 170, Page 142, Deed Records, Hood County, Texas, are hereby declared ratified and continued in full force and effect, except paragraphs 2 and 12 thereof which are deleted and replaced with the following restrictions and covenants which shall from the date of filing with the Real Property Records of Hood County be binding on all platted lots in the Laguna Tres Subdivision of Hood County, Texas:

2. USE OF LAND

a. Residential Lots: No lot and no residence thereon shall be used for other than a single family residence or purposes incidental thereto, except that the Dedicator may use any residence as a temporary office for such time as is necessary in connection with the development of this and other additions heretofore or hereafter dedicated by the corporation. Approval of plans for all residences and outbuildings must be obtained from the Board of Directors prior to construction. Outbuildings will not be used as family quarters, except by servants engaged on the premises and following approval of the Board of Directors.

b. Prohibited Structures: No structure or item of a temporary character, house trailer, mobile home or movable home, tent, shack or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

c. Storage: No lot shall be used for temporary or permanent storage of equipment or material, except during construction or when completely shielded from public view. The outdoor storage of motor vehicles, which because of their lack of current registration or license cannot be legally operated upon the street and highways of the State of Texas, is prohibited.

d. Parking of Vehicles: Passenger cars, pickups, station wagons and vans are the only vehicles authorized to be parked in driveways and exposed to public view. Motor homes, travel trailers, utility trailers, boats, boat trailers and motorcycles must be screened from view from the street (a six foot high shielding fence is considered sufficient in protecting motor homes and travel trailers from public view). Owners may park these unauthorized vehicles in their driveways a maximum of forty-eight (48) hours prior to and after returning from a trip for loading and unloading purposes.

e. Animals: No animals, swine or poultry of any kind shall be raised, bred, boarded or kept on any lot, except dogs or cats or household pets not kept for commercial purposes. Permissible pets shall comply with all local and state licensing requirements.

f. Firearms: Other than for the protection of life or property, the use of firearms is prohibited.

g. Nuisances: No noxious, offensive, dangerous or exceedingly noisy activity shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. This provision shall include, but not be limited to fireworks, Roman Candles, bottle rockets and any other fireworks that proceed on or over the property of others is specifically prohibited.

h. Property Maintenance: Lots shall be kept clean and free of trash, garbage and debris. Grass shall be mowed at regular intervals in order to control the growth of weeds and other unsightly grasses. Shall it be necessary for the Association to mow the grass or clean up the trash, debris, etc., the lot owner will be billed for any and all costs, including any attorney fees, and should the owner fail to pay such costs, a lien will be filed against said owners property.

i. Burning of Trash: All fires shall be contained in a safe enclosure.

j. Towers and Wires: No radio or television towers or aerial wires over thirty feet (30') shall be maintained over any part of any lots not occupied by a structure.

k. Drilling and Excavation: No oil drilling, development, refining pouring or mining operations shall be permitted by the surface owner upon or in any lot. (The mineral estate in and to portions of the property herein covered by these restrictions is owned by various parties as reflected in the Real Records of Hood County, Texas, and nothing in these Deed Restrictions is meant to impair or restrict the rights of the mineral estate owners). No sand, soil, gravel or shell materials shall at any time be excavated or dug out of any lot by the surface owner except for the purpose of laying a foundation of a residence or improving the gardens or grounds thereof.

l. Storage Tanks: No tank for the storage of oil, liquid petroleum or other fluid may be constructed or maintained on any lot above the surface thereof, unless screened from view.

m. Improvements: No improvements shall be constructed on any lot so as to interfere with the easement of record of the Brazos River Authority to flood, overflow or inundate portions of said lots to 704 feet above mean sea level, and no improvements shall be constructed at or below 693 feet above mean sea level without prior approval of the Brazos River Authority.

n. Applicable Rules: All applicable rules and regulations of the Brazos River Authority, their successors and agents shall be strictly complied with. No structure except boathouses, docks or piers shall be constructed nor any fill be used to extend the property beyond the lot and bulkhead line on any waterfront property, nor shall any construction or fill in channels impede boat traffic. All construction of docks, boathouses and piers shall be subject to licensing by Brazos River Authority and approval of the Association, and none shall extend more than 10 feet in channels less than 66 feet in width nor more than 15% of the width of the wider channels.

o. Draining: No use shall be made of the premises so as to result in the draining or dumping into Granbury Lake or its watershed of any refuse, sewage, or other material which might tend to pollute its waters. All lavatories, toilets, and bath facilities shall be installed indoors and be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of the Brazos River Authority, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets and bath facilities shall be completely installed and functional before a building is occupied. When and if a sewage treatment plant and collection system for the service of the premises is provided it shall be used as sole means of sewage disposal for such premises.

EXECUTED this the 14 day of SEPT., 1991.

Legal signatures of owner(s):

1. Claude T. Hasley Virginia T. Hasley 103-102
2. Ray Turner Betty Jo Turner 71
3. J. Carl Brown Wanda Jean Brown 23
4. Walter M. Hensell Gladys E. Hensell 116
5. W. C. Lansford Jean M. Lansford 25
6. Sam L. Palmer Nancy Palmer 97A-97B.
7. Evelyn Edwards X 99A
8. T. J. Stewart Jr Dorothy Stewart 28
9. E. M. Cox Alva Lois Cox 37
10. Patricia L. Wills X 98A
11. Hazel Frazier X 68
12. X X X

STATE OF TEXAS)

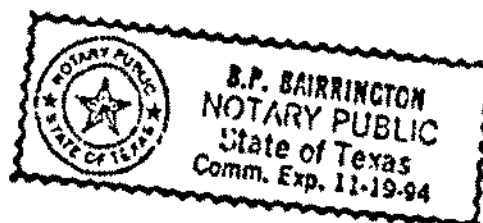
COUNTY OF HOOD)

This instrument was acknowledged before me on _____ day of _____, 1991 by.

(Printed-full name owner(s):

1. CLAUDE T. HASLEY VIRGINIA T. HASLEY
2. RAY TURNER BETTY- JO TURNER
3. J. CARL BROWN WANDA JEAN BROWN 33
4. WALTER M. HENSELL GLADYS E. HENSELL
5. W. C. LANSEFORD JEAN M. LANSEFORD
6. SAM L. PALMER NANCY PALMER
7. EVELYN EDWARDS X
8. T. J. STEWART, JR. DOROTHY STEWART
9. E. M. COX ALVA LOIS COX
10. PATRICIA L. WILLS X
11. HAZEL FRAZIER X
12. X X X

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



EXECUTED this the 14 day of SEPTEMBER, 1991.

Legal signatures of owner(s):

- | | | | |
|-----|------------------------------|--------------------|----------------|
| 1. | Sarah V. McAnally | _____ | #115-1/246 |
| 2. | E. Woodrow Rice | Louise Rice | #83 |
| 3. | Otis T. Brooks | Clara T. Brooks | #105 |
| 4. | Robert C. Lee | Nancy A. Lee | #3 |
| 5. | James C. Winchester | Mary B. Winchester | #49, 50 |
| 6. | Roy L. Owen | Dorothy L. Owen | #26 |
| 7. | B.P. Barrington | Maxine Barrington | 106-A
106-B |
| 8. | Vondal Caruthers | _____ | 100B |
| 9. | Edwin D. Archie | Dorthaleone Archie | 80-1/2-81 |
| 10. | William S. Griffin | Mary V. Griffin | 95A
95B |
| 11. | Gary B. Moore | Margaret A. Moore | 99B |
| 12. | Tommie Marie Broyles | X | 38 |

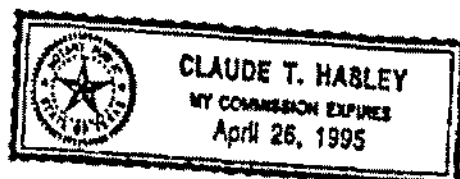
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 14 day of September 1991 by.

(Printed-full name owner(s):

- | | | | |
|-----|------------------------------|--------------------|----------------|
| 1. | Sarah V. McAnally | _____ | |
| 2. | E. Woodrow Rice | Louise Rice | #83 |
| 3. | Otis T. Brooks | Clara T. Brooks | #105 |
| 4. | Robert C. Lee | Nancy A. Lee | #3 |
| 5. | JAMES C. WINCHESTER | Mary B. Winchester | #49, #50 |
| 6. | ROY L. OWEN | Dorothy L. Owen | #26 |
| 7. | B.P. BARRINGTON | Maxine Barrington | 106-A
106-B |
| 8. | VONDAL CARUTHERS | _____ | 100B |
| 9. | Edwin D. Archie | Dorthaleone Archie | 80 |
| 10. | WILLIAM S. GRIFFIN | MARY V. GRIFFIN | 95A
95B |
| 11. | GARY B. MOORE | Margaret A. Moore | 99B |
| 12. | Tommie Marie Broyles | X | 38 |



Claude T. Habley
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED this the 14 day of September, 1991.

Legal signatures of owner(s):

- 1. Earl W. Rucker Lorene W. Rucker Lot 22
- 2. Billy Field Doris Field Lot 410
- 3. Jimmie C. Dixon Mary F. Dixon Lot 48
- 4. Berney Beckwith X Lot 137
- 5. H. D. Cox Marie G. Cox Lots 121-122
- 6. Woodrow G. Hunt Agnes E. Hunt Lot 40
- 7. Elmer K. Stroud Zelma L. Stroud Lots 32C-32D
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____

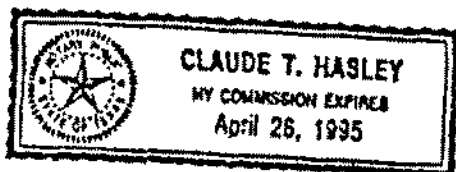
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 14 day of September, 1991 by.

(Printed-full name owner(s):

- 1. EARL W. RUCKER Lorene W. Rucker Lot 22
- 2. Billy Field Doris Field Lot 410
- 3. JIMMIE C. DIXON MARY F. DIXON Lot 48
- 4. BERNEY BECKWITH X Lot 137
- 5. H. D. COX Marie G. Cox Lots 121-122
- 6. Woodrow G. Hunt AGNES E. HUNT Lot 40
- 7. Elmer K. Stroud ZELMA L. STROUND Lots 32C-32D
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____



Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED this the 21 day of SEPTEMBER, 1991.

Legal signatures of owner(s):

- 1. [Signature] Anthony Pinrat
- 2. [Signature] Lola Mae Gregory
- 3. [Signature] TRUSTEE VEGA-
- 4. [Signature] Marilyn K. Krantz
- 5. [Signature] Nelda June McCallum
- 6. [Signature] Mary Jeanette Dowell
- 7. [Signature] [Crossed out]
- 8. [Signature] [Crossed out]
- 9. [Signature] Colleen Burns
- 10. [Signature] Marie L. Green
- 11. [Signature] Thelma Jean Quinn
- 12. [Signature] [Crossed out]

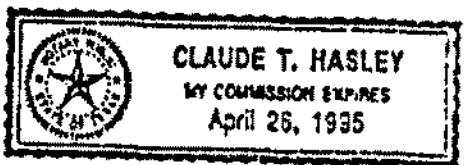
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 21 day of SEPTEMBER, 1991 by.

(Printed-full name owner(s):

- 1. ASANI PINRATANA POOTHONG PINRAT.
- 2. PAT GREGORY LOLA MAE GREGORY
- 3. STANLEY F WILSON TRUSTEE
- 4. ROGER L KRANTZ Marilyn K. Krantz
- 5. THOMAS J McCALLUM NELDA JUNE McCALLUM
- 6. JAMES M. DOWELL MARY JEANETTE DOWELL
- 7. MARY W. BELL [Crossed out]
- 8. Mona Edwards MONA EDWARDS [Crossed out]
- 9. WALTER B BURNS Colleen Burns
- 10. SMITH L. GREEN MARIE L. GREEN
- 11. Hayward E Quinn THELMA JEAN Quinn
- 12. JUANITA Humphreys [Crossed out]



Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS

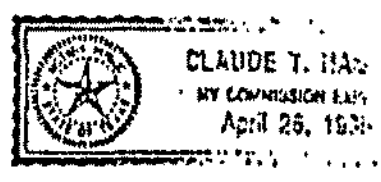
EXECUTED this the 21 day of SEPTEMBER, 1991.

- Legal signatures of owner(s): Richard M. Wiggs
1. Richard M. Wiggs [Signature] 85-344
 2. H. Lively Brown Wanda Gaye Brown 928
 3. Page L. Holland Ada L. Holland 133
 4. [Signature] N/A 1016
 5. Eddie B. Jowers Icicle Dee Jowers 32B
 6. _____
 7. Faye Jean Miliara X 64
 8. Truman M. Thompson Glenda J. Thompson 129
 9. Lola Miller X 89
 10. James R. Brady Nancy Brady 32K, 32L, 33
 11. J.W. Nelson Hattie B. Nelson 72
 12. C. W. Parton Opal Parton Lat 700 307

STATE OF TEXAS)
COUNTY OF HOOD)

This instrument was acknowledged before me on 21 day of September 1991 by.

- (Printed-full name owner(s):
1. RICHARD M. WIGGS _____
 2. H. LIVELY BROWN W. GAYE BROWN
 3. Page L. Holland Ada L. Holland
 4. EDWIN J. SCILHEIMER _____
 5. Eddie B. Jowers Icicle Dee Jowers
 6. Icicle Dee Jowers _____
 7. FAYE JEAN MILIARA X
 8. TRUMAN M. THOMPSON GLENDA J. THOMPSON
 9. Lola Miller X
 10. JAMES R. BRADY NANCY BRADY
 11. T.W. NELSON HATTIE B. NELSON
 12. C.W. PARTON OPAL PARTON



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED this the 21 day of September, 1991.

Legal signatures of owner(s):

1. James A. Stewart Rui M. Stewart #20
2. ~~Rui M. Stewart~~
3. Burl D. Williams - Mae Rhee Williams #13
4. William A. Matlock, Dorothy A. Matlock #205
5. Charles V. Wood, Mary E. Wood #86
6. James D. Phillips, Jr. Bertha D. Phillips #47 & 46
7. Herbert Wagner + Louise Wagner #14
8. Ruby Bloodgood, Cornelia Bloodgood #110
9. Larry G. Padgett, Pamela Padgett #21
10. Sidney Sledge, Sue Sledge #302
11. _____
12. _____

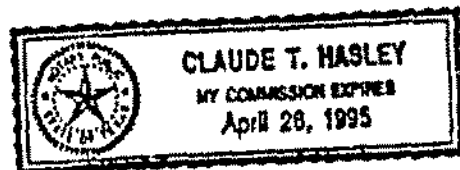
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 21 day of September, 1991 by.

(Printed-full name owner(s):

1. JAMES A. STEWART Rui M. STEWART #20
2. ~~Rui M. Stewart~~
3. Burl D. Williams - Mae Rhee Williams #13
4. WILLIAM A. MATLOCK, DOROTHY A. MATLOCK #205
5. CHARLES V. WOOD, MARY E. WOOD #86
6. JAMES D. PHILLIPS, JR. BERTHA D. PHILLIPS #47 & 46
7. HERBERT WAGNER - LOUISE WAGNER #14
8. RUBY BLOODGOOD, CORNELIA BLOODGOOD #110
9. LARRY G. PADGETT, PAMELA PADGETT #21
10. SIDNEY SLEDGE, SUE SLEDGE #302
11. _____
12. _____



Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS

EXECUTED this the 5 day of OCTOBER, 1991.

Legal signatures of owner(s):

- 1. W. W. Perry X Lot # 309
- 2. William J. Newsom X Lot # 108
- 3. Anthony V. Leone, Barbara M. Leone LOT # 107
- 4. Elizabeth M. Drake Lot # 94A-94B-94C
- 5. Peggy Jennings Lot 8 Blk 1
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____

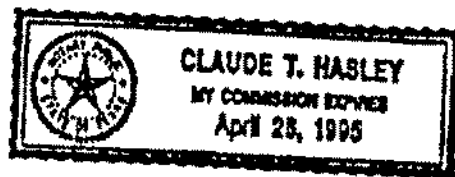
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 5 day of October, 1991 by.

(Printed-full name owner(s):

- 1. W. W. PERRY
- 2. William J. NEWSOM
- 3. ANTHONY V. LEONE BARBARA M. LEONE
- 4. ELIZABETH M. DRAKE
- 5. Peggy Jennings
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____



Claude T. Hasley
 NOTARY PUBLIC, STATE OF TEXAS

p. Corner Lots: The view from z : levation.
25 feet in each direction from all corners shall be unobstructed
fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of bill-
boards, poster boards or advertising structures of any kind on any
part of any lot is prohibited, except for signs not exceeding five (5)
square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without
the approval of the Board of Directors, except Dedicator has reserved
the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made
for the benefit of all members of the Association and failure to
adhere to them can be costly since any cost, including attorney fees
and court cost, resulting from a member not abiding by the restrictions
may be passed on to said member. Failure to pay such costs will result
in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall
continue and be binding upon the Dedicator, its successors and assigns
and all parties claiming by, through or under the Dedicator until
January 1, 2000, at which time all restrictions and covenants herein
set forth shall be automatically extended from such date for successive
periods of ten years each; provided that at any time after January 1,
2000, the owners of the beneficial title to fifty (50%) of the residents
lots shall join in a written instrument duly executed, acknowledged and
recorded in the Deed Records of Hood County, Texas, may release any
lot or lots from any one or more of the restrictions and covenants
herein set forth or agree to a change in said restrictions and
covenants in whole or in part; except that such change shall neither
affect or impair the rights and privileges retained by Dedicator with
respect to any land owned by Dedicator, nor change or modify any
covenant or agreement with any lot owner with respect to any land.
For the purpose of this paragraph, it shall be sufficient for a party
or parties who own at least fifty percent (50%) undivided interest in
a lot to execute the written instrument anticipated hereunder without
necessity of joinder of any other co-owners of such lot.

EXECUTED this the 11 day of September, 1991.

Lot No(s) 67 LAGUNA TRES OWNERS ASSOCIATION.

Horace W. Dearing Arnie Dearing
Legal signature of other(s)

STATE OF)

COUNTY OF)

INDIVIDUAL ACKNOWLEDGMENT

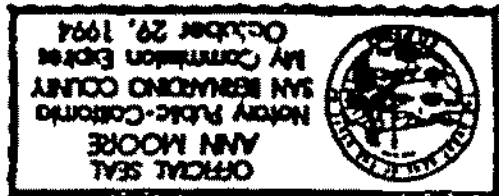
NO. 2

State of California }
County of San Bernardino } SS.

On this the 11 day of September, 1991, before me,

Ann Moore
the undersigned Notary Public, personally appeared

~~Horace W. Dearing and Arnie Dearing~~



Personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ subscribed to the
within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

Ann Moore
Notary's Signature

DISCLAIMER: NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Amendment to CC & R's
Number of Pages 3 Date of Document 9/11/91
Signer(s) Other Than Named Above none

p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 13 day of SEPTEMBER 1991.

Lot No(s) 44-1/2-43 LAGUNA TRES OWNERS ASSOCIATION.

Chester L. Stolte, Eula Stolte
Legal signature of owner(s)

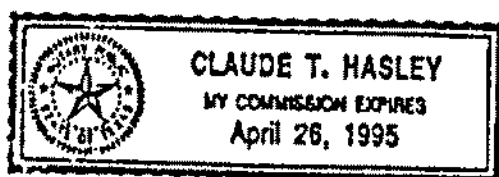
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 13 day of SEPTEMBER, 1991 by.

CHESTER L. STOLTE Eula Stolte
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided with the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants here set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 16th day of Sept., 1991.

Lot No(s) 56 LAGUNA TRES OWNERS ASSOCIATION.

Leah Jane Herring
Legal signature of owner(s)

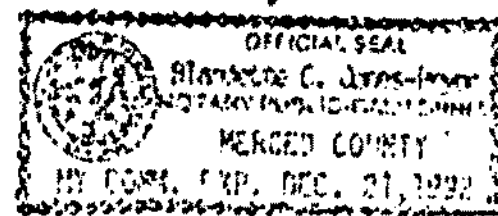
STATE OF TEXAS) Calif.

COUNTY OF HOOD) Merced

This instrument was acknowledged before me on 17 day of Sept 1991 by.

Leah Jane Herring
(Printed-full name owner(s))

Bernette R. Jones
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lot. The view from z : levation
25 feet in each direction from all corners shall be un obstructed
fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of bill-
boards, poster boards or advertising structures of any kind on any
part of any lot is prohibited, except for signs not exceeding five (5)
square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without
the approval of the Board of Directors, except Dedicator has reserved
the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made
for the benefit of all members of the Association and failure to
adhere to them can be costly since any cost, including attorney fees
and court cost, resulting from a member not abiding by the restrictions
may be passed on to said member. Failure to pay such costs will result
in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall
continue and be binding upon the Dedicator, its successors and assigns
and all parties claiming by, through or under the Dedicator until
January 1, 2000, at which time all restrictions and covenants herein
set forth shall be automatically extended from such date for successive
periods of ten years each; provided that at any time after January 1,
2000, the owners of the beneficial title to fifty (50%) of the resident
lots shall join in a written instrument duly executed, acknowledged and
recorded in the Deed Records of Hood County, Texas, may release any
lot or lots from any one or more of the restrictions and covenants
herein set forth or agree to a change in said restrictions and
covenants in whole or in part; except that such change shall neither
affect or impair the rights and privileges retained by Dedicator with
respect to any land owned by Dedicator, nor change or modify any
covenant or agreement with any lot owner with respect to any land.
For the purpose of this paragraph. it shall be sufficient for a party
or parties who own at least fifty percent (50%) undivided interest in
a lot to execute the written instrument anticipated hereunder without
necessity of joinder of any other co-owners of such lot.

EXECUTED this the 16 day of September, 1991.

Lot No(s) 93 LAGUNA TRES OWNERS ASSOCIATION.

Patricia Ann Waddell
Legal signature of owner(s)

STATE OF Georgia

COUNTY OF Columbia

This instrument was acknowledged before me on 16th day of Sept,
1991 by.

Patricia Ann Waddell
Printed-full name owner(s)

C. C. [Signature]
NOTARY PUBLIC, STATE OF
Com. Expires 7/2/93

p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the resident lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 16 day of September, 1991.

Lot No(s) 27 LAGUNA TRES OWNERS ASSOCIATION.

Arnold R. Pollard Barbara J. Pollard
Legal signature of owner(s)

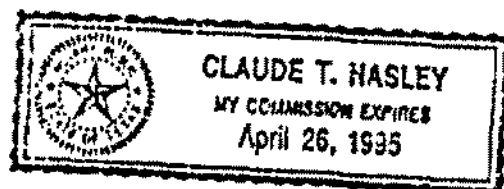
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 16 day of September, 1991 by.

ARNOLD R. Pollard Barbara J. Pollard
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the resident lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 21 day of SEPTEMBER, 1991.

Lot No(s) 17 LAGUNA TRES OWNERS ASSOCIATION.

David L. Caesar
Legal signature of owner(s)

Sticia L. Caesar

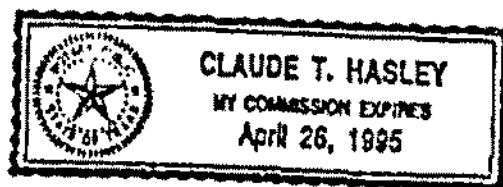
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 21 day of September, 1991 by.

DAVID L. CAESAR
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restriction may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 26th day of Sept., 1991.

Lot No(s) 128 LAGUNA TRES OWNERS ASSOCIATION.

Timothy R. Roach
Legal signature of owner(s)

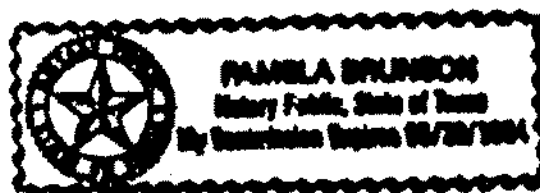
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 26th day of September, 1991 by.

Timothy Roy Roach
(Printed-full name owner(s))

Pamela Brunson
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the resident lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph. it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 27 day of September, 1991.

Lot No(s) 61 LAGUNA TRES OWNERS ASSOCIATION.

[Signature]
Legal signature of owner(s)

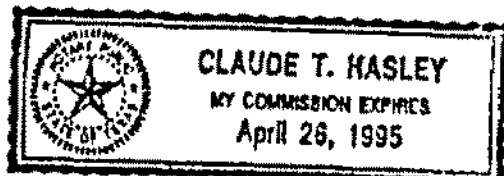
[Signature]

STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 27 day of September, 1991 by.

DORIS E. BIVENS
(Printed-full name owner(s))



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

p. Corner Lot. The view from 2 : elevation
25 feet in each direction from all corners shall be unobstructed
fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of bill-
boards, poster boards or advertising structures of any kind on any
part of any lot is prohibited, except for signs not exceeding five (5)
square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without
the approval of the Board of Directors, except Dedicator has reserved
the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made
for the benefit of all members of the Association and failure to
adhere to them can be costly since any cost, including attorney fees
and court cost, resulting from a member not abiding by the restrictions
may be passed on to said member. Failure to pay such costs will result
in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall
continue and be binding upon the Dedicator, its successors and assigns
and all parties claiming by, through or under the Dedicator until
January 1, 2000, at which time all restrictions and covenants herein
set forth shall be automatically extended from such date for successive
periods of ten years each; provided that at any time after January 1,
2000, the owners of the beneficial title to fifty (50%) of the residential
lots shall join in a written instrument duly executed, acknowledged and
recorded in the Deed Records of Hood County, Texas, may release any
lot or lots from any one or more of the restrictions and covenants
herein set forth or agree to a change in said restrictions and
covenants in whole or in part; except that such change shall neither
affect or impair the rights and privileges retained by Dedicator with
respect to any land owned by Dedicator, nor change or modify any
covenant or agreement with any lot owner with respect to any land.
For the purpose of this paragraph. it shall be sufficient for a party
or parties who own at least fifty percent (50%) undivided interest in
a lot to execute the written instrument anticipated hereunder without
necessity of joinder of any other co-owners of such lot.

EXECUTED this the 18 day of November, 1991.

Lot No(s) 4 LAGUNA TRES OWNERS ASSOCIATION.

Edith E. Beyer
Legal signature of owner(s)

STATE OF Texas)

COUNTY OF Hood)

This instrument was acknowledged before me on 18 day of November,
1991 by.

Edith E. Beyer
Printed-full name owner(s)

Mary Alder
NOTARY PUBLIC, STATE OF Texas



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 20 day of MARCH, ~~1991~~ 1992.

Lot No(s) 313 LAGUNA TRES OWNERS ASSOCIATION.

Rogers Franklin Cobb, Jr. Karen B. Cobb
Legal signature of owner(s)

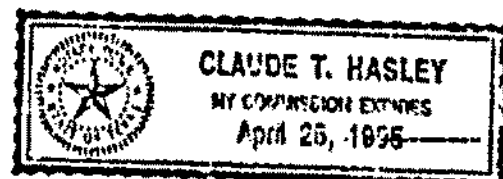
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 20 day of MARCH, ~~1991~~ by. 1992

Rogers Franklin Cobb, Jr. Karen B. Cobb
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 21 day of March, ~~1991~~ 1992

Lot No(s) 16 LAGUNA TRES OWNERS ASSOCIATION.

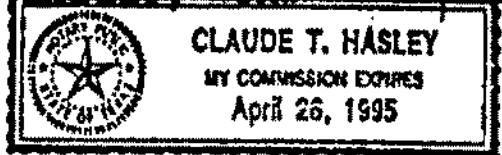
John Clark Lavern Clark
Legal signature of owner(s)

STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 21 day of March, ~~1991~~ 1992 by.

JOHN CLARK LAVERNE CLARK
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS


p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph. it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 21 day of MAR 01, ~~1991~~ ¹⁹⁹².

Lot No(s) ~~344~~ 346 LAGUNA TRES OWNERS ASSOCIATION.

Steve Carroll Dixon Cheryl A. Dixon
Legal signature of owner(s) 346

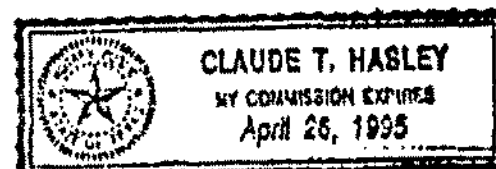
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 21 day of MARCH, ~~1991~~ ¹⁹⁹² by

Steve Carroll Dixon Cheryl A. Dixon
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restriction may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residue lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 3RD day of APRIL, 1992.

Lot No(s) 18 LAGUNA TRES OWNERS ASSOCIATION.

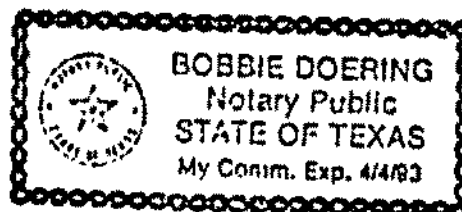
J. B. Sandlin, President
Legal signature of owner(s)

STATE Texas

COUNTY Tarrant

This instrument was acknowledged before me on 3rd day of April, 1992 by J. B. Sandlin

J. B. Sandlin
(Printed-full name owner(s))



Bobbie Doering
NOTARY PUBLIC, STATE OF TEXAS

p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph. it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 4 day of April, 1992.

Lot No(s) 311 LAGUNA TRES OWNERS ASSOCIATION.

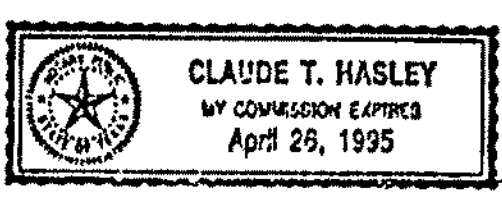
Robert Louis Hood
Legal signature of owner(s)

STATE OF TEXAS)
COUNTY OF HOOD)

This instrument was acknowledged before me on 4 day of April, 1992 by.

ROBERT LOUIS HOOD
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the resident lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 17 day of April, 1992.

Lot No(s) 42 + 1/2 + 43 LAGUNA TRES OWNERS ASSOCIATION.

[Signature] [Signature]
Legal signature of owner(s)

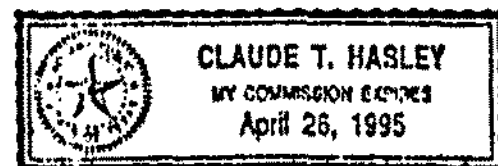
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 1 day of April, 1992 by.

L.P. DYKES MAXINE DYKES
(Printed-full name owner(s))

NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Hillboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 27 day of JUNE, 1992.

Lot No(s) 41 LAGUNA TRES OWNERS ASSOCIATION.

James E. Balthrop
Legal signature of owner(s)

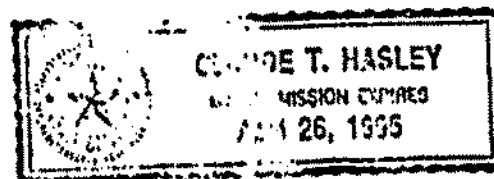
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 27 day of JUNE, 1992 by.

JAMES E. BALTHROP
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 20 day of JUNE, 1992

Lot No(s) 57 LAGUNA TRES OWNERS ASSOCIATION.

Emma S. Johnson
Legal signature of owner(s)

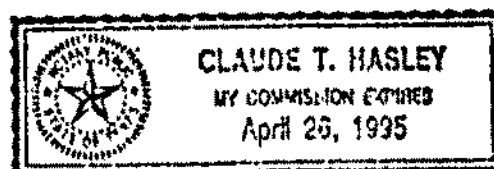
STATE TEXAS

COUNTY Hood

This instrument was acknowledged before me on 20 day of JUNE, 1992 by

EMMA S. JOHNSON
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of years each; provided that at any time after January 1, 2000, the owner of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph, it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 19 day of June, 1992

Lot No(s) #3 LAGUNA TRES OWNERS ASSOCIATION.

Robert C. Lee , Nancy A. Lee
Legal signature of owner(s)

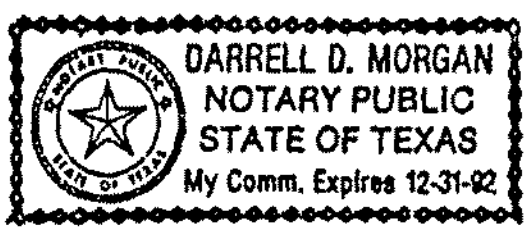
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 19 day of June, 1992 by.

Robert C. & Nancy A. Lee
(Printed-full name owner(s))

Darrell D. Morgan
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

s. Breach of Restrictions: These restrictions are made for the benefit of all members of the Association and failure to adhere to them can be costly since any cost, including attorney fees and court cost, resulting from a member not abiding by the restrictions may be passed on to said member. Failure to pay such costs will result in a lien filed against owners property.

12. DURATION

All the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns and all parties claiming by, through or under the Dedicator until January 1, 2000, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2000, the owners of the beneficial title to fifty (50%) of the residential lots shall join in a written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, may release any lot or lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part; except that such change shall neither affect or impair the rights and privileges retained by Dedicator with respect to any land owned by Dedicator, nor change or modify any covenant or agreement with any lot owner with respect to any land. For the purpose of this paragraph it shall be sufficient for a party or parties who own at least fifty percent (50%) undivided interest in a lot to execute the written instrument anticipated hereunder without necessity of joinder of any other co-owners of such lot.

EXECUTED this the 15 day of JUNE, 1992.

Lot No(s) 11 2 LAGUNA TRES OWNERS ASSOCIATION.

[Signature] E. Bugos
Legal signature of owner(s)

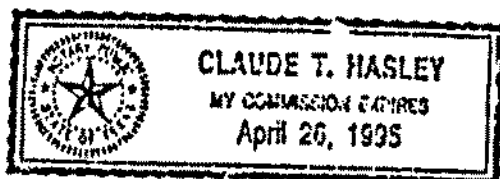
STATE OF TEXAS)

COUNTY OF HOOD)

This instrument was acknowledged before me on 15 day of JUNE, 1992 by.

LASZLO BUGOS EMILIE BUGOS
(Printed-full name owner(s))

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

r. Subdividing of lots: No lot shall be subdivided without the approval of the Board of Directors, except Dedicator has reserved the right to subdivide any lot as long as he holds title thereto.

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12. DURATION

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EXECUTED this the 15 day of JUNE, 1992

Lot No(s) 31 LAGUNA TRES OWNERS ASSOCIATION.

Roy Malone Roy Malone
Legal signature of owner(s)

STATE TEXAS
COUNTY Hood

This instrument was acknowledged before me on 15 day of JUNE, 1992 by.

ROY MALONE
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

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EXECUTED this the 15 day of JUNE, 1992.

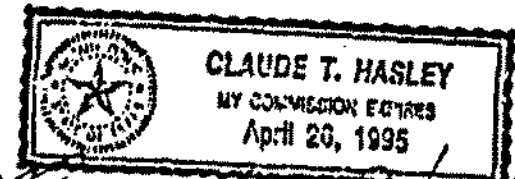
Lot No(s) 32-EPHJ LAGUNA TRES OWNERS ASSOCIATION.

Albert G Hardesty ³²
Legal signature of owner(s) KOTF, G, H, J

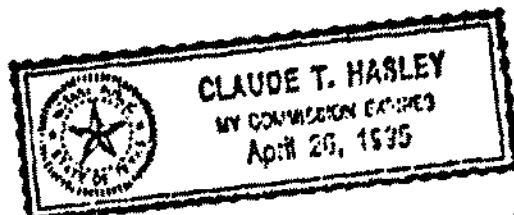
STATE TEXAS
COUNTY Hood

This instrument was acknowledged before me on 15 day of JUNE 1992 by.

ALBERT GUS HARDESTY
(Printed-full name owner(s))



Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

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EXECUTED this the 22 day of July, 1992.

Lot No(s) 7A-58-59-63-87 LAGUNA TRES OWNERS ASSOCIATION.
111-112-117-138A-140-141-142-143-144-145-146-147-149-150-151-152-153-154-155-156-157-Block 3-Lots-1-2-3-4-5-6-7-8-9-10-11-119- TOTAL 39

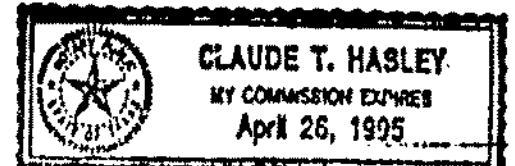
E.A. Thomas
Legal signature of owner(s)

STATE OF TEXAS)
COUNTY OF HOOD)

This instrument was acknowledged before me on 22 day of July, 1992 by.

E.A. Thomas - 517
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC, STATE OF TEXAS



p. Corner Lots: The view from 2 to 6 feet elevation and 25 feet in each direction from all corners shall not be obstructed by fence, wall, hedge, trees or shrubs.

q. Billboards: The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except for signs not exceeding five (5) square feet in size advertising property for sale or rent.

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EXECUTED this the 22 day of July, 1992.

Lot No(s) 132 LAGUNA TRES OWNERS ASSOCIATION.

Willard S. Thomas
Legal signature of owner(s)

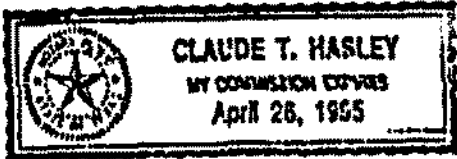
STATE-Texas

COUNTY-Hood.

This instrument was acknowledged before me on 22 day of July, 1992 by.

Willard S. Thomas
(Printed-full name owner(s))

Claude T. Hasley
NOTARY PUBLIC,



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 Clerk,
Hood County, Texas

FILED FOR RECORD
AT 1:15 P M.

JUL 29 1992

Anjanette Ables
County Clerk, Hood County, TX

dedication to the public as public ways and easements. The right of ingress and egress is reserved and retained over all lands described in Exhibit A on behalf of the Association for the purpose of maintenance of the common properties, the cutting of weeds and grass, and the cleaning of said lands at the expense of the owners thereof.

Easements for ingress and egress designated on said plat are reserved for the exclusive use of the designated lots adjoining such easements to provide ingress and egress to Granbury Lake.

Dedicator reserves to itself, its successors and assigns, an easement and right to construct and maintain sewer lines and their appurtenances in, over and across all lands described in Exhibit A should Dedicator elect to install same.

For the purpose of assuring the orderly and uniform development of such property as a residential district of desirable character and in order to carry out a general plan of development for the benefit of each purchaser of a lot or lots in said blocks of said Addition, the following restrictions upon the use of said property are hereby established, and the land shown on the attached map is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth:

1. Definitions:

(a) The word "lot" as used herein is intended to refer to a single piece or parcel of land shown as a lot on the attached map or of a lot and part of an adjoining lot or lots.

(b) A "corner lot" is one which abuts on more than one street.

(c) The words "building line" as used herein mean the line designated as "building line" on the attached map or as otherwise indicated herein, or as changed by the undersigned in accordance with the provisions hereof.

(d) The word "residence" as used herein, except in Section 5, shall include porches, enclosed attached garages and attached boathouses and attached servant's quarters, as well as breezeways and every integral part thereof, including but not limited to balconies, porticoes and architectural appurtenances such as cornices bay windows and the like.

(e) The word "Association" as used herein refers to the LAGUNA TRES OWNERS ASSOCIATION, INC. which will be formed for the purpose of maintenance of the Addition, the approval of plans, and exercise of control over enforcement of these restrictions pursuant to powers retained by the undersigned as hereinafter set out, and for the mutual benefit of the owners of property in this Addition.

2. Use of land:

(a) Only one single family residence and incidental outbuildings shall be constructed or permitted to remain on any lot. If open car ports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks, camping trailers, or unsightly vehicles shall be stored or kept for the purpose of repair on any lots or drives, except in enclosed garages, or storage facilities protected from the view of the public or other residents of the above described land.

(b) No lot and no residence or outbuilding located thereon shall ever be used for other than a single family residence or purposes incidental thereto, except that the undersigned may use any residence as a temporary office and for such length of time as is necessary in connection with the development of this and other additions heretofore or hereafter dedicated by the undersigned.

(c) No garage, boathouse, or outbuilding on any lot shall be used as a residence or living quarters, temporarily or otherwise, except by servants engaged on the premises.

(d) Each lot shall be kept free of trash, garbage, rubbish, and weeds. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All Tires must be enclosed safely.

In the event this covenant is breached to the extent that an eyesore or fire hazard is the result, Dedicator (or the Association) may at its discretion, perform the work necessary to cure the objection, and levy such costs against the lot owner.

(e) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(f) The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except signs not exceeding five (5) square feet in size advertising property for sale or rental.

(g) No lot shall be subdivided without approval of the Dedicator; however, Dedicator expressly reserves the right to subdivide any lot in said addition so long as it shall hold title thereto.

(h) No oil drilling, development, or refining, or quarrying or mining operations of any kind shall be permitted upon any lot.

(i) 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 that they are not kept, bred, or maintained for any commercial purpose.

(j) No noxious or offensive activity shall be carried on on any lot, nor shall any nuisance be created thereon.

(k) No tank for the storage of oil or other fluid may be constructed or maintained on any lot above the surface thereof.

(l) No radio, television towers or aerial wires shall be maintained over any part of any lot not occupied by a structure, and all such must be approved in writing by the undersigned prior to erection.

(m) No improvements shall be so constructed on any lot so as to ~~interfere with the assessment of record of the Brazos River Authority to flood,~~ overflow, or inundate portions of said lots to 704 feet above mean sea level, and no improvements shall be constructed at or below 693 feet above mean sea level without prior approval by the Brazos River Authority.

(n) All applicable rules and regulations of the Brazos River Authority, their successors and agents, shall be strictly complied with. No structure except boathouses, docks or piers shall be constructed nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property, nor shall any construction or fill in channels impede boat traffic. All construction of docks, boathouses, and piers shall be subject to approval of the Association, and none shall extend more than 10 feet in channels less than 66 feet in width nor more than 15% of the width of wider channels.

(o) No use shall be made of the premises so as to result in the draining or dumping into Granbury Lake or its watershed of any refuse, sewage, or other material which might tend to pollute its waters. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of the Brazos River Authority, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets and bath facilities shall be completely installed and functioning before a building is occupied. When and if a sewage treatment plant and collection system for the service of the premises is provided it shall be used as the sole means of sewage disposal for such premises.

(p) The use or discharge of firearms is expressly prohibited within said addition.

(q) No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

3. Construction of Residence, Garages and Outbuildings:

(a) Residences:

(1) Every residence erected on any lot or plot shall front on the street on which it is located unless the undersigned approves in writing a different frontage.

(2) Every residence on a corner lot or plot shall front on the street designated by the Dedicator and shall present a good appearance on the other street on which it is located.

(b) Outbuildings:

Outbuildings shall be of design and construction similar and comparable to that of the residence. No outbuilding shall exceed the residence in height, unless by written consent of the Dedicator. Cooling towers and all other mechanical units located in front or at the side of the residence must be screened to the satisfaction of the Dedicator.

(c) Swimming pools shall not be nearer than five feet to any lot line and shall not project with their coping more than two feet above the established grade.

4. Approval of Plans:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Dedicator as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topograph and finish grade elevation. In the event the Dedicator, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be deemed to have been given. A copy of all such plans, specifications and other written information required by the Dedicator shall be left with it after the same have been approved.

5. Required Size of Residence:

(a) No residence having a floor area of less than 1200 square feet

shall be erected on Lots 1 through 30 inclusive. No residence having a floor area of less than 1200 square feet shall be erected on the following numbered Lots: 101-B, 100-B, 99-B, 98-B, 97-B, 96-B, 95-B, 94-C, 94-A, 94-B, 95-A, 96-A, 97-A, 98-A, 99-A, 100-A, and 101-A of Block 1.

(b) No residence having a floor area of less than 1000 square feet shall be erected on the remaining lots in the Subdivision that are not sold on or before November 1, 1970.

(c) In the event that a dwelling is erected which is a one and one-half or two story structure, the lower or the ground floor shall have a minimum area equal to two-thirds of the required floor area set out above.

(d) By "floor area", as that term is used above, is meant the floor area of the residence only. "Residence" as that term is used in this Section 5, does not include the floor area of outbuildings, boathouses, servants' quarters, garages and similar buildings attached to the main dwelling; nor does it include the floor area of porches, attached or unattached, enclosed or unenclosed, basements, attics, etc.

6. Building line:

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. The building set-back from the side lot lines shall total at least twenty (20) percent of the lot frontage, it not being required in this connection that the building be equally distant from each side, and provided further that in any event each building shall be at least six (6) feet from each side lot line.

(b) Connected or unconnected but not enclosed porches, balconies, portecocheres, terraces, cornices, bay windows, spoutings, chimneys and other customary architectural appurtenances may be extended beyond the building lines a distance of not to exceed five (5) feet.

(c) Dedicator reserves the right to change in writing any building lines shown on the attached map or the set-back from the side lines hereinabove

set out of any lot or plot so long as it holds legal title to such lot or plot and likewise reserves the right to make such changes with the consent of the owner of the property involved after it has parted with the title to such property. In no event shall such building lines be changed by more than five (5) feet without the consent of the adjoining property owners.

7. Easement Reserved:

An easement 5 feet in width is hereby reserved along all sides of each lot as may be necessary for the installation and maintenance of utilities and lines. Dedicator reserves the easements designated on the attached map for the purpose of constructing and maintaining and permitting the construction and maintenance of pipelines, conduits, telephone, telegraph and electric light poles and other equipment necessary to the supply of any public utility service. Fences, walls and hedges, but no building or structure of any other character, may be erected and maintained on such easements, provided (1) that such fences, walls and hedges do not interfere in any way with the use of such easements (2) that such public utilities may at any time, without liability to the owner, remove any such fence, wall or hedge where the removal of the same is incidental to the performance of its public service operations. Dedicator shall have the right to vacate the easements appurtenant to any lot, provided such vacation shall not prevent access by utilities then occupying any such easement to any lot shown on said plat.

8. General:

(a) Dedicator reserves the right from time to time as it may see fit, by amended dedication or otherwise, to redivide and replat any property shown on the attached map not theretofore sold by it; to change the size of any lot or lots shown in this or any subsequent dedications or map of said property; to change the minimum "floor area" for residences, as provided in Section 5; to change the location of streets and easements prior to the time the same shall actually have been opened up for public use or availed of by the public or by public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change (1) shall operate to deprive any then owner of any such property of reasonable access to his property or (2) shall result in reducing the frontage

or depth of any lot or plot now shown on the attached map to a number of feet less than the frontage and depth of the smallest lot or plot shown on the attached map or (j) shall permit a minimum "floor area" of any residence as provided in Section 5 of less than 1000 square feet.

(b) In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of Dedicator shall be final and binding on all interested persons.

(c) The Dedicator may include restrictions other than those set out herein in any contract or deed to any lots or plots without otherwise modifying the general plan above outlined.

(d) The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of Dedicator conveying said property, or any part thereof, for all intents and purposes as though incorporated in full therein.

(e) All of the restrictions, covenants, reservations appearing herein, as well as those appearing in any contract, deed or other conveyance to or covering any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

9. Laguna Tree Owners Association, Inc.

(a) Each purchaser of a lot or lots in this or future dedications by Dedicator, its successors and assigns, shall become a member of the Association, a non-profit corporation to be organized for the purpose of maintaining parks, ways, lanes, roads, channels, marine facilities, security protection, and other services for the common benefit of its members. All owners of a lot or lots shall be required to be members of the Association and to pay when due, such dues, fees, and charges as the Association shall find necessary for the maintenance of the facilities and services, including but not limited to the maintenance of roads, ways, parks, channels, marine facilities and any other services and benefits which the Association may provide for the benefit of the lots, facilities, and members. 51 percent of the voting stock of the Association shall be retained by dedicator until such

time as the voting rights shall be transferred to the membership at large, in accordance with the by-laws of the Association.

(b) This requirement may be waived by Dedicator in the case of lending institutions that may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. In the event of refusal to pay such dues, fees and charges of the Association or in the event of a transfer of title by virtue of foreclosure, probate of Will or intestate succession, Dedicator, its successors or assigns, shall have an absolute right and option to purchase said lot from the violating owner or such transferee or transferees in the event they shall decide to sell, transfer or convey the same at the same price and on the same terms of any good faith offer to purchase acceptable to such owner or transferee.

(c) By the acceptance and retention of title to any lot in the Laguna Tres North Addition, each Grantee, his heirs and assigns, does hereby covenant and agree that the Association, its successors and assigns, shall have a lien upon the subject lot or lots, second only to liens for taxes and any duly-recorded mortgage, to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney's fees incurred in connection with the collection of the same, it being agreed and understood that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements, and applications as such Grantees, their heirs or assigns, may enter into with the Association.

(d) Each owner of a lot in said Addition, his heirs and assigns, shall be assessed the sum of \$3.00 per month for the maintenance and operations of the Association's services and facilities until Dedicator has transferred the voting rights in the stock to the membership at large; thereafter, such assessment shall be determined by the Association in accordance with its by-laws, and neither Dedicator nor any corporation or other entity with substantially the same ownership and control as Dedicator shall ever be assessed by the Association for any unimproved lot owned by it or transferred to a corporation or other entity with substantially the same ownership and control

10. Right to Enforce:

(a) The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Dedicator, its successors and assigns, and each and every purchaser of, and person acquiring any interest in, any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part thereof); and the Dedicator, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, acting jointly or severally, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners; nor shall the failure of the Dedicator to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

(b) Only the Association heretofore referred to, its successors or assigns, may file suit to collect any of the charges and expenses mentioned in these restrictions, covenants, and conditions to enforce foreclosure of any lien therein granted, and said suit to be filed in any court of competent jurisdiction and with venue to be in Hood County, Texas.

11. Right to Assign:

Dedicator reserves the right to sell, transfer and assign all rights, easements, reservations and privileges herein provided.

12. Duration:

All of the restrictions and covenants herein set forth, save as the same may be changed pursuant to the provisions of this dedication, shall continue and be binding upon the undersigned, its successors and assigns, and all parties claiming by, through or under it until January 1, 1990, provided that the owners of the legal title to land accounting for more than fifty (50%) percent of the area covered by this dedication and subsequent dedications and amended dedications of LAGUNA TRES ESTATES, may at any time after ten (10) years from the date of this instrument, by written document, duly executed, acknowledged, and recorded in the Deed Records of Hood County, Texas, from time to time release any one or more of the restrictions or conditions herein set forth as to any lot or lots herein dedicated, such instrument to become effective from the date of recording. All restrictions and covenants affecting lots herein dedicated from such date for successive periods of ten (10) years each, subject to the right to change the same pursuant to the provisions of this dedication.

EXECUTED this the 24 day of June, 1971

LAGUNA TRES ESTATES, INC.

by: [Signature]
President

ATTEST:

Secretary

THE STATE OF TEXAS :
:
COUNTY OF HOOD :

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LAGUNA TRES ESTATES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 24 day of June, A. D. 1971

[Signature]
Notary Public in and for Hood County, Texas

and other properties hereafter platted by Dedicator, or dedication to the public as public ways and easements. The right of ingress and egress is reserved and retained over all lands described in Exhibit A on behalf of the Association for the purpose of maintenance of the common properties, the cutting of weeds and grass, and the cleaning of said lands at the expense of the owners thereof.

Easements for ingress and egress designated on said plat are reserved for the exclusive use of the designated lots adjoining such easements to provide ingress and egress to Granbury Lake.

Dedicator reserves to itself, its successors and assigns, an easement and right to construct and maintain sewer lines and their appurtenances in, over and across all lands described in Exhibit A should Dedicator elect to install same.

For the purpose of assuring the orderly and uniform development of such property as a residential district of desirable character and in order to carry out a general plan of development for the benefit of each purchaser of a lot or lots in said blocks of said Addition, the following restrictions upon the use of said property are hereby established, and the land shown on the attached map is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth:

1. Definitions:

(a) The word "lot" as used herein is intended to refer to a single piece or parcel of land shown as a lot on the attached map or of a lot and part of an adjoining lot or lots.

(b) A "corner lot" is one which abuts on more than one street.

(c) The words "building line" as used herein mean the line designated as "building line" on the attached map or as otherwise indicated herein, or as changed by the undersigned in accordance with the provisions hereof.

(d) The word "residence" as used herein, except in Section 5, shall include porches, enclosed attached garages and attached boathouses and attached servant's quarters, as well as breezeways and every integral part thereof, including but not limited to balconies, portcocheres and architectural appurtenances such as cornices, bay windows and the like.

(e) The word "Association" as used herein refers to the LAGUNA TRES OWNERS ASSOCIATION, INC. which will be formed for the purpose of maintenance of the Addition, the approval of plans, and exercise of control over enforcement of these restriction pursuant to powers retained by the undersigned as hereinafter set out, and for the mutual benefit of the owners of property in this Addition.

2. Use of land:

(a) Only one single family residence and incidental outbuildings shall be constructed or permitted to remain on any lot. If open car ports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks, camping trailers, or unsightly vehicles shall be stored or kept for the purpose of repair on any lots or drives, except in enclosed garages, or storage facilities protected from the view of the public or other residents of the above described land.

(b) No lot and no residence or outbuilding located thereon shall ever be used for other than a single family residence

or purposes incidental thereto, except that the undersigned may use any residence as a temporary office and for such length of time as is necessary in connection with the development of this and other additions heretofore or hereafter dedicated by the undersigned.

(c) No garage, boathouse, or outbuilding on any lot shall be used as a residence or living quarters, temporarily or otherwise, except by servants engaged on the premises.

(d) Each lot shall be kept free of trash, garbage, rubbish, and weeds. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All fires must be enclosed safely.

In the event this covenant is breached to the extent that an eyesore or fire hazard is the result, Dedicator (or the Association) may at its discretion, perform the work necessary to cure the objection, and levy such costs against the lot owner.

(e) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(f) The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lot is prohibited, except signs not exceeding five (5) square feet in size advertising property for sale or rental.

(g) No lot shall be subdivided without approval of the Dedicator; however, Dedicator expressly reserves the right to subdivide any lot in said addition so long as it shall hold title thereto.

(h) No oil drilling, development, or refining, or quarrying or mining operations of any kind shall be permitted upon any lot.

(i) 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 that they are not kept, bred, or maintained for any commercial purpose.

(j) No noxious or offensive activity shall be carried on on any lot, nor shall any nuisance be created thereon.

(k) No tank for the storage of oil or other fluid may be constructed or maintained on any lot above the surface thereof.

(l) No radio, television towers or aerial wires shall be maintained over any part of any lot not occupied by a structure, and all such must be approved in writing by the undersigned prior to erection.

(m) No improvements shall be so constructed on any lot so as to interfere with the easement of record of the Brazos River Authority to flood, overflow, or inundate portions of said lots to 704 feet above mean sea level, and no improvements shall be constructed at or below 693 feet above mean sea level without prior approval by the Brazos River Authority.

(n) All applicable rules and regulations of the Brazos

River Authority, their successors and agents, shall be strictly complied with. No structure except boathouses, docks or piers shall be constructed nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property, nor shall any construction or fill in channels impede boat traffic. All construction of docks, boathouses, and piers shall be subject to approval of the Association, and none shall extend more than 10 feet in channels less than 66 feet in width nor more than 15% of the width of wider channels.

(o) No use shall be made of the premises so as to result in the draining or dumping into Granbury Lake or its watershed of any refuse, sewage, or other material which might tend to pollute its waters. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of the Brazos River Authority, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets and bath facilities shall be completely installed and functioning before a building is occupied. When and if a sewage treatment plant and collection system for the service of the premises is provided it shall be used as the sole means of sewage disposal for such premises.

(p) The use or discharge of firearms is expressly prohibited within said addition.

(q) No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

3. Construction of Residence, Garages and Outbuildings;

(a) Residences:

(1) Every residence erected on any lot or plot shall front on the street on which it is located unless the undersigned approves in writing a different frontage.

(2) Every residence on a corner lot or plot shall front on the street designated by the Dedicator and shall present a good appearance on the other street on which it is located.

(b) Outbuildings: Outbuildings shall be of design and construction similar and comparable to that of the residence. No outbuilding shall exceed the residence in height, unless by written consent of the Dedicator. Cooling towers and all other mechanical units located in front or at the side of the residence must be screened to the satisfaction of the Dedicator.

(c) Swimming pools shall not be nearer than five feet to any lot line and shall not project with their coping more than two feet above the established grade.

4. Approval of Plans:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Dedicator as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topograph and finish grade elevation. In the event the Dedicator, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be deemed to have been given. A copy of all such plans, specifications and other written information required by the Dedicator shall be left with it after the same have been approved.

5. Required Size of Residence:

(a) No residence having a floor area of less than 1200 square feet shall be erected on Lots 1 thru 30 inclusive, of Block 1.

(b) No residence having a floor area of less than 700 square feet shall be erected on the remaining lots in the Subdivision.

(c) In the event that a dwelling is erected which is a one and one-half or two story structure, the lower or the ground floor shall have a minimum area equal to two-thirds of the required floor area set out above.

(d) By "floor area", as that term is used above, is meant the floor area of the residence only. "Residence" as that term is used in this Section 5, does not include the floor area of outbuilding, boathouses, servants' quarters, garages and similar buildings attached to the main dwelling; nor does it include the floor area of porches, attached or unattached, enclosed or unenclosed, basements, attics, etc.

6. Building line:

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. The building set-back from the side lot lines shall total at least twenty (20) percent of the lot frontage, it not being required in this connection that the building be equally distant from each side line, and provided further than in any event each building shall be at least six (6) feet from each side lot line.

(b) Connected or unconnected but not enclosed porches, balconies, portecocheres, terraces, cornices, bay windows, spout-

ings, chimneys and other customary architectural appurtenances may be extended beyond the building lines a distance of not to exceed five (5) feet.

(c) Dedicator reserves the right to change in writing any building lines shown on the attached map or the setback from the side lines hereinabove set out of any lot or plot so long as it holds legal title to such lot or plot and likewise reserves the right to make such changes with the consent of the owner of the property involved after it has parted with the title to such property. In no event shall such building lines be changed by more than five (5) feet without the consent of the adjoining property owners.

7. Easement Reserved:

An easement 5 feet in width is hereby reserved along all sides of each lot as may be necessary for the installation and maintenance of utilities and lines. Dedicator reserves the easements designated on the attached map for the purpose of constructing and maintaining and permitting the construction and maintenance of pipe lines, conduits, telephone, telegraph and electric light poles and other equipment necessary to the supply of any public utility service. Fences, walls and hedges, but no building or structure of any other character may be erected and maintained on such easements, provided (1) that such fences, walls and hedges, do not interfere in anyway with the use of such easements (2) that such public utilities may at any time without liability to the owner, remove any such fence, wall or hedge where the removal of the same is incidental to the performance of its public service operations. Dedicator shall have the right to vacate the easements appurtenant to any lot, provided such vacation shall not prevent access by utilities then occupying any such easement to any lot shown on said plat.

8. General:

(a) Dedicator reserves the right from time to time as it may see fit by amended dedication or otherwise, to redivide and replat any property shown on the attached map not theretofore sold by it; to change the size of any lot or lots shown in this or any subsequent dedications or map of said property; to change the minimum "floor area" for residences, as provided in Section 5; to change the location of streets and easements prior to the time the same shall actually have been opened up for public use or availed of by the public or by public utilities, all without the consent of any person owning any of the property described hereinabove; provided, however, that no change (1) shall operate to deprive any then owner of any of such property of reasonable access to his property or (2) shall result in reducing the frontage or depth of any lot or plot now shown on the attached map to a number of feet less than the frontage and depth of the smallest lot or plot shown on the attached map or (3) shall permit a minimum "floor area" of any residence as provided in Section 5 of less than 700 square feet.

(b) In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of Dedicator shall be final and binding on all interested persons.

(c) The Dedicator may include restrictions other than those set out herein in any contract or deed to any lots or plots without otherwise modifying the general plan above outlined.

(d) The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of Dedicator conveying said property, or any part thereof, for all intents and purposes as though incorporated in full therein.

(e) All of the restrictions, covenants, reservations appearing herein, as well as those appearing in any contract, deed or other conveyance to or covering any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

9. Laguna Tres Owners Association, Inc.

(a) Each purchaser of a lot or lots in this or future dedications by Dedicator, its successors and assigns, shall become a member of the Association, a non-profit corporation to be organized for the purpose of maintaining parks, ways, lanes, roads, channels, marine facilities, security protection, and other services for the common benefit of its members. All owners of a lot or lots shall be required to be members of the Association and to pay when due, such dues, fees, and charges as The Association shall find necessary for the maintenance of the facilities and services, including but not limited to the maintenance of roads, ways, parks, channels, marine facilities and any other services and benefits which The Association may provide for the benefit of the lots, facilities, and members. 51 percent of the voting stock of The Association shall be retained by Dedicator until such time as the voting rights shall be transferred to the membership at large, in accordance with the by-laws of The Association.

(b) This requirement may be waived by Dedicator in the case of lending institutions that may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated will or by

virtue of intestacy, pursuant to the Statutes of the State of Texas. In the event of refusal to pay such dues, fees and charges of The Association or in the event of a transfer of title by virtue of foreclosure, probate of Will or intestate succession, Dedicator, its successors or assigns, shall have an absolute right and option to purchase said lot from the violating owner or any such transferee or transferees in the event they shall decide to sell, transfer or convey the same at the same price and on the same terms of any good faith offer to purchase acceptable to such owner or transferee.

(c) By the acceptance and retention of title to any lot in the Laguna Tres North Addition, each Grantee, his heirs and assigns, does hereby covenant and agree that The Association, its successors and assigns, shall have a lien upon the subject lot or lots, second only to liens for taxes and any duly-recorded mortgage, to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney's fees incurred in connection with the collection of the same, it being agreed and understood that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements, and applications as such Grantees, their heirs or assigns, may enter into with The Association.

(d) Each owner of a lot in said Addition, his heirs and assigns, shall be assessed the sum of \$3.00 per month for the maintenance and operations of The Association's services and facilities until Dedicator has transferred the voting rights in the stock to the membership at large; thereafter, such assessment shall be determined by The Association in accordance with its by-laws, and neither Dedicator nor any corporation or other entity with substantially the same ownership and control as Dedicator shall ever be assessed by The Association for any

unimproved lot owned by it or transferred to a corporation or other entity with substantially the same ownership and control.

10. Right to Enforce:

(a) The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Dedicator, its successors and assigns, and each and every purchaser of, and person acquiring any interest in, any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part thereof); and the Dedicator, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, acting jointly or severally, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance, of the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners; nor shall the failure of the Dedicator to enforce any such covenants, conditions or

restrictions give rise to any cause of action against it by any other person.

(b) Only The Association heretofore referred to, its successors or assigns, may file suit to collect any of the charges and expenses mentioned in these restrictions, covenants, and conditions to enforce foreclosure of any lien therein granted, and said suit to be filed in any court of competent jurisdiction and with venue to be in Hood County, Texas.

11. Right to Assign:

Dedicator reserves the right to sell, transfer and assign all rights, easements, reservations and privileges herein provided.

12. Duration:

All of the restrictions and covenants herein set forth, save as the same may be changed pursuant to the provisions of this dedication, shall continue and be binding upon the undersigned, its successors and assigns, and all parties claiming by, through or under it until January 1, 1990, provided that the owners of the legal title to land accounting for more than fifty (50%) percent of the area covered by this dedication and subsequent dedications and amended dedications of LAGUNA TRES ESTATES, may at any time after ten (10) years from the date of this instrument, by written document, duly executed, acknowledged, and recorded in the Deed Records of Hood County, Texas, from time to time release any one or more of the restrictions or conditions herein set forth as to any lot or lots herein dedicated, such instrument to become effective from the date of recording. All restrictions and covenants affecting lots herein dedicated from such date for successive periods of ten (10) years each, subject to the right to change the same pursuant to the provisions

of this dedication.

EXECUTED this the 10 day of July, 1970.

LAGUNA TRES ESTATES, INC.

by: E. Q. Thomas, Jr.
President

ATTEST:

E. Q. Thomas, Jr.
Secretary

THE STATE OF TEXAS :
COUNTY OF HOOD :

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared E. Q. Thomas, Jr. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LAGUNA TRES ESTATES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 10 day of July, A.D. 19 70.

David Price Deputy Clerk
Notary Public in and for Hood
County, Texas

FOR RECORD THIS THE 10 DAY OF July 1970 AT 1:30 P. M.
RECORDED THIS 14 DAY OF July 1970 AT 1:15 P. M.
David Price
DEPUTY
DRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS