

22786

SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
ABE'S LANDING
Phase One

VOL. 2361
PG. 0168

THE STATE OF TEXAS §
COUNTY OF HOOD §

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by TX Lakes, Inc., a Texas Corporation d/b/a Abe's Landing, hereinafter referred to as "Declarant".

WITNESSETH

Whereas, Declarant is the owner of that certain property known as Abe's Landing, Phase One, a subdivision in Hood County, Texas, according to the map or plat thereof recorded in Cabinet C, Sheets 167-168, inclusive, of the Map Records of Hood County, Texas; and

Now, therefore, the Declarant desires to amend and restate Article I, Section 15 and Article II, Section 7 of the Covenants, Conditions and Restrictions recorded in the Real Property Records of Hood County, Texas in Volume 2332, Pages 0558 through 0585 to read as follows.

ARTICLE I
Definitions

Section 15. "Utility Company" shall mean and refer to City of Granbury, Tri-County Electric Cooperative, Inc. and Atmos Energy.

ARTICLE II
Restriction, Exception, Dedication and Common Property

Section 7. Utility Easements.

- a) All Lots are subject to the utility easements reflected on the plat or designated in these Restrictions.
- b) No building shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot shall have the right to construct, keep and maintain drives and similar improvements across the utility easement along the front of the Lot and/or along the side of corner lots adjacent to street right-of-ways and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots.
- c) With the prior approval of the Committee, the Owner of each Lot also shall have the right to construct, keep and maintain driveways, walkways, steps, air conditioning units and equipment over, across or upon any utility easement along the side of such Lots (the "Side Lot Utility Easement"), other than along any Side Lot Utility Easement which is adjacent to a street right-of-way and shall be entitled, at all times, to cross, have access to and use the improvements located thereon; however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk, and the location of such improvements shall not impede the natural flow of water across the Lot. The Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the driveways, walkways, steps, air conditioning units and equipment which cross or are located upon such Side Lot Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District, any public utility or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.
- d) The Owner of each Lot shall indemnify and hold harmless Declarant, the Utility District, natural gas company, public utility companies, oil and gas companies and cable television company having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within utility easements, including where such injury or damage is caused or alleged to be caused by the sole negligence of such public utility or its employees, officers, contractors or agents.
- e) In no event shall any Owner construct, maintain or use any of the above described improvements or any other improvements within any utility easements located along the rear of such Owner's Lot without the approval of the Committee.
- f) In addition to the utility easements shown on the recorded Plat, there is hereby dedicated a five foot (5') wide Tri-County Electric Cooperative, Inc. easement, extending from the surface of the

ground downward, and said easement being two and one-half (2 1/2) feet on each side of underground electric service lines as now or hereafter constructed and will extend along the route selected by Tri-County Electric Cooperative, Inc. from their distribution facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. Tri-County Electric Cooperative, Inc. shall have the right to excavate said Lot easement strip, and to remove objects, structures, growth or protrusions thereon.

g) The City of Granbury and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of their respective systems in utility easements. The City of Granbury and public utility shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose on constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. Furthermore, the City of Granbury shall have no obligation to repair or replace any buildings, fences, trees, shrubs or other improvements removed or damaged by maintenance operations.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed as provided in the acknowledgement set forth hereinafter but to be effective as of the date of execution.

EXECUTED this 18 day of December, 2007.

TX Lakes, Inc., a Texas Corporation
d/t/a Abe's Landing

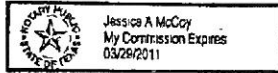
BY: [Signature]
CJ Whitacre, Vice-President

THE STATE OF TEXAS)
COUNTY OF HOOD)

BEFORE ME, the undersigned authority, on this day personally appeared CJ Whitacre, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of Dec, 2007.

[Signature]
Notary Public, State of Texas



After Recording Return to:

Abe's Landing
2715 Acton Hwy.
Granbury, TX 76049

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is hereby and unenforceable under Federal Law. COUNTY OF HOOD STATE OF TEXAS 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



[Signature]
SALLY LILARD, County Clerk
Hood County, Texas

FILED FOR RECORD

AT 11:25 A.M.

DEC 19 2007

[Signature]
County Clerk, Hood County, TX