

RESTRICTIONS: AMENDED

THE STATE OF TEXAS }
COUNTY OF POLK }

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being sole owners of the lands and premises described as follows:

All of TWIN HILLS COVE, a subdivision in Polk County, Texas, having three sections, Sections I, II, and III. Section Number One contains 60 acres of land, more or less, and is depicted at Volume 9, Page 7 of the Plat Records of Polk County, Texas; Section Number Two contains 20.827 acres of land, more or less, and is depicted at Volume 10, Page 9 of the Plat Records of Polk County, Texas; Section Number Three contains 14.338 acres of land, more or less, and is depicted at Volume 10, Page 10 of the Plat Records of Polk County, Texas.

Each tract is described by metes and bounds on its respective plat above referred to and all tracts are a part of the 121.978 acres of land conveyed by Perry A. Tanner, Jr. to Alvin Dawson, et al by deed of record at Volume 452, Page 316 of the Official Records of Polk County. Said deed and each plat is referred to for all purposes and for metes and bounds descriptions;

have established and by these presents do establish the following restrictions on the improvement, use and sale of said property, which same shall apply equally to all of the lots in said subdivision as herein stated except for differences herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until June 1, 2009, A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision, and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, drainage ditches, or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs.

Such right of access to include the right, without liability, on the part of any one or all of the owners and/or operators of such utilities, to remove any or all obstructions on said easement rights-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation(s) of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utilities companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for the use of all public utility companies an unobstructed aerial easement ten (10) feet wide inside the lot lines, said easement to be parallel and adjacent to all roadways, for guys and poles as required.

2. Owners reserve unto themselves, their heirs, administrators and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street for the purpose of laying, placing or construction, installing, maintaining or repairing of all kinds and types of water lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision, and any adjacent commercial properties under same ownership, with water supply.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owner(s) of said TWIN HILLS COVE SUBDIVISION, do hereby covenant and provide that they, their heirs, administrators and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land. The same to be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person(s) who shall hereafter own any of the said tracts of land above described, save and except the "RESERVE" area as designated on the recorded plat, which shall not be in any manner restricted hereby except as already set forth previously and unless specifically referred to:

1. These covenants are to run with the land and shall be binding upon all parties and all person(s) claiming under them until June 1, 2009, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then property owners has been recorded agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them, their heirs, successors and/or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owner(s), their heirs, administrators, or assigns, to enter and abate such violation without liability; or they, their heirs, administrators or assigns, and/or any other person(s) owning any real property situated in said subdivision, shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions and either to prevent them from so doing, or to cause to be removed such violation and/or to recover damages for such violation, including court expenses to enforce said restrictions against violator(s).

3. The violation of any restrictions or covenant herein shall not operate to invalidate any mortgage, Deed of Trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plot plans showing the location of such building has been approved in writing as to the conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of David S. Cartier and O. Lynn Nixon, or by a representative designated by a majority of the members of said Committee. In the event of death, resignation or refusal to serve by any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it; or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The said two members of the Architectural Committee may appoint three additional lot owners to said committee, and at each election established thereafter, five members may be elected to said Committee.

5. All residences shall be located in accordance with the building lines shown on the plats of said subdivision and all residences shall be constructed on the tract no nearer than five (5) feet to any side lot line or within ten (10) feet of the front property line as shown on said plats.

6. All residences in Sections I and III must have a minimum of 1200 sq. ft. of living area (floor space); all residences in Section II must have a minimum of 1000 sq. ft. of

living area (floor space); and the floor space in all sections shall be exclusive of porches and garages, and must have a pleasing "front" design allowing a door access to the structure from the road side. No building of frame or partial frame construction shall be erected on any tract unless same shall at the time of construction receive at least one coat of paint or stain/sealer.

7. All residences shall be completed on the exterior within six (6) months from beginning date of construction, unless such period is extended in writing by the Architectural Committee due to extenuating circumstances. This includes adequate septic system installation in accordance with Trinity River Authority specifications and guidelines.

8. No fence, wall or detached improvement shall be erected or maintained on any part of any tract forward of the front building line. Similarly, no boats, trailers or inoperable, unlicensed vehicles, or parts or portions thereto, may be permanently and openly parked in front of said building lines on any tract.

9. No structure of a temporary character, trailer, mobile home, tent, or other outbuilding shall be used on any tract at any time as a residence except as approved by the Architectural Committee after construction approval has been granted during said home construction interim period not to exceed six (6) months.

10. No wild or farm animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, save and except domestic household pets which must be maintained under the full-time control of their owners(s).

11. No sign(s) of any kind shall be displayed to the public view on any tract for any purpose except street signs, community area designation signs and those no larger than 2' x 2' used by builders to designate a construction site during construction and sales period.

12. The Owner(s) or the Architectural Committee shall have sole regulating authority over the boat launch area as designated on the recorded plat, and no structure or improvement shall be placed thereon except as a community project, with no individual

or collective liability attached to any usage of same. No other tract except those designated on the plat as "Reserve" shall be used for other than residential purposes.

13. Upon the sale or execution of Contract for Deed, the Purchaser(s)/Property Owner(s) shall be liable for a maximum maintenance charge of \$25 per year for each lot, for the purpose of creating a fund to be known as "TWIN HILLS COVE MAINTENANCE FUND" to be paid by said Owner(s) of each lot upon purchase, and thereafter annually at the first of each calendar year and set aside in an exclusive account established for the maintenance and improvement of community property areas, including the construction, maintenance and improvement of bulkhead and installation of boat launch or other projects deemed in community interest by the majority of property owners at publicly noticed, open meetings held on no less than an annual basis. Funds may be adjusted at such meetings to meet the needs of majority-approved community projects including, but not limited to, lighting, improvement and maintenance, security, bulkhead and boat launch, recreational improvements and doing any other things deemed by the majority in attendance, or polled in writing and presented for Architectural Committee verification, as necessary or desirable to keep the subdivision neat and in good order for the general benefit of the owner(s) and occupants. All conveyance of lots shall be subject to such maintenance charges and conditions and by acceptance of Deed or Contract for Deed, each purchaser so acknowledges and consents that developers shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from said maintenance funds. The reservation of a boat launch and access site as designated on the recorded plats shall be conveyed by deed to the Architectural Committee for collective subdivision use thereof. Owner(s)/Developer(s) shall henceforth be held harmless from any liabilities connected with this subdivision, including but not limited to, any maintenance fees incurred on any parcel that may for any reason, including default, revert back to their ownership or dispersal.

14. This amendment to the restrictions of TWIN HILLS COVE SUBDIVISION recorded at Volume 459, Pages 477, 478, and 479 is made to place Section II and Section III property under the restrictions, to adopt the restrictions for Section II and Section III, and to set out the differences in the residence requirements in Section II. Nothing herein changes of the restrictions to Section I as said restrictions were originally adopted.

WITNES OUR HANDS this _____ day of _____, 1986.

ALVIN R. DAWSON, Individually and
as Attorney-in-fact for O. Lynn
Nixon and David S. Cartier