

RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS ]  
] ]  
] ]  
] ]  
COUNTY OF HENDERSON ]

KNOW ALL MEN BY THESE PRESENTS:

That BLUE WATER KEY PROPERTY OWNERS ASSOCIATION, a Texas corporation, being responsible for the maintenance, preservation and architectural control of the residence lots and common area within the Blue Water Key Subdivision in Henderson County, Texas as recorded in Vol. 8, page 34 and/or Cabinet C, Slide 181, of Henderson County, Texas, do hereby impress each of the specifically numbered lots designated on said Plat with the following restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subject premises:

1. No lot shall be used for other than single family residential purposes except those lots owned by the Blue Water Key Property Owners Association. No lot shall be further sub-divided except that fractions of lots may be separated to add space of whole lots if the combination of whole and fractional lots is used as a single building site and all other provisions of these sub-division restrictions are complied with.

2. No residential building shall be erected on any said lots which shall have less than 1200 Sq. Ft. of floor space within the heated area if located on the waterfront, or less than 1000 Sq. Ft. of floor space within the heated area if located on any other lot or lots. Prior to commencement of any construction, plans ( including plot plan ) must be approved by the Architectural Committee of the Blue Water Key Property Owners Association Board of Directors. All materials used for exterior construction shall be new unless otherwise approved.

3. No building or structure shall be located on any lot closer than 25 feet to the property line adjacent to the street upon which the lot fronts nor shall the dwelling structure extend closer than 25 feet to the back property line except there is no restriction on waterfront lots as to distance from the 355 ft. MSL line. NO structure shall be erected closer than 5 feet to side property lines and structures on corner lots must maintain 12 feet from side property line.

4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, mobile home, house trailer or camper shall be used as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to any dwelling or other structure it is intended to serve. The exterior of all dwellings and/or improvements shall be completed ( including exterior painting, unless exempt ) within six (6) months from the commencement of construction. No pre-erected houses may be moved onto any lot or lots. All buildings other than boat houses shall be completely underpinned with no piers or pilings exposed to view.

5. No outhouses ( except state approved, regularly serviced sanitation devices for use during the period of construction or for special occasions not to exceed three (3) days will be permitted on any part of the property at any time. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected to adequate septic tanks and lateral lines constructed to comply with specifications on the state and local health authorities and no outside or surface toilets shall be permitted.

6. No water wells shall be drilled upon any of the said numbered lots by owners so long as water for domestic use shall be otherwise

available to the owners of said lots, but nothing herein contained shall be construed as prohibiting the Blue Water Key Property Owners Association, its successors, assigns or nominees from drilling a well or wells on any property located in or near the subdivision for the purpose of supplying water to the owners of any property in the subdivision or any addition thereto.

7. No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any lot excepting dogs, cats or other household pets except by permission of a majority of the lot owners of the said Blue Water Key Subdivision in writing.

8. All lots will be kept free of trash, garbage and debris at all times. During the growing season the lot shall be kept free of weeds and underbrush for reasons of sanitation and fire prevention. If, in the opinion of the Board Of Directors of the Blue Water Key Property Owners Association, an unsanitary or hazardous condition exists the Blue Water Key Property Owners Association reserves the right to clean up and/or mow the lots and charge the owner(s) a reasonable fee for this service. Failure to pay the charges for the clean up and/or mowing where it has become necessary for the Blue Water Key Property Owners Association to do so shall give the said association or its agent the right to place a lien against the property for this service.

9. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be, or may become an annoyance or nuisance to the subdivision in which said lot is located.

10. Insofar as the hereinafter described portions of the indicated lots in the subject subdivision are concerned, to-wit:

Lot No. 80: Beginning at the SE corner, West 60' along SBL;  
Thence Northwesterly to a point on NEL;  
Thence East 100' to NE corner;  
Thence South 100' to the point of beginning.

Lot No. 79: Beginning at the SE corner;  
Thence West 100' along SBL;  
Thence Northeasterly to a point on NEL;  
Thence Easterly along NEL 60' to the NE corner;  
Thence South 100' to the point of beginning.

Lot No. 78: Beginning at the SE corner of lot;  
Thence Westerly 60' along SBL;  
Thence Northeasterly to a point on the EBL;  
Thence South 40' to the point of beginning.

Lot No. 40: Beginning at the SW corner of lot;  
Thence N 20' along WBL;  
Thence E 0° 0' N 70';  
Thence Southeasterly along line parallel to SBL 100';  
Thence Southeasterly to a point on the SBL;  
Thence Northwesterly along the SBL 220' to the point of beginning.

No tile or concrete sanitary sewers, cesspool or septic tank, open-jointed drainfields shall be allowed. Nor shall any of the same ever be constructed or installed thereon. Additionally, all storm sewers located within specified distances for sanitary sewers shall be constructed so as to prevent leakage therefrom.

11. Dwellings approved for construction prior to April 18, 1992 shall have not less than 1000 sq. ft. of heated area if on the waterfront and not less than 800 sq. ft. of heated area on interior lots.

12. These restrictions, covenants and conditions may be enforced by the Blue Water Key Property Owners Association or by the owner of any lot or lots in said subdivision, either by proceedings for injunction or to recover damages for breach thereof or both.

13. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date of such restrictions, covenants, and conditions being first impressed upon said property and subdivisions, after which time said restrictions, covenants, and conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the lot owners in said subdivision has been recorded agreeing to a change in said restrictions, covenants, and conditions in whole or in part.

If any portion of the foregoing restrictions, covenants, and conditions shall be declared invalid by judgement or court order, it shall not affect the validity of any other provision or portion thereof.

We the property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision.

Witness our hands this 4th day of April, 1992.

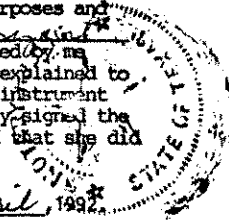
Lot No.	Signature
<u>32-33</u> <u>34,35,36</u>	<u>A. D. Bryant</u> ✓
	<u>Kelma Bryant</u> ✓
	<u>Donald C. Hill</u> ✓
15- <u>82-8541-48497</u>	<u>Walter Hill</u> ✓
	<u>Harold W. Logan</u> ✓
<u>4</u>	<u>Maryann Hogan</u> ✓
	<u>Fred E. Bonwill</u> ✓
<u>194100</u>	<u>Pat Bonwill</u> ✓
	<u>Jerry Hunt</u> ✓
<u>68,66,68,69</u>	<u>-----</u> ✓
	<u>Mary Dyer</u> ✓
<u>2</u>	<u>Rich Dyer</u> ✓
	<u>W. H. Berry</u> ✓
<u>1 &amp; 59</u>	<u>Shirley E. Cherry</u> ✓
	<u>David W. Richards</u> ✓
<u>6</u>	<u>Jo Richards</u> ✓
	<u>Paul M. Donald, III</u> ✓
<u>114</u>	<u>Julius A. Donald</u> ✓
	<u>Henry A. Lee</u> ✓
<u>27+28</u>	<u>John G. Lee</u> ✓
	<u>Thomas W. Wilson</u> ✓
<u>21</u>	<u>-----</u> ✓
	<u>-----</u> ✓
<u>7</u>	<u>Gayle Tuller</u> ✓
	<u>Wag Tuller</u> ✓



(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson }

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. D. Bryant and Wilma Bryant, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Wilma Bryant wife of the said W. D. Bryant having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Wilma Bryant acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



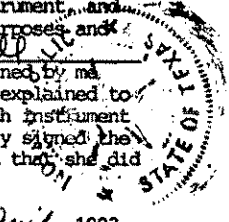
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirley Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson }

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Donald C. Hill and Marion Hill, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Marion Hill wife of the said Donald C. Hill having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marion Hill acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



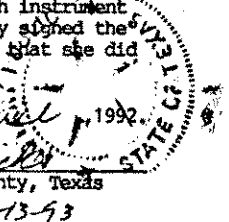
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirley Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson }

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Harold W. Jagan and Mary W. Jagan, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mary W. Jagan wife of the said Harold W. Jagan having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary W. Jagan acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirley Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson ]

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Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jude E. Basworth and Patricia R. Basworth, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Patricia R. Basworth wife of the said Jude E. Basworth having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Patricia R. Basworth acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirlene Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson ]

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack Nixen and Mary Nixen, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mary Nixen wife of the said Jack Nixen having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Nixen acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirlene Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson ]

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. H. Cherry and Shirley Cherry, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Shirley Cherry wife of the said M. H. Cherry having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Shirley Cherry acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

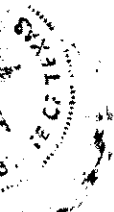
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirlene Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS ]  
COUNTY OF Henderson ]

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared David M. Richards and J. Richards, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said J. Richards wife of the said David M. Richards having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said J. Richards acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of April, 1992.

Shirlene Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS ]  
COUNTY OF Henderson ]

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rae McDonald III and Judith A. McDonald, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Judith A. McDonald wife of the said Rae McDonald III having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Judith A. McDonald acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



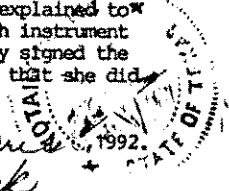
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of April, 1992.

Shirlene Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS ]  
COUNTY OF Henderson ]

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Harry A. Lee and Lisa Lee, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lisa Lee wife of the said Harry A. Lee having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lisa Lee acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of April, 1992.

Shirlene Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

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THE STATE OF TEXAS  
COUNTY OF Henderson

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Walter Judd and Paula Judd, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Paula Judd wife of the said Walter Judd having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Paula Judd acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirlene Nirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Connie F. Jett and Nita Jett, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Nita Jett wife of the said Connie F. Jett having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Nita Jett acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirlene Nirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. C. Jaster and Mae Jaster, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mae Jaster wife of the said J. C. Jaster having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mae Jaster acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirlene Nirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93



(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert L. Shulton Jr. and Grace B. Shulton, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Grace B. Shulton, wife of the said Robert L. Shulton Jr. having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Grace B. Shulton acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirleen Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. E. Warfield and Bobbie Warfield, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Bobbie Warfield, wife of the said F. E. Warfield having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Bobbie Warfield acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirleen Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Joint Acknowledgement)

THE STATE OF TEXAS  
COUNTY OF Henderson

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clayton Stone and Judy Stone, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Judy Stone, wife of the said Clayton Stone having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Judy Stone acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April, 1992.

Shirleen Kirkpatrick  
Notary Public in and for Henderson County, Texas  
My Commission Expires 6-13-93

(Acknowledgement)

STATE OF TEXAS }  
COUNTY OF Henderson }

This instrument was acknowledged before me on the 4th day of April, 1992 by Jerry Nasita.

My commission expires: 6-13-93

*Shirley Kirkpatrick*  
Notary Public, State of Texas



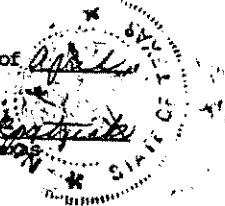
(Acknowledgement)

STATE OF TEXAS }  
COUNTY OF Henderson }

This instrument was acknowledged before me on the 4th day of April, 1992 by Thomas W. Wilson.

My commission expires: 6-13-93

*Shirley Kirkpatrick*  
Notary Public, State of Texas



(Acknowledgement)

STATE OF TEXAS }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

(Acknowledgement)

STATE OF TEXAS }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

(Acknowledgement)

STATE OF TEXAS }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

Witness our hands this 4 day of February, 1992.

Lot No.

37

Signature

Merlene Williams

( Acknowledgement )

STATE OF TEXAS  
COUNTY OF

Smith ]

This instrument was acknowledged before me on the 4 day of February, 1992 by Merlene Williams.

My commission expires:

June 13, 1992

Ronnie Collins  
Notary Public, State of Texas



( Acknowledgement )

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

Notary Public, State of Texas

Witness our hands this 7 day of February, 1992.

Lot No.

Signature

98-49

D.B. Stough

( Acknowledgement )

STATE OF <sup>ad.</sup>TEXAS ]  
COUNTY OF Tarrant ]

This instrument was acknowledged before me on the 7 day of FEB 1992 by D.B. Stough

My commission expires:

7-8-99

L.D. Minner  
Notary Public, State of Texas



( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF \_\_\_\_\_ ]

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 1992 by \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas

Witness our hands this 27th day of March, 1992.

Lot No.

50

Signature

*J. George Klein*

( Acknowledgement )

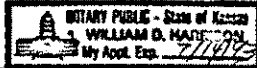
STATE OF ~~TEXAS~~ KANSAS ]  
COUNTY OF SEDGWICK ]

This instrument was acknowledged before me on the 27th day of March, 1992 by J. GEORGE KLEIN

My commission expires:

7/14/93

*William D. Harrison*  
Notary Public, State of ~~Texas~~ Kansas



( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF ]

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_, 1992 by \_\_\_\_\_

My commission expires:

Notary Public, State of Texas

Witness our hands this 11th day of February, 1992.

Lot No.

49

Signature

ESTATE OF MARY B. COTTELL

BY: JAN T. van Loon, Executor

( Acknowledgement )

STATE OF ~~TEXAS~~ LOUISIANA ]  
PARISH COUNTY OF ST. TAMMANY ]

This instrument was acknowledged before me on the 11th day of February, 1992 by JAN T. van Loon.

My commission expires:

at death

Elvis M. Hulitt  
Notary Public, State of Texas La.

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF \_\_\_\_\_ ]

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas

Witness our hands this 18 day of FEBRUARY, 1992.

Lot No.

64

Signature

Robert J. West, Jr.  
Cathy West

( Acknowledgement )

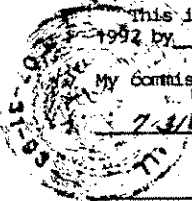
STATE OF TEXAS ]  
COUNTY OF Smith ]

This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 1992 by Robert J. West, Jr.

My commission expires:

7-31-93

Bruce J. Duce  
Notary Public, State of Texas



( Acknowledgement )

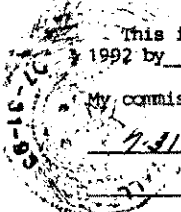
STATE OF TEXAS ]  
COUNTY OF Smith ]

This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 1992 by Cathy West

My commission expires:

7-31-93

Bruce J. Duce  
Notary Public, State of Texas



Witness our hands this 18 day of March, 1992.

Lot No.

Signature

57-53

Margaret Teel Johnson

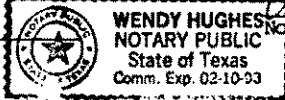
( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF Henderson ]

This instrument was acknowledged before me on the 18 day of March, 1992 by Margaret Teel Johnson

My commission expires:

2/10/93



Wendy Hughes  
Notary Public, State of Texas

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF \_\_\_\_\_ ]

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas



Witness our hands this 13<sup>th</sup> day of FEBRUARY, 1992.

Lot No.

57  
57

Signature

Judith R. Frantz, MA

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF Dallas ]

This instrument was acknowledged before me on the 13<sup>th</sup> day of February, 1992 by RHONDA R. FRANTZ.

My commission expires:

12-28-95

Rhonda R. Frantz  
Notary Public, State of Texas



( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF \_\_\_\_\_ ]

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_

Witness our hands this 17 day of FEB, 1992.

Lot No.

Signature

1 B

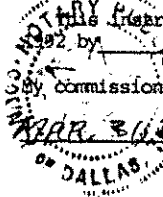
Mrs. Dale Ragain

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF VAN ZANDT ]

This instrument was acknowledged before me on the 17 day of FEB,  
1992 by Mrs. Dale Ragain.

My commission expires:



J.C. Sumner  
Notary Public, State of Texas

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF \_\_\_\_\_ ]

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
1992 by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas

Witness our hands this 13 day of April, 1992.

Lot No.

54 & 75

Signature

Chris F Decker

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF Smith ]

This instrument was acknowledged before me on the 14<sup>th</sup> day of April, 1992 by Charles F. Decker.

My commission expires:



Faye Kennard  
Notary Public, State of Texas

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF \_\_\_\_\_ ]

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas

Witness our hands this 13<sup>th</sup> day of April, 1992.

Lot No.

16

Signature

George R. Wagner  
Walter C. Wagner

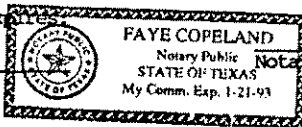
( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF Smith ]

This instrument was acknowledged before me on the 13<sup>th</sup> day of April, 1992 by FAYE COPELAND.

My commission expires

1-21-93



Faye Copeland  
Notary Public, State of Texas

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF \_\_\_\_\_ ]

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas

Witness our hands this 15 day of April, 1992.

Lot No.

3

Signature

Frank L. Lloyd Jr.  
Marquette O. Lloyd

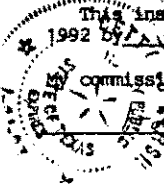
( Acknowledgement )

STATE OF TEXAS  
COUNTY OF Smith

This instrument was acknowledged before me on the 15 day of April, 1992 by Frank Lloyd

My commission expires: 1-93

Betty Jo Kersal  
Notary Public, State of Texas



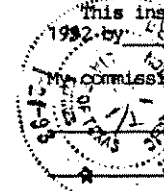
( Acknowledgement )

STATE OF TEXAS  
COUNTY OF Smith

This instrument was acknowledged before me on the 15 day of April, 1992 by Marquette O. Lloyd

My commission expires: 1-93

Betty Jo Kersal  
Notary Public, State of Texas



Witness our hands this 14 day of April, 1992.

Lot No.  
101 & 107

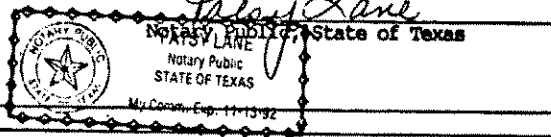
Signature  
Maureen Decker

( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF Smith ]

This instrument was acknowledged before me on the 14 day of April, 1992 by Maureen Decker.

My commission expires:  
11/12/92



( Acknowledgement )

STATE OF TEXAS ]  
COUNTY OF \_\_\_\_\_ ]

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas

Witness our hands this 16<sup>th</sup> day of April, 1992.

Lot No.

29.30.31

Signature

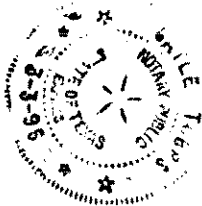
[Signature]  
Wanda L. Haines

( Joint Acknowledgement )

THE STATE OF TEXAS ]  
COUNTY OF Henderson ]

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared TEDDY L. HAINES and WANDA L. HAINES, his wife, both known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said WANDA L. HAINES, wife of the said TEDDY L. HAINES having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said WANDA L. HAINES acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16<sup>th</sup> day of April, 1992.



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

Johnson

VOL 1405 PAGE 637

Witness our hands this 16th day of April, 1992.

Lot No.

Signature

58

Harold Johnson

( Acknowledgement )

STATE OF TEXAS  
COUNTY OF

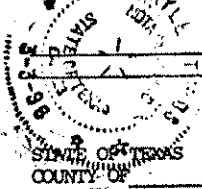
Henderson

This instrument was acknowledged before me on the 16th day of April, 1992 by Harold Johnson.

My commission expires:

3-8-96

Gayle Tubbs  
Notary Public, State of Texas



( Acknowledgement )

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_, 1992 by \_\_\_\_\_.

My commission expires:

Notary Public, State of Texas





AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HENDERSON

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson County, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas; and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subdivision;

It is, therefore, agreed that the restrictions, covenants, and conditions are changed and amended to read as follows:

1. All numbered lots on the recorded plat of the subdivision (other than lots owned by the Blue Water Key Property Owners Association) shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. No multi-family dwellings may be constructed on any lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire lot.

No lot shall be occupied by more than a single family, except for temporary guests visiting the family for a period not greater than 14 days. For purposes of these restrictions, a single family shall be defined as any number of persons related within the second degree of consanguinity or affinity, living with not more than one (1) person who is not so related, as a single household unit. It is not the intent of these restrictions to exclude from a lot any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration, is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by applicable law.

No lot shall be further sub-divided except that fractions of lots may be separated to add space to adjacent

whole lots if the combination of whole and fractional lots is used as a single building site and all other provisions of these restrictions are complied with.

2. No residential building shall be erected on any said lots which shall have less than 1200 Sq. Ft. of floor space within the heated area if located on the waterfront, or less than 1000 Sq. Ft. of floor space within the heated area if located on any other lot or lots. Prior to commencement of any construction, plans (including plot plan) must be approved by the Architectural Committee of the Blue Water Key Property Owners Association Board of Directors. All materials used for exterior construction shall be new unless otherwise approved.
3. No building or structure shall be located on any lot closer than 25 feet to the property line adjacent to the street upon which the lot fronts nor shall the dwelling structure extend closer than 5 feet to the back property line except there is no restriction on waterfront lots as to distance from the 355 ft. MSL line. NO structure shall be erected closer than 5 feet to side property lines and structures on corner lots must maintain 12 feet from side property line.
4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, motor home, mobile home, manufactured home, house trailer or camper shall be used as a residence either temporarily or permanently. However, this restriction shall not prohibit the use of a motor home, house trailer, camper or a tent for the lodging of temporary guests visiting the family for a period not greater than 14 days.

No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 29 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

Any motor home, house trailer or camper which is not greater than 29 feet in length and any other trailer (including boat and utility trailers) may only be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year if it is parked or located in a designated parking area located at the rear of the main structure or at the side of the main structure behind the plane of the front facade of the main structure.

Any garage shall be constructed at the same time or subsequent to any dwelling or other structure that it is intended to serve. The exterior of all dwellings and/or improvements shall be completed (including exterior painting) within 9 months from the commencement of

construction. No pre-erected, used, or modular houses may be moved onto any lot or lots. All buildings other than boat houses shall be completely underpinned with no piers or pilings exposed to view.

5. No outhouses (except state approved, regularly serviced sanitation devices for use during the period of construction or for special occasions not to exceed three (3) days) will be permitted on any part of the property at any time. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected to adequate septic tanks and lateral lines constructed to comply with specifications of the state and local health authorities and no outside or surface toilets shall be permitted.
6. No water wells shall be drilled upon any of the said numbered lots by owners so long as water for domestic use shall otherwise be available to the owners of said lots. However, water wells may be drilled upon any of the said numbered lots by owners when the water is to be used strictly for irrigation purposes.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.  
No dog shall be allowed to run free in the subdivision but must, at all time, either be (1) restrained on the owner's lot either by a fence or by a chain or other restraint that is adequate to confine the dog on the lot, or (2) if taken off of the owner's lot, be restrained at all time on a leash controlled by an individual who has sufficient strength and ability to restrain the dog.
8. All lots will be kept free of trash, garbage and debris at all times. During the growing season the lot shall be kept free of weeds and underbrush for reasons of sanitation and fire prevention. If, in the opinion of the Board of Directors of Blue Water Key Property Owners Association, an unsanitary or hazardous condition exists the Blue Water Key Property Owners Association reserves the right to clean up and/or mow the lots and charge the owner(s) a reasonable fee for this service. Failure to pay the charges for the clean up and/or mowing where it has become necessary for the Blue Water Key Property Owners Association to do so shall give the said association or its agent the right to place a lien against the property for this service.

9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision in which said lot is located.
10. Insofar as the hereinafter described portions of the indicated lots in the subject subdivision are concerned, to-wit:

Lot No. 80:      Beginning at the SE corner, West 60' along SBL;  
                  Thence Northwesterly to a point on NBL;  
                  Thence East 100' to NE corner;  
                  Thence South 100' to the point of beginning.

Lot No. 79:      Beginning at the SE corner;  
                  Thence West 100' along SBL;  
                  Thence Northeasterly to a point on NBL;  
                  Thence Easterly along NBL 60' to the NE corner;  
                  Thence South 100' to the point of beginning.

Lot No. 78:      Beginning at the SE corner of lot;  
                  Thence Westerly 60' along SBL;  
                  Thence Northeasterly to a point on the EBL;  
                  Thence South 40' to the point of beginning.

Lot No. 40:      Beginning at the SW corner of lot;  
                  Thence N 20' along WBL;  
                  Thence E 0 deg. 0 min. N 70';  
                  Thence Southeasterly along line parallel to SBL 100';  
                  Thence Southeasterly to a point on the SBL;  
                  Thence Northwesterly along the SBL 220' to the point of beginning.

No tile or concrete sanitary sewers, cesspool or septic tank, open-jointed drain fields shall be allowed. Nor shall any of the same ever be constructed or installed thereon. Additionally, all storm sewers located within specified distances for sanitary sewers shall be constructed so as to prevent leakage therefrom.

11. Dwellings approved for construction prior to April 18, 1992 shall have not less than 1000 sq. ft. of heated area if on the waterfront and not less than 800 sq. ft. of heated area on interior lots.
12. These restrictions, covenants and conditions may be enforced by the Blue Water Key Property Owners Association or by the owner of any lot or lots in said subdivision, either by proceedings for injunction or to recover damages for breach

thereof or both.

13. These restrictions, covenants, and conditions are to run with the land and shall be binding in perpetuity on all owners of lots within the subdivision and all persons claiming under them. These restrictions, covenants and conditions may be amended in whole or in part at any time by an instrument signed by the majority of the lot owners in the subdivision and recorded in the real property records of Henderson County, Texas.
14. No (1) inoperable or unregistered vehicle or boat, (2) farm machinery, or (3) motorized equipment, shall be parked for more than 30 days on the driveway or any portion of any lot in such a manner as to be visible from the street or any adjoining property.
15. Lot(s) located outside of the subdivision but which are adjacent to the subdivision may and shall become a member of the Blue Water Key Subdivision if an instrument signed by (1) all owners of the Lot(s) applying for membership and (2) a majority of the lot owners in the subdivision, is recorded in the real property records of Henderson County, Texas, and all requisite governmental approvals, if any, have been obtained. At such time, any such lots become subject to these restrictions, as now existing or hereinafter amended, the same as if the lot(s) had originally been shown as a specifically numbered lot on the original plat of the Blue Water Key Subdivision.
16. Each Owner of a Lot within the Blue Water Key Subdivision (as now existing or hereafter expanded) shall automatically be a member of the Blue Water Key Property Owners Association. Association membership shall be appurtenant to ownership of a Lot and ownership of a Lot is the sole criterion for membership in the Association. The Board of Directors of the Blue Water Key Property Owners Association shall have the following powers and duties:
  - (1) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
  - (2) To enforce this Declaration, the Association's bylaws, and its rules and regulations.
  - (3) To elect officers of the Board and select members of the Architectural Control Committee.
  - (4) To delegate its powers to committees, officers, or employees.
  - (5) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
  - (6) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner.

- (7) To establish and collect special assessments for capital improvements or other purposes.
- (8) To file liens against lot owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (9) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (10) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (11) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings
- (12) To hold regular meetings of the Board.
- (13) To manage and maintain any Common Area.
- (14) To pay taxes and assessments that are or could become a lien on any Common Area.
- (15) To pay the costs of any liability insurance and fire insurance on any Common Area and any liability insurance for members of the Board.

Any and all assessments that are assessed by the Board of Directors shall be assessed prorata among the owners of lots in the subdivision based upon the number of owners of lots and not on a per lot basis except that assessments for maintenance of roadways shall be assessed at a uniform rate for each lot in the subdivision. Any such assessments and any fines assessed by the Board of Directors shall constitute a lien against the lot(s) owned by the Owner subject to assessment or fine if it is not timely paid to the full extent allowed by law, and that lien shall have priority over any other charges against the lot(s) other than (1) assessments, liens, and charges in favor the State of Texas or a political subdivision of the State of Texas for taxes against the lot that are due and unpaid or (2) an obligation due against the lot under a validly recorded mortgage. At the discretion of the Board of Directors any such lien can be non-judicially foreclosed after the giving of all notices required by law or judicially foreclosed.

17. No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association; of the Association. Disputes between Owners that are not regulated by these Restrictions shall not be subject to the dispute resolution process.

In a dispute between any of the above entities or individuals, the parties must submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The

dispute will be brought before a mutually selected mediator. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Subdivision, work for any of the parties, represent any of the parties, nor have a conflict of interest with any of the parties. The Board shall endeavor to maintain a list of potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than 30 days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of assessments or fines by the Association as set out in this Declaration nor to the foreclosure of liens securing any such assessments or fines.

18. If any portion of the foregoing restrictions, covenants, and conditions shall be declared to be invalid by judgment or court order, this shall not affect the validity of any other provision or portion thereof.

We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key Subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water Key Subdivision.

Signed to be effective as of October 24, 2003.



Lot(s) No.

A

signature

*Sylvia C Hofmann*

Printed Name: Sylvia C Hofmann

*Lawrence C Hofmann*

Printed Name: Larry Hofmann

LAWRENCE C. HOFMANN

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Lawrence C & Sylvia C Hofmann

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

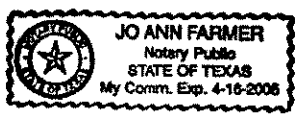
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 6, 2003.

*Jo Ann Farmer*  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



Lot(s) No.

Signature

B, C

X [Signature]  
Printed Name: Jennifer L Durham

X [Signature]  
Printed Name: Scott Durham

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Jennifer L & Scott Durham,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 14, 2003.

[Signature]

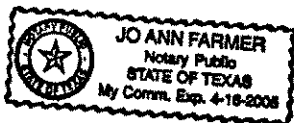
NOTARY PUBLIC IN AND FOR THE STATE

OF Texas

PRINTED NAME: Jo Ann Farmer

My commission expires:

4-16-2005



Lot(s) No.

2

Signature

Mary Dykes  
Printed Name: MARY DYKES

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Henderson

Before me Solana Farmer, a notary public on this day personally appeared Mary Dykes

Check one:

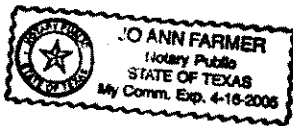
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 6, 2003.

Solana Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Solana Farmer

My commission expires:  
4-16-2005



Lot(s) No.

Signature

3

[Signature]  
Printed Name: FRANK L. LOYD JR

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Frank Lloyd, Jr.

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 6, 2003.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



Lot(s) No.

4

Signature

Harold D. Hogan  
Printed Name: HAROLD D. HOGAN

Mary W. Hogan  
Printed Name: MARY W. HOGAN

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Harold D. & Mary W. Hogan,

Check one:

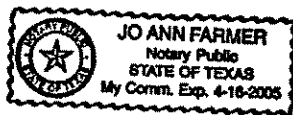
- known to me Neighbor
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 12, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



Lot(s) No.

5

signature

[Signature]  
Printed Name: THOMAS G. BRADBEER

[Signature]  
Printed Name: S. H. Bradbeer

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Thomas S. H. Bradbeer,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

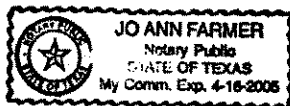
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 6, 2003.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:  
4-16-2005

PRINTED NAME: Joanna Farmer



VOL 2358 PAGE 254

Lot(s) No.

15, 41, 42, 43, 44, 85,  
86, 87, 88, 89

Signature

X Donald G. Hill  
Printed Name: Donald G. Hill

X Maxine Hill  
Printed Name: Maxine Hill

THE STATE OF Texas

COUNTY OF Henderson

Before me JoAnn Farmer, a notary public on this day  
personally appeared Donald & Maxine Hill,

check one:

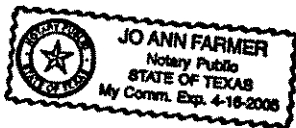
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he or she executed the  
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 10, 2003.

JoAnn Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: JoAnn Farmer

My commission expires:  
4-16-2003



Lot(s) No.

166

Signature

Michael E. Wendt  
Printed Name: MICHAEL E WENDT

Carol Wendt  
Printed Name: CAROL WENDT

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Michael E. & Carol Wendt

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

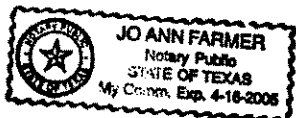
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 3, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE

My commission expires:  
4-16-2005

OF Texas  
PRINTED NAME: Jo Ann Farmer





Lot(s) No.

18

Signature

William Shelton Calvert Sr.  
Printed Name: William Shelton Calvert Sr.  
Mary L. Calvert  
Printed Name: Mary L. Calvert

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared ~~William Shelton Calvert Sr.~~ Mary L. Calvert, and

Check one: William Shelton Calvert, Sr.

- known to me
  - proved to me on the oath of \_\_\_\_\_; or
  - proved to me through \_\_\_\_\_; or
- (described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.  
Given under my hand and seal of office this Sept. 9, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires: 4-16-2005



Lot(s) No.

22

Signature

*Brenda E. Winters*

X BRENDA E. WINTERS  
Printed Name:

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Brenda E. Winters,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

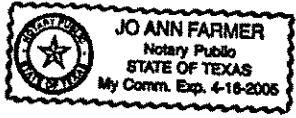
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 3, 2003.

*Jo Ann Farmer*  
NOTARY PUBLIC IN AND FOR THE STATE

My commission expires: 4-16-2005

OF Texas  
PRINTED NAME: Jo Ann Farmer



Lot(s) No.

23, 24, 25, 26

Signature

*[Handwritten Signature]*

Printed Name: Charles M. Mendenhall

*[Handwritten Signature]*

Printed Name: Laura S. Mendenhall

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Charles M. Mendenhall, III & Laura S. Mendenhall

Check one:  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Aug. 7<sup>th</sup>, 2003.

*[Handwritten Signature]*  
NOTARY PUBLIC IN AND FOR THE STATE

My commission expires: 4-16-2005

OF Texas  
PRINTED NAME: Jo Ann Farmer



Lot(s) No.

Signature

27

[Signature]

Printed Name: FRANK J. GUERIN

[Signature]

Printed Name: Sandra K. Guerin

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Frank J. & Sandra K. Guerin

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 6, 2003.

[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

PRINTED NAME: Jo Ann Farmer

My commission expires:

4-16-2005



Lot(s) No.

30431

Signature

X RICHARD A. LIPTAK  
Printed Name: Richard A. Liptak

X Dorothea Liptak  
Printed Name: DOROTHEA LIPTAK

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Richard A. Liptak

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

Dorothea Liptak

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 21, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE

OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:

4-16-2005



Lot(s) No.

Signature

47

X Odin E. Smith  
Printed Name: Odin E. Smith

X Margaret Nell Smith  
Printed Name: Margaret Nell Smith

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Odin E. Smith

check one: known to me  
— proved to me on the oath of \_\_\_\_\_; or  
— proved to me through \_\_\_\_\_  
(described identity card or document)

Margaret Nell Smith

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 22, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires: 4-16-2005



Lot(s) No.

48

Signature

Hansel Stegall  
Printed Name: HANSEL W. STEGALL  
Sarah Lillian Stegall  
Printed Name: SARAH LILLIAN STEGALL

THE STATE OF Texas

COUNTY OF Henderson

Before me JoAnn Farmer, a notary public on this day personally appeared Hansel W. Stegall & Sarah Lillian Stegall

Check one:  known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9-25, 2003.

JoAnn Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: JoAnn Farmer

My commission expires: 4-16-2005



Lot(s) No.

50857

Signature

*[Handwritten Signature]*  
Printed Name: Kelly Lansford

Printed Name: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF SMITH

Before me Glenda L. Malone, a notary public on this day personally appeared Kelly Lansford,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through TX 16783726  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9-23-, 2003.

Glenda L. Malone  
~~NOTARY PUBLIC IN AND FOR THE STATE~~  
OF TEXAS  
PRINTED NAME: Glenda L. Malone

My commission expires:  
12-11-04





Lot(s) No.  
52, 53

Signature

Margaret Teel Johnson  
Printed Name: Margaret Teel Johnson

Printed Name: \_\_\_\_\_

THE STATE OF Texas  
COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day  
personally appeared Margaret Teel Johnson

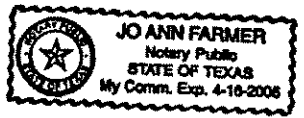
Check one:  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he or she executed the  
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 6, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
11-16-2005



Lot(s) No.

57

Signature

Paul Spitzberg, Jr  
Printed Name: Paul SPITZBERG

Marian Spitzberg  
Printed Name: Marian Spitzberg

THE STATE OF Texas  
COUNTY OF Dallas

Before me ~~was~~ Loretta Faye Oates, a notary public on this day personally appeared Jack Spitzberg and Marian Spitzberg.

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28<sup>th</sup> of August 2003.

Loretta Faye Oates  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Loretta F. Oates

My commission expires:  
4-24-05



Lot(s) No.

59

Signature

X Vicki Ann Baerlein  
Printed Name: VICKI ANN BAERLEIN

X Edwin Daniel Baerlein  
Printed Name: Edwin Daniel Baerlein

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day

personally appeared Vicki Ann & Edwin Daniel Baerlein

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 6, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE

OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



Lot(s) No.

Signature

1, 59

*Shirley Cherry*  
Printed Name: SHIRLEY CHERRY

*Marshall Cherry*  
Printed Name: MARSHALL CHERRY

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Shirley & Marshall Cherry

Check one:

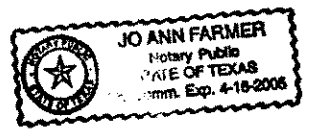
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 6, 2003.

*Jo Ann Farmer*  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



VOL PAGE  
2358 268

Lot(s) No.

Signature

100

X James S Duke  
Printed Name: JAMES S. DUKE

+ Vevelyn Duke  
Printed Name: Vevelyn Duke

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared James S & Vevelyn Duke,

Check one:

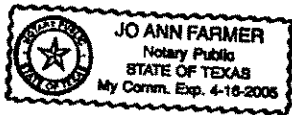
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 6, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



Lot(s) No.

Signature

76, 77, 78

Robert Gatti  
Printed Name: ROBERT GATTI

THE STATE OF TEXAS

COUNTY OF SMITH

Before me Leah D. Lampin, a notary public on this day personally appeared Robert Gatti.

Check One:

- Known to me; or
- Proved to me on the oath of \_\_\_\_\_; or
- Proved to me through \_\_\_\_\_  
(described identity card or document)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Oct. 1, 2003.

Leah D. Lampin  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS  
PRINTED NAME: Leah D Lampin

My commission expires:  
Oct. 19, 2004



VOL PAGE  
2358 270

Lot(s) No.

Signature

79, 80, 82

BLUEWATER KEY PROPERTY OWNERS  
ASSOCIATION

BY: Vicki Ann Baerlein, President  
VICKI ANN BAERLEIN, President

THE STATE OF Texas

COUNTY OF Henderson

Before me J. Ann Farmer, a notary public on this day  
personally appeared VICKI ANN BAERLEIN,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing  
instrument and acknowledged to me that she executed the same in  
the capacity stated, as the act of the corporation, for the  
purposes and consideration therein expressed.

Given under my hand and seal of office this Oct. 14, 2003.

J. Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: J. Ann Farmer

My commission expires:

4-16-2005



Lot(s) No.

81

Signature

T. W. Lyles

T. W. LYLES

Printed Name:

Jean A. Lyles

Printed Name:

Jean Lyles

THE STATE OF

Texas

COUNTY OF

Smith

Before me Celia A. Hinson, a notary public on this day personally appeared T. W. Lyles and Jean A. Lyles

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this September 15, 2003.

Celia A. Hinson

NOTARY PUBLIC IN AND FOR THE STATE

OF Texas

PRINTED NAME: Celia A. Hinson

My commission expires:

April 7, 2007





Lot(s) No.

75,107

Signature

*Maurice S. Decker*  
Printed Name: Maurice S. Decker

Printed Name: \_\_\_\_\_

THE STATE OF Texas  
COUNTY OF Smith

Before me Angela J. Mason, a notary public on this day  
personally appeared Maurice S. Decker

Check one:  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he or she executed the  
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4<sup>th</sup> of September, 2003.

*Angela J. Mason*  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS

PRINTED NAME: Angela J. Mason

ANGELA J. MASON

Notary Public, State of Texas

My Commission Expires

12/04/2006

My commission expires:

12/4/2006



Lot(s) No.

Signature

101, 20

Jerry E. Rogers  
Printed Name: JERRY E. ROGERS

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Henderson

Before me JoAnn Farmer, a notary public on this day personally appeared Jerry E. Rogers

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 3rd, 2003.

Jo Ann Farmer

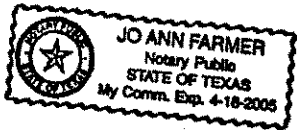
NOTARY PUBLIC IN AND FOR THE STATE

OF Texas

PRINTED NAME: JoAnn Farmer

My commission expires:

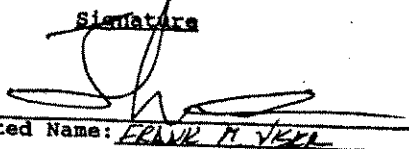
4-16-2005



Lot(s) No.

102, 103

Signature



Printed Name: FRANK M. VISER

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Bexar

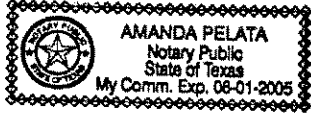
Before me Amanda Pelata, a notary public on this day personally appeared Frank M. Viser

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through MTL ID 458-1049999; or  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 26, 2003.



My commission expires:  
08-01-2005

Amanda Pelata  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Amanda Pelata

Lot(s) No.

104, 105, 110

Signature

[Signature]  
Printed Name: Howard DAVIS JR

[Signature]  
Printed Name: GEAN ELIZABETH DAVIS

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Howard Davis, JR.

Check one:  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through Gean Elizabeth Davis  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Oct. 14, 2003.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



Lot(s) No.

106

Signature

Teddy L. Haines  
Printed Name: TEDDY L. HAINES

Wanda L. Haines  
Printed Name: WANDA L. HAINES

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Teddy L. Haines, Wanda L. Haines

check one:  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 21, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2003



Lot(s) No.

Signature

108

Ronny Lawrence  
Printed Name: Ronny Lawrence

Sherree Lawrence  
Printed Name: Sherree L. Lawrence

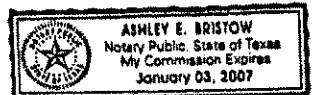
THE STATE OF Texas  
COUNTY OF Henderson

Before me Ashley E Bristow, a notary public on this day personally appeared Ronny Lawrence, Sherree L Lawrence,

Check one:  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th of September 2003.



My commission expires:  
1-3-07

Ashley E Bristow  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS  
PRINTED NAME: Ashley E Bristow

Lot(s) No.

signature

111, 112

[Signature]  
Printed Name: U. G. Rozell, Jr.

+ [Signature]  
Printed Name: Mrs. U. G. Rozell, Jr.

THE STATE OF Texas

COUNTY OF Smith

Before me Jo Ann Farmer, a notary public on this day personally appeared U. G. Rozell, Jr.

Check one: Mrs. U. G. Rozell, Jr.

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through Texas drivers license (described identity card or document)

His # 04288538-Tex, Her # 03980746  
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9-26, 2003.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires: 4-16-2003



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2358

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279

Lot(s) No.

116, 117

Signature

Grant Rozell  
Printed Name: Grant Rozell

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Smith

Before me Tricia Cooper, a notary public on this day  
personally appeared Grant Rozell

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he or she executed the  
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept. 30, 2003.

My commission expires:  
6-16-2004

Tricia Cooper  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS  
PRINTED NAME: Tricia Cooper





Lot(s) No.

113

Signature

Rhonda Koetting  
Printed Name: RHONDA KOETTING

Charles Koetting  
Printed Name: Charles Koetting

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day  
personally appeared Rhonda Koetting

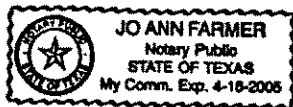
Check one: Charles Koetting  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he or she executed the  
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 2, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



Lot(s) No.

114

Signature

Pace McDonald, III  
Printed Name: PACE McDONALD, III

Judith A. McDonald  
Printed Name: Judith A. McDonald

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Pace McDonald, III

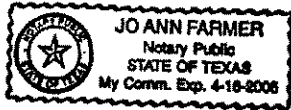
Check one:  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through Judith A. McDonald  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Sept 21, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2005



Lot(s) No.

Signature

115

X NANCY BROWN

Printed Name: Nancy Brown

X Gary Brown

Printed Name: Gary Brown

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Nancy Brown

Check one: Gary Brown

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_ (described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

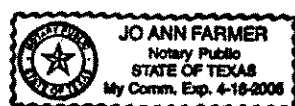
Given under my hand and seal of office this Sept 27, 2003.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE

OF Texas

PRINTED NAME: Jo Ann Farmer

My commission expires: 4-16-2005





MODIFICATION TO RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUD WATER KEY SUBDIVISION

THE STATE OF TEXAS            ( )  
  ( )    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HENDERSON       ( )

The undersigned lot owners of Blue Water Key Subdivision do hereby adopt the following modification to Restriction No. 6 as contained in those certain Restrictions, Covenants and Conditions adopted by the Blue Water Key Property Owners Association as filed for record in the County Clerk's Office of Henderson County, Texas, on the 20th day of April, 1992, in Vol. 1405, Page 614, Deed Records of Henderson County, Texas. Said modified Restriction No. 6 is as follows:

6. No water wells shall be drilled upon any of the said numbered lots by owners so long as water for domestic use shall otherwise be available to the owners of said lots. However, water wells may be drilled upon any of the said numbered lots by owners when the water is to be used strictly for irrigational purposes.

We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the above modified restrictive covenant applicable to Blue Water Key Subdivision and do hereby adopt same.

- 1. Edie & Nell Smith   Kenneth R. Smith
- 2. Sylvia C. Hofmann  
Lawrence C. Hofmann   7. Donald C. Hill
- 3. Martha Liptak  
Richard Liptak       8. Mary Dupuis
- 4. Franklin Loyd       9. Shirley Cherry
- 5. Alvin & Sindi Green   10. Jerry Rogers

11. Cecil B. Peffitt	Joseph W Brooks	25.
12. Walter L. Christensen	James F. Gitt	26.
13. Harold + Wilma Bryant	Devilge Duke	27.
14. Lamm A. Bralke	Gayle Tubbe	28.
15. Daniel Stegell	Miriam Ponder	29.
16. M. L. Whit	Amel B. <del>Brooks</del>	30.
17. Harold W. Hogan	Jessie Freeman	31.
<del>18. J. A. Farnum</del>	Cecil Freeman	
18. J. C. Foster	Nancy Bacon	32.
19. Florence Ren	Viki Bailein	33.
20. <del>Frank</del> <del>and</del> <del>Richards</del>	Jan B. Farnum	34.
21. Lenda Winters	R. <del>W. Schuman</del>	35.
22. W. J. Belland		
<del>22. J. W. Profitt</del>		
23. E. W. <del>Ward</del>		
24. Margaret Paul Johnson		

1. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

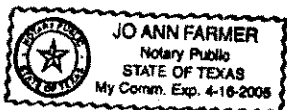
THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Odiss Smith



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

2. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

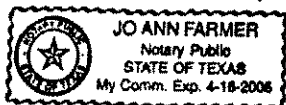
THIS INSTRUMENT was acknowledged before me on the 19<sup>th</sup> day of April,  
2002, by Lawrence Hofman + Sylvia Hofman



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

3. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

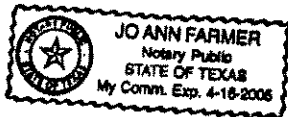
THIS INSTRUMENT was acknowledged before me on the 19<sup>th</sup> day of April,  
2002, by Richard Liptach + Dorothea Liptach



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

4. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 19<sup>th</sup> day of April, 2002,  
by Frank L. Loyd, Jr.



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

5. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Frank Guerin.



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

6. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Howard Davis.



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

7. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

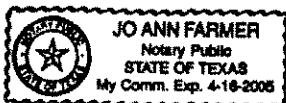
THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Donald C. Hill.



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

8. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Mary Dykes.



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



9. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Shirley Cherry



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

10. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Jenny Rogers



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

11. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Cecilia Proffitt



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

12. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Walter C. Christensen



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

13. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Wilma Bryant



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

14. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

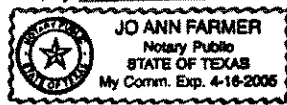
THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Tama S. Braalbeer



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

15. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Hansel Stegall



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

16. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Mike E. Wendt



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

17. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

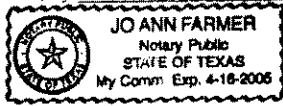
THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Harold Hogen



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

18. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by L. C. Foster



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

19. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Florence Ross



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

20. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by David Richards



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

21. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Brenda Winters



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

22. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Danny Ballard



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

23. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by F.E. Warfield & Bobbie Warfield



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

24 THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Margaret Teel Johnson



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

25. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Joseph W. Breaker



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

26. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Cornie F. Jett



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

27. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Kevelyn Duke



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

28. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Gayle Tubbs



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

29. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Miriam Pender



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

30. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Gerald Suster



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

31. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by Jessie Freeman & Cecil Freeman



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

32. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

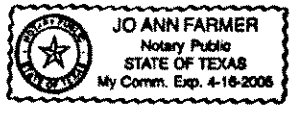
THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Nancy Brown



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

33. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

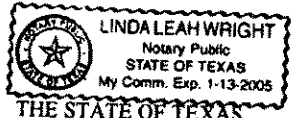
THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April, 2002,  
by Vicki Baerlein



Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

34. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

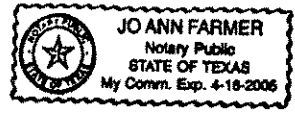
THIS INSTRUMENT was acknowledged before me on the 27<sup>th</sup> day of April,  
2002, by James B. Farmer



Linda Wright  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

35. THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the 29<sup>th</sup> day of April,  
2002, by R. Chris Cochran



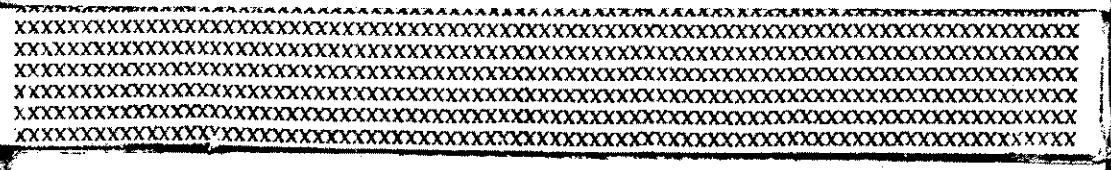
Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE STATE OF TEXAS 0  
COUNTY OF HENDERSON 0

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_ day of April, 2002,  
by \_\_\_\_\_

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

FILED FOR RECORD  
2002 MAY -3 AM 11:24  
COUNTY CLERK  
HENDERSON COUNTY, TEXAS



RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

That BECKHAM CORPORATION, a Texas corporation, being the owner of all the lots shown on the Plat of Blue Water Key Subdivision in Henderson County, Texas, as recorded in Vol. 8, page 34 Plat Records of Henderson County, Texas, SAVE AND EXCEPT those lots owned by Roy Green as hereinafter indicated, and ROY GREEN, the owner of Lots No. 16, 17, 37, 38, 89, 90, 91, 92, 93, 94, 95, and 96, shown on the Plat of Blue Water Key Subdivision in Henderson County, Texas, as recorded in Vol. 8, page 34, Plat Records of Henderson County, Texas, do hereby impress each of the specifically numbered lots designated on said Plat, of which Beckham Corporation and Roy Green are the owners, with the following restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subject premises:

1. No lot shall be used for other than residential purposes which shall include not only single family dwellings but condominiums, townhouses, and/or apartment projects as well and for private club purposes.
2. No buildings shall be erected on any of said lots or combination of any of said lots which shall have less than 1,000 square feet of floor space within the heated area if on the waterfront, or less than 800 square feet of floor space within the heated area if located on any other lot or lots.
3. No building or structure of any kind shall be located on any lot nearer to the front property line thereof than 25 feet, nearer to the back property line than 25 feet, or nearer to the side property lines than 5 feet, except, however, there shall be no restriction on the front set-back property lines on waterfront lots and the side set-back for corner lots shall be at least 12 feet.



4. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding, or mobile home, house trailer or campers shall be used on any lot at any time as a residence, either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of any house or other building it is intended to serve. All improvements shall be completed within six months from the commencement of construction. No pre-erected houses may be moved onto any lot or lots.

5. No outhouses shall be permitted on any part of the property. 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 State and local health authorities, and no outside or surface toilets shall be permitted under any circumstances.

6. No water wells shall be drilled upon any of the said numbered lots by the owner so long as water for domestic uses shall be otherwise available to the owners of said lots, but nothing herein contained shall be construed as prohibiting Beckham Corporation, its successors, assigns, or nominees from drilling a well or wells on any property located in or near the subdivision for the purpose of supplying water to the owners of any property in the said subdivision or in any addition thereto.

7. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any lot excepting dogs, cats, or other household pets except by permission of a majority of the lot owners of the said Blue Water Key Subdivision in writing.

8. All lots shall be kept clean and free of trash, garbage and debris at all times.

9. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may or become an annoyance or nuisance to the subdivision in which said lot is located.

10. Insofar as the hereinafter described portions of the indicated lots in the subject subdivision are concerned, to-wit:

Lot No. 80: Beginning at SE corner, West 60' along SBL;  
THENCE Northwesterly to a point on NBL;  
THENCE East 100' to NE corner;  
THENCE South 100' to point of Beginning;

Lot No. 79: Beginning at SE corner;  
THENCE West 100' along SBL;  
THENCE Northeasterly to a point on NBL;  
THENCE Easterly along NBL 60' to the NE corner;  
THENCE South 100' to point of Beginning;

Lot No. 78: Beginning at SE corner of lot;  
THENCE Westerly 60' along the SBL;  
THENCE Northeasterly to a point on the EBL;  
THENCE South 40' to the point of Beginning;

Lot No. 40: Beginning at SW corner of lot;  
THENCE N. 20' along WBL;  
THENCE E. 0° 0' N. 70';  
THENCE Southeasterly along line parallel to SBL  
100';  
THENCE Southeasterly to a point on the SBL;  
THENCE Northwesterly along the SBL 220' to the  
point of beginning;

no tile or concrete sanitary sewers, cesspool or septic tank open-jointed drain-fields shall be allowed. Nor shall any of the same ever be constructed or installed thereon. Additionally, all storm sewers located within specified distances for sanitary sewers shall be constructed so as to prevent leakage therefrom.

11. These restrictions, covenants, and conditions may be enforced by Beckham Corporation or by the owner of any lot or lots in said subdivision, either by proceedings for injunction or to recover damages for breach thereof or both.

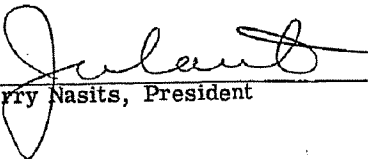
12. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of such restrictions,

covenants, and conditions being first impressed upon said property and subdivisions, after which time said restrictions, covenants, and conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the lot owners in said subdivision has been recorded agreeing to a change in said restrictions, covenants, and conditions in whole or in part.

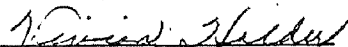
If any portion of the foregoing restrictions, covenants, and conditions shall be declared invalid by judgment or Court order, it shall not affect the validity of any other provision or portion thereof.


WITNESS OUR HANDS this the 9th day of May,  
1972.

BECKHAM CORPORATION

By:   
Jerry Nasits, President



  
Secretary

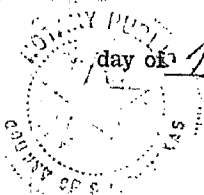
  
ROY GREEN

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS }  
COUNTY OF SMITH }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JERRY NASITS, 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 BECKHAM CORPORATION, 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 the 9th day of May, 1972.



Verian Helder  
Notary Public in and for Smith County,  
Texas

THE STATE OF TEXAS }  
COUNTY OF Smith }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of May, 1972.



Verian Helder  
Notary Public in and for Smith County,  
Texas

FILED FOR RECORD THIS 19 DAY OF May A.D. 1972 AT 11:30 O'CLOCK A M.  
JOE DAN FJWLER CLERK COUNTY COURT, HENDERSON Texas BY S.B. DEPUTY

Fred Benjamin

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson county, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas: and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subdivision:

It is, therefore, agreed that only item number four (4) of the restrictions, covenants, and conditions are changed and amended to read as follows:

- 4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, motor home, mobile home, manufactured home, house trailer or camper shall be used as a residence either temporarily or permanently. However, this restriction shall not prohibit the use of motor home, house trailer, camper or tent for the lodging of temporary guests visiting the family for a period not greater than 14 days.

No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 35 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

Any motor home, house trailer or camper which is not greater than 35 feet in length and any other trailer (including boat and utility trailers) may only be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year if it is parked or located in a designated parking area located at the rear of the main structure or at the side of the main structure behind the plane of the front facade of the main structure.

Any garage shall be constructed at the same time or subsequent to any dwelling or other structure that is intended to serve. The exterior of all dwellings and /or improvements shall be completed (including exterior painting) within 9 months from the commencement of construction. No pre-erected, used, or modular houses may be moved onto any lot or lots. All buildings other than boat houses shall be completely underpinned with no piers or piling exposed to view.

We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of April 18, 2007

Signed [Signature] 4-18-07



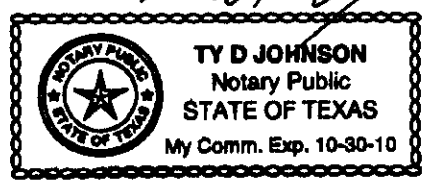
JANNETTE L. MCBRIDE My Commission Expires February 8, 2008 St. Charles County Commission #05515165

[Signature]

STATE OF MISSOURI } COUNTY OF ST. LOUIS } ss

Subscribed and sworn to before me this 16th day of April 2007

[Signature] Notary Public



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson county, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas; and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subdivision:

It is, therefore, agreed that only item number four (4) of the restrictions, covenants, and conditions are changed and amended to read as follows:

- 4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, motor home, mobile home, manufactured home, house trailer or camper shall be used as a residence either temporarily or permanently. However, this restriction shall not prohibit the use of motor home, house trailer, camper or tent for the lodging of temporary guests visiting the family for a period not greater than 14 days.

No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 35 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

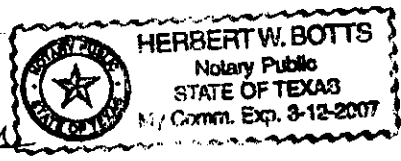
Any motor home, house trailer or camper which is not greater than 35 feet in length and any other trailer (including boat and utility trailers) may only be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year if it is parked or located in a designated parking area located at the rear of the main structure or at the side of the main structure behind the plane of the front façade of the main structure.

Any garage shall be constructed at the same time or subsequent to any dwelling or other structure that is intended to serve. The exterior of all dwellings and /or improvements shall be completed (including exterior painting) within 9 months from the commencement of construction. No pre-erected, used, or modular houses may be moved onto any lot or lots. All buildings other than boat houses shall be completely underpinned with no piers or piling exposed to view. We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of 1/26/2007

Signed Shirley Cherry

*Herbert W. Botts*  
*Henderson County, Texas*



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson county, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas: and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subdivision:

It is, therefore, agreed that only item number four (4) of the restrictions, covenants, and conditions are changed and amended to read as follows:

- 4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, motor home, mobile home, manufactured home, house trailer or camper shall be used as a residence either temporarily or permanently. However, this restriction shall not prohibit the use of motor home, house trailer, camper or tent for the lodging of temporary guests visiting the family for a period not greater than 14 days.

No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 35 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

Any motor home, house trailer or camper which is not greater than 35 feet in length and any other trailer (including boat and utility trailers) may only be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year if it is parked or located in a designated parking area located at the rear of the main structure or at the side of the main structure behind the plane of the front façade of the main structure.

Any garage shall be constructed at the same time or subsequent to any dwelling or other structure that is intended to serve. The exterior of all dwellings and /or improvements shall be completed (including exterior painting) within 9 months from the commencement of construction. No pre-erected, used, or modular houses may be moved onto any lot or lots. All buildings other than boat houses shall be completely underpinned with no piers or piling exposed to view. We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of Jan 22, 2007

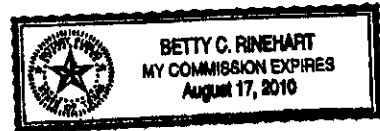
Signed Howard K. Ratcliff

Trudy M. Ratcliff

THE STATE OF TEXAS  
COUNTY OF HENDERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE  
ME ON JANUARY 22, 2007 BY HOWARD K. RATCLIFF  
AND TRUDY M. RATCLIFF.

Betty C. Rinehart



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson county, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas: and

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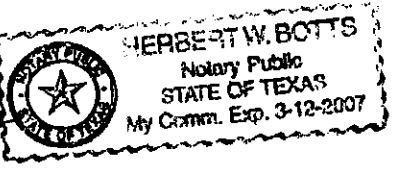
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Signed to be effective as of 1/20/, 2007

Signed [Signature]  
[Signature]

Herbert W. Botts  
Henderson County, Texas





AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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Signed to be effective as of 3-11-07, 2007

Signed [Handwritten Signature] Miriam A. Ponder



Sheila Anderson  
Sheila Anderson 3-11-07

**AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

**THE STATE OF TEXAS**

**KNOW ALL MEN BY THE PRESENTS:**

**COUNTY OF HENDERSON**

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We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of 3-11-07, 2007  
Signed Sheila Anderson  
Sheila Anderson



Sheila Anderson  
Sheila Anderson  
3-11-07

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of 20th Day January 2007
Signed Charles H. Cook Debra L. Fink

Herbert W. Botts
Henderson County Tx



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of 1/20/2007, 2007
Signed Rita M. Odell Charles Odell

Herbert W. Botts
Henderson County, Texas
HERBERT W. BOTTS
Notary Public
STATE OF TEXAS
My Comm. Exp. 3-13-2007

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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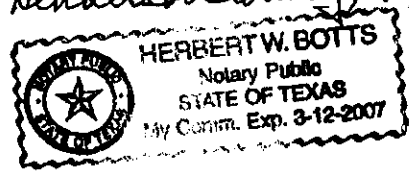
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We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of 1-30-2007

Signed Brenda E. Vinters

Herbert W. Botts Henderson County, Texas



Linda Warriner 761

**AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

**THE STATE OF TEXAS****KNOW ALL MEN BY THE PRESENTS:****COUNTY OF HENDERSON**

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson county, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas: and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subdivision:

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Signed to be effective as of 3/16/07, 2007

Signed

Linda Warriner

273 Richmond St  
Charlottesville VA

C1A 1J7

Canada



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

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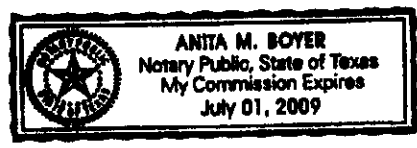
Signed to be effective as of 3/14, 2007

Signed [Signature]

State of Texas County of Harris

This instrument was acknowledged before me on 14 day of March 2007 by William Galvin.

Anita M. Boyer Notary Public's Signature My Commission Expires 07.01.2009



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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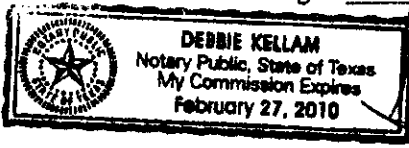
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Signed to be effective as of February 22, 2007

Signed [Signature] \_\_\_\_\_



Signed before me this 22nd day of February, 2007
Debbie Kellam



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

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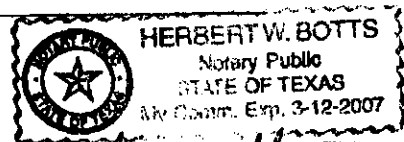
No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 35 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

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Any garage shall be constructed at the same time or subsequent to any dwelling or other structure that is intended to serve. The exterior of all dwellings and /or improvements shall be completed (including exterior painting) within 9 months from the commencement of construction. No pre-erected, used, or modular houses may be moved onto any lot or lots. All buildings other than boat houses shall be completely underpinned with no piers or piling exposed to view. We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of JANUARY 20, 2007, 2007

Signed [Handwritten Signature]  
[Handwritten Signature]



[Handwritten Signature]  
Henderson County, Texas

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson county, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas: and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subdivision:

It is, therefore, agreed that only item number four (4) of the restrictions, covenants, and conditions are changed and amended to read as follows:

- 4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, motor home, mobile home, manufactured home, house trailer or camper shall be used as a residence either temporarily or permanently. However, this restriction shall not prohibit the use of motor home, house trailer, camper or tent for the lodging of temporary guests visiting the family for a period not greater than 14 days.

No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 35 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

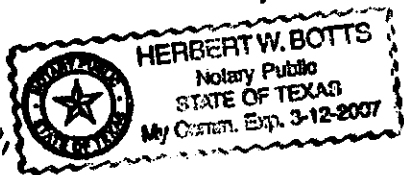
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Signed to be effective as of 1-20-2007

Signed [Handwritten Signature] \_\_\_\_\_

Herbert W. Botts Henderson County, Tex.



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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Signed to be effective as of January 1, 2007

Signed James C. Foster

Mae Foster  
Herbert W. Botts  
Henderson County, Texas



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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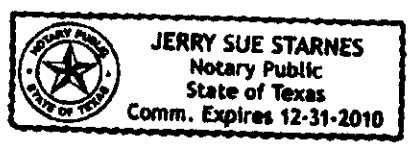
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Signed to be effective as of Jan. 23, 2007  
Signed Mary Debes [Signature]



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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COUNTY OF HENDERSON

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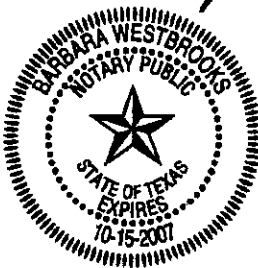
Signed to be effective as of 2-20-07, 2007

Signed: [Handwritten signatures]

State of Texas County of Henderson

This instrument was acknowledged before me on 20 day of Feb 2007

[Handwritten signature] My commission expires 10-15-07



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of 4-14-2007, 2007

Signed Jerry Rogers

Sheila Anderson 4-14-07



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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Signed to be effective as of 4-14-07, 2007

Signed Richard A. Luptak

Sheila Anderson  
4-14-07



**AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

**THE STATE OF TEXAS**

**KNOW ALL MEN BY THE PRESENTS:**

**COUNTY OF HENDERSON**

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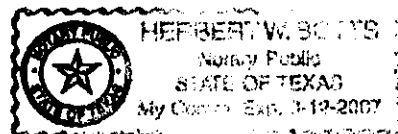
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Signed to be effective as of 1 - 20 - 2007

Signed Mark D. Johnson Herbert W. Botts  
Henderson County, Texas





AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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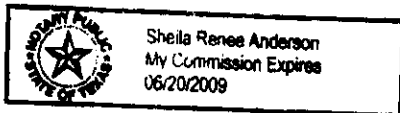
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Signed to be effective as of March 11, 2007

Signed MARIA C. JOHNSON



Sheila Anderson  
Sheila Anderson 3-11-07

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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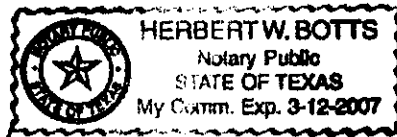
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Signed to be effective as of 01-20-, 2007

Signed David R. Richardson

Herbert W Botts Henderson county, Texas



**AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

**THE STATE OF TEXAS**

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Signed to be effective as of March 11, 2007, 2007

Signed Vera Jo Richards



*Sheila Anderson*  
*Sheila Anderson*  
*3-11-07*

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
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BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 35 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

Any motor home, house trailer or camper which is not greater than 35 feet in length and any other trailer (including boat and utility trailers) may only be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year if it is parked or located in a designated parking area located at the rear of the main structure or at the side of the main structure behind the plane of the front facade of the main structure.

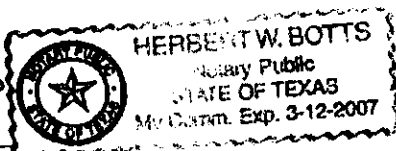
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We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of Jan 20, 2007

Signed Beth Caldwell

*Herbert W Botts*  
*Henderson County, Tex.*



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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Signed to be effective as of [Signature] 2007

Signed [Signature]



Sheila Anderson
Sheila Anderson
3-11-07

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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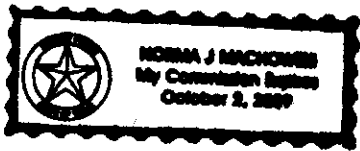
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Signed to be effective as of March 14, 2007

Signed [Signature]

STATE OF TEXAS  
COUNTY OF HENDERSON

Sworn to and subscribed before me on the 14th day of March, 2007 by Frank Loyd IV



[Signature]  
Norma J. Machowski, Notary Public

**AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

**THE STATE OF TEXAS**

**KNOW ALL MEN BY THE PRESENTS:**

**COUNTY OF HENDERSON**

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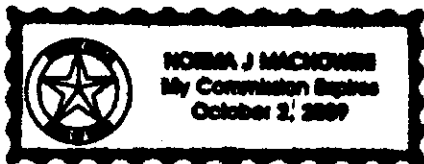
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Signed to be effective as of 03/04/07, 2007

Signed *V. D. B...*



*Norma J. Machowski*  
Notary Public  
State of Texas  
County Henderson

**AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

**THE STATE OF TEXAS**

**KNOW ALL MEN BY THE PRESENTS:**

**COUNTY OF HENDERSON**

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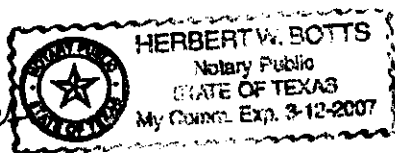
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Signed to be effective as of 1/20, 2007

Signed Stalma Bryan  
Walter G. Ch

*Herbert W Botts*  
*Henderson County, Texas*





AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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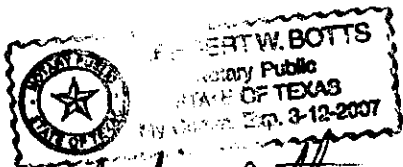
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Signed to be effective as of 1-20, 2007

Signed Walter C. Christensen



*Robert W. Botts*  
Henderson County, Tx.

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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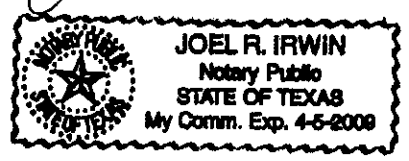
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Signed to be effective as of [Signature]

Signed 3-6-07

[Signature]



AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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Signed to be effective as of 5 Nov, 2007

Signed [Signature]



[Signature: Kimberli Caughron]

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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Signed to be effective as of 5 Apr. 07, 2007

Signed Anita Dailey



Kimberli Caughron

AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

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Signed to be effective as or 4-28, 2007
Signed M. Oates Christi Oates



Sheila Anderson
4-28-07

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THE STATE OF TEXAS

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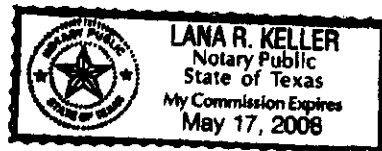
Signed to be effective as of April 23, 2007

Signed Dennis Thompson

COUNTY OF VAN ZANDT STATE OF TEXAS

SIGNED BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, BY DENNIS THOMPSON, IN VAN, TEXAS ON ABOVE DATE.

Lana R. Keelev



**AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

**THE STATE OF TEXAS**

**KNOW ALL MEN BY THE PRESENTS:**

**COUNTY OF HENDERSON**

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson county, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas; and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subdivision:

It is, therefore, agreed that only item number four (4) of the restrictions, covenants, and conditions are changed and amended to read as follows:

- 4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, motor home, mobile home, manufactured home, house trailer or camper shall be used as a residence either temporarily or permanently. However, this restriction shall not prohibit the use of motor home, house trailer, camper or tent for the lodging of temporary guests visiting the family for a period not greater than 14 days.

No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 35 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

Any motor home, house trailer or camper which is not greater than 35 feet in length and any other trailer (including boat and utility trailers) may only be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year if it is parked or located in a designated parking area located at the rear of the main structure or at the side of the main structure behind the plane of the front façade of the main structure.

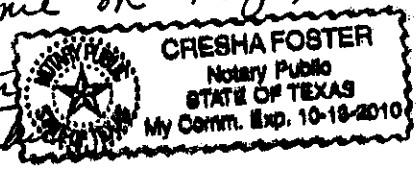
Any garage shall be constructed at the same time or subsequent to any dwelling or other structure that is intended to serve. The exterior of all dwellings and /or improvements shall be completed (including exterior painting) within 9 months from the commencement of construction. No pre-erected, used, or modular houses may be moved onto any lot or lots. All buildings other than boat houses shall be completely underpinned with no piers or piling exposed to view.

We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

Signed to be effective as of May 10, 07, 2007

Signed Ronald G. Hill

*State of Texas  
County of Henderson  
This instrument was acknowledged before me on*

*May 10, 2007*  
*Cresha Foster*  
*Notary Public*  


AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson county, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas: and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the subdivision:

It is, therefore, agreed that only item number four (4) of the restrictions, covenants, and conditions are changed and amended to read as follows:

- 4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, motor home, mobile home, manufactured home, house trailer or camper shall be used as a residence either temporarily or permanently. However, this restriction shall not prohibit the use of motor home, house trailer, camper or tent for the lodging of temporary guests visiting the family for a period not greater than 14 days.

No motor home, mobile home, manufactured home, house trailer, or camper which is greater than 35 feet in length shall be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year. These may be stored in the South Park Storage Area on a space available basis.

Any motor home, house trailer or camper which is not greater than 35 feet in length and any other trailer (including boat and utility trailers) may only be parked or located on any lot for more than 30 consecutive days or more than 60 days in any calendar year if it is parked or located in a designated parking area located at the rear of the main structure or at the side of the main structure behind the plane of the front facade of the main structure.

Any garage shall be constructed at the same time or subsequent to any dwelling or other structure that is intended to serve. The exterior of all dwellings and /or improvements shall be completed (including exterior painting) within 9 months from the commencement of construction. No pre-erected, used, or modular houses maybe moved onto any lot or lots. All buildings other than boat houses shall be completely underpinned with no piers or piling exposed to view.

We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Restrictive Covenants applicable to Blue Water Key Subdivision. We, the undersigned property owners of Blue Water Key subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water key Subdivision.

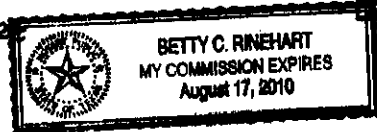
Signed to be effective as of JAN. 23, 2007

Signed [Signature] 1-23-07

THE STATE OF TEXAS COUNTY OF HENDERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 1-23-2007 BY JOSEPH W BROOKS.

[Signature]



FILED FOR RECORD at my office on the 11 day of May, 2007 10:45 o'clock A.M. GWEN MOFFETT County Clerk, Henderson County, Texas



Henderson County  
Gwen Moffeit  
County Clerk  
Athens, TX 75751

---

Instrument Number: 2012-00007468

As

Recorded On: 06/06/2012 01:17 PM Recordings - Land

Parties: BLUE WATER KEY SUBDIVISION

To: PUBLIC

Number of Pages: 39 Pages

Comment:

---

(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows:\*\***

Total Recording: 163.00

**File Information:**

Document Number: 2012-00007468

Receipt Number: 2012-08013

Recorded Date/Time: 06/06/2012 01:17 PM

Recorded By: Mary Margaret Wright

---

**\*\*\*\*\*DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\***

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.

I hereby certify that this instrument was filed and duly recorded  
in the Official Records of Henderson County, Texas



*Gwen Moffeit*

County Clerk  
Henderson County, Texas

---

**Record and Return To:**

A. LOYD  
21877 BLUEWATER RD

CHANDLER, TX 75758



**ACKNOWLEDGMENT REGARDING AMENDMENT TO RESTRICTIONS,  
COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER SUBDIVISION**

The undersigned, being the current President and Secretary of the BLUE WATER KEY PROPERTY OWNERS ASSOCIATION, do hereby certify that pursuant to the terms of the existing restrictions for the subdivision the following amendment that was proposed by the Board of Directors of the Blue Water Key Property Owners Association has been adopted by a majority of the lot owners in said subdivision:

**“AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HENDERSON

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson County, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas; and

Whereas, Amended Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision were filed in Volume 2358, Page 241 of the Real Property Records of Henderson County, Texas; and

Whereas, a request has been made by an adjacent property owner to include property owned by him as part of the Blue Water Key Subdivision for the purposes of imposes the subdivision's restrictions on his lots and giving his property access to the benefits and privileges that arise from being included within the subdivision; and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of incorporating this additional property into the subdivision and imposing on that property the general plan of development and maintenance of the subdivision;

It is, therefore, agreed that the restrictions, covenants, and conditions are changed and amended by the inclusion of the following:

- 19. The property which is described in a Gift Deed from Connie Aubuchon to Michael Aubuchon dated March 18, 2010 and recorded under Document No. 2010-00003584 in the Official Records of Henderson County, Texas (and reference is made to that instrument for a more complete metes and bounds description) is hereby included within the Blue Water

Key Subdivision, and is to be known as lot 41A and 41B thereof, and treated for all purposes with regard to the subdivision as if it were two lots (and if the ownership of said lot is subsequently legally divided, neither such divided lot shall contain less than 75 feet of road frontage [or 1/2 of the now existing road frontage if it is less than 150 feet]).

We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Amcndment to Restrictions, Covenants, and Conditions. We, the undersigned property owners of Blue Water Key Subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water Key Subdivision.

MICHAEL AUBUCHON, the owner of the property described above as being incorporated into the Blue Water Key Subdivision does agree to the incorporation into the subdivision and does agree to the imposition of the Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision to his property.

Signed to be effective as of the date of recording."

A copy of the document adopting the above amendment to the restrictions is attached hereto as an Exhibit. This acknowledgment of amendment is dated as of May 29, 2012.

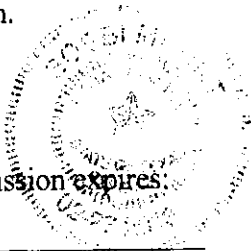
Vicki A. Baerlein / BWK POA  
Vicki Baerlein, President *President*

Andrea Loyd / Sec.  
Andrea Loyd, Secretary

THE STATE OF TEXAS

COUNTY OF Smith

This instrument was acknowledged before me on the 29 day of May, 2012, by Vicki Baerlein as President and \_\_\_\_\_ as Secretary of BLUE WATER KEY PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



My commission expires: \_\_\_\_\_

Bobbi Mount  
NOTARY PUBLIC IN AND FOR THE

STATE OF TEXAS

PRINTED NAME: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Smith

This instrument was acknowledged before me on the 31 day of May, 2012, by Andrea Loyd as Secretary of BLUE WATER KEY PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



My commission expires: \_\_\_\_\_

Bobbi Mount  
NOTARY PUBLIC IN AND FOR THE

STATE OF TEXAS

PRINTED NAME: \_\_\_\_\_

**AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO  
BLUE WATER KEY SUBDIVISION**

THE STATE OF TEXAS  
COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

Whereas, Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision (a subdivision in Henderson County, Texas as shown on plat recorded in Volume 8, Page 34 and Cabinet C, Slide 181 of the Henderson County, Texas Real Property Records) have been previously filed in the Real Property Records of Henderson County, Texas; and

Whereas, Amended Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision were filed in Volume 2358, Page 241 of the Real Property Records of Henderson County, Texas; and

Whereas, a request has been made by an adjacent property owner to include property owned by him as part of the Blue Water Key Subdivision for the purposes of imposes the subdivision's restrictions on his lots and giving his property access to the benefits and privileges that arise from being included within the subdivision; and

Whereas, the undersigned, constituting a majority of the lot owners in said subdivision, have agreed to a change in said restrictions, covenants, and conditions for the purpose of incorporating this additional property into the subdivision and imposing on that property the general plan of development and maintenance of the subdivision;

It is, therefore, agreed that the restrictions, covenants, and conditions are changed and amended by the inclusion of the following:

19. The property which is described in a Gift Deed from Connie Aubuchon to Michael Aubuchon dated March 18, 2010 and recorded under Document No. 2010-00003584 in the Official Records of Henderson County, Texas (and reference is made to that instrument for a more complete metes and bounds description) is hereby included within the Blue Water Key Subdivision, and is to be known as lot 41A and 41B thereof, and treated for all purposes with regard to the subdivision as if it were two lots (and if the ownership of said lot is subsequently legally divided, neither such divided lot shall contain less than 75 feet of road frontage [or ½ of the now existing road frontage if it is less than 150 feet]).

We, the undersigned property owners of Blue Water Key Subdivision, have read and do understand the attached Amendment to Restrictions, Covenants, and Conditions. We, the undersigned property owners of Blue Water Key Subdivision, constitute a majority of the lot owners in said subdivision as of the effective date of this amendment and agree to the change reflected herein to the restrictions, covenants, and conditions that exist on Blue Water Key Subdivision.

MICHAEL AUBUCHON, the owner of the property described above as being incorporated into the Blue Water Key Subdivision does agree to the incorporation into the subdivision and does agree to the imposition of the Restrictions, Covenants, and Conditions applicable to the Blue Water Key Subdivision to his property.

Signed to be effective as of the date of recording.

Lot(s) No.

54

Signature

*Joseph W. Brooks*

Printed Name: Joseph W. Brooks

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Henderson

Before me John Farmer, a notary public on this day personally appeared

Joe Brooks

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5-6, 2011.

*John Farmer*

NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

PRINTED NAME: John Farmer

My commission expires:

4-16-2013



Lot(s) No.

Signature

68, 69, 64 & 65

WALTER E. CHRISTENSEN  
Printed Name: Walter E. Christensen

MYRTLE CHRISTENSEN  
Printed Name: Myrtle Christensen

THE STATE OF Texas  
COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared  
Walt Christensen & Myrtle Christensen

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this May 2 2011.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE

My commission expires:  
4-16-2013

OF Texas  
PRINTED NAME: Jo Ann Farmer



Lot(s) No.

Signature

22

Brenda E. Winters  
Printed Name: BRENDA E. WINTERS

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer a notary public on this day personally appeared  
Brenda Winters

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

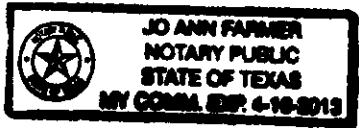
Given under my hand and seal of office this 5-6, 2011.

Jo Ann Farmer

NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:  
4-16-2013

PRINTED NAME: Jo Ann Farmer





Lot(s) No.

Signature

56

Charles Odell  
Printed Name: Charles Odell

Rita M. Odell  
Printed Name: Rita M. Odell

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared

Charles Odell & Rita Odell

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5-6, 2011.

Jo Ann Farmer

NOTARY PUBLIC IN AND FOR THE STATE

OF Texas

PRINTED NAME: Jo Ann Farmer

My commission expires:

4-16-2013



Lot(s) No.

13 & 14

Signature

Printed Name: FRED BENJAMIN

Printed Name: JANICE BENJAMIN

THE STATE OF TEXAS

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Fred Benjamin

Check one:

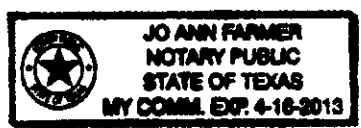
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 18, 20 11.

NOTARY PUBLIC IN AND FOR THE STATE  
 OF TEXAS  
 PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2013



Lot(s) No.

12

Signature

[Signature]  
 Printed Name: Sandy Setliff Johnson  
Sandy Setliff Johnson

[Signature]  
 Printed Name: Raymond L. Johnson  
RAYMOND L. JOHNSON

THE STATE OF Texas  
 COUNTY OF Henderson

Before me JoAnn Farmer, a notary public on this day personally appeared  
Sandy Johnson & Ray Johnson

Check one:

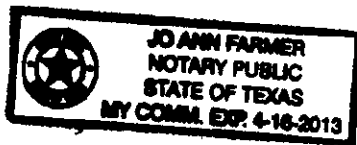
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
 (described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 9, 2011.

[Signature]  
 NOTARY PUBLIC IN AND FOR THE STATE  
 OF Texas  
 PRINTED NAME: JoAnn Farmer


My commission expires:  
4-16-2013  
[Signature]

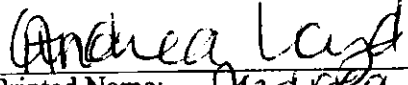


Lot(s) No.

3

Signature

  
Printed Name: Frank Loyd

  
Printed Name: Andrea Loyd

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared  
~~Frank Loyd~~ Frank Loyd & Andrea Loyd

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

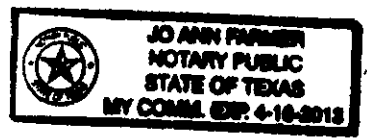
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 18, 2011.

  
NOTARY PUBLIC IN AND FOR THE STATE

My commission expires:  
4-16-2013

OF Texas  
PRINTED NAME: Jo Ann Farmer



Lot(s) No.

80

Signature

*Ricky R. Martinez*  
Printed Name: Ricky R. Martinez

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared

Ricky R. Martinez

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through Texas License # 06840131  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 9, 2011

*Jo Ann Farmer*  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:  
4-13-2013

PRINTED NAME: Jo Ann Farmer



Lot(s) No.

Signature

29

[Signature]  
Printed Name: James B. Farmer

[Signature]  
Printed Name: JO Ann Farmer

THE STATE OF Texas

COUNTY OF Smith

Before me Margaret Ann Waller, a notary public on this day personally appeared JAMES + JO ANN FARMER

Check one:

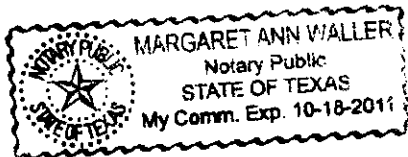
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this March 31, 2011.

Margaret Ann Waller  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: MARGARET ANN WALLER

My commission expires:  
10-18-2011



Lot(s) No.

Signature

115

Nancy Brown  
Printed Name: NANCY BROWN

Gary Brown  
Printed Name: Gary Brown

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared  
Gary Brown & Nancy Brown

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

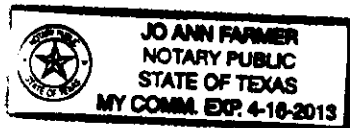
Given under my hand and seal of office this May 2, 2011.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE

My commission expires:

4-16-2013

OF Texas  
PRINTED NAME: Jo Ann Farmer



Lot(s) No.

Signature

79, 82

Vicki A. Baerlein - President / BWKPOA  
Printed Name: VICKI A. BAERLEIN - PRESIDENT /  
BWKPOA

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared  
Vicki Baerlein for Blue Water Key

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

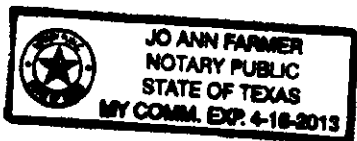
Given under my hand and seal of office this May 5, 20 11.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:

4-16-2013

PRINTED NAME: Jo Ann Farmer





Lot(s) No.

58

Signature

Vicki A. Baerlein

Printed Name: VICKI A. BAERLEIN

Edwin D. Baerlein

Printed Name: Edwin D. Baerlein

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared Vicki Baerlein & Ed Baerlein

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

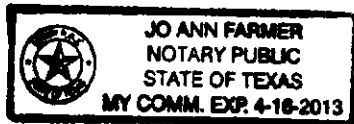
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this May 8, 20 11.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE

OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2013



Lot(s) No.

45, 46, 47

Signature

Susan K. Brownell  
Printed Name: Susan K. Brownell

Printed Name: \_\_\_\_\_

THE STATE OF TX

COUNTY OF Dallas

Before me Alicia Michalek, a notary public on this day personally appeared  
Susan Brownell,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Dec 9<sup>th</sup>, 2010.

Alicia Michalek  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TX  
PRINTED NAME: Alicia Michalek

My commission expires:

8/1/12

Lot(s) No.

Signature

37-38-39-40-48-49

Gerald Burton  
Printed Name: Gerald Burton

Cecile Burton  
Printed Name: CECILE BURTON

THE STATE OF Texas  
COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared  
Gerald Burton & Cecile Burton

Check one:  
 known to me  
 proved to me on the oath of \_\_\_\_\_; or  
 proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 2, 2011.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:  
4-16-2013

PRINTED NAME: Jo Ann Farmer



Lot(s) No.

Signature

18

William Stephen Calvert Sr.  
Printed Name: Wm. STEVEN CALVERT, Sr

Mary Calvert  
Printed Name: MARY CALVERT

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared  
William Calvert & Mary Calvert

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this March<sup>13</sup>, 2011.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:  
4-16-2013

PRINTED NAME: Jo Ann Farmer



Lot(s) No.

Signature

27

Frank J. Guerin, Jr.  
Printed Name: FRANK J. GUERIN, JR

Sandra K. Guerin  
Printed Name: SANDRA K. GUERIN

THE STATE OF Texas

COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared  
Frank Guerin, Sandra Guerin

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Dec 7, 20 10

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:

4-16-13

PRINTED NAME: Jo Ann Farmer



Lot(s) No.

Signature

4

[Signature]  
Printed Name: HAROLD D. HOGAN

[Signature]  
Printed Name: MARY W. HOGAN

THE STATE OF Texas  
COUNTY OF Henderson

Before me K. Aryn Fancher, a notary public on this day personally appeared Harold and Mary Hogan,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Mar 29, 20 11.



My commission expires:  
5/16/2014

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Chandler, TX  
PRINTED NAME: K. Aryn Fancher

Lot(s) No.

28

Signature

[Signature]  
Printed Name: Johnny B Holcomb

[Signature]  
Printed Name: Jo Anne Reeves

THE STATE OF Texas  
COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared  
Johnny B. Holcomb, Jo Anne Reeves

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Dec 10, 2010.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:

11-16-13



Lot(s) No.

9 1/2 10

Signature

*Connie E. Jett*

Printed Name: CONNIE E. JETT

*Nita C. Jett*

Printed Name: NITA C. JETT

THE STATE OF Texas

COUNTY OF Henderson

Before me JoAnn Farmer, a notary public on this day personally appeared Connie Jett & Nita Jett

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 2, 2011.

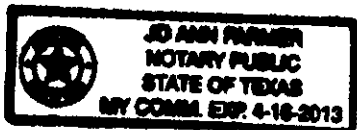
*JoAnn Farmer*

NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

PRINTED NAME: JoAnn Farmer

My commission expires:

4-16-2013





Lot(s) No.

Signature

114

Pace McDonald, III  
Printed Name: Pace McDonald, III

Judith McDonald  
Printed Name: Judith McDonald

THE STATE OF Texas

COUNTY OF Anderson

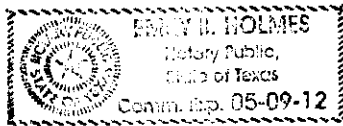
Before me Emily B. Holmes, a notary public on this day personally appeared  
Pace McDonald III & Judith McDonald,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this December 13, 2010.



My commission expires:

05-09-12

Emily B. Holmes  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Emily B. Holmes

Lot(s) No.

Signature

#6

David M. Richards  
Printed Name: David M. Richards

Vera Jo Richards  
Printed Name: Vera Jo Richards

THE STATE OF Texas  
COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared David Richards & Vera Richards

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

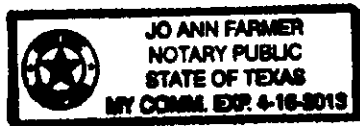
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 2, 2011.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE

OF Texas  
PRINTED NAME: Jo Ann Farmer

My commission expires:  
4-16-2013



Lot(s) No.

Signature

101720

*Terry Rodgers*  
Printed Name: TERRY RODGERS

Printed Name: \_\_\_\_\_

THE STATE OF Texas  
COUNTY OF Henderson

Before me Jo Ann Farmer, a notary public on this day personally appeared

Terry Rodgers

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

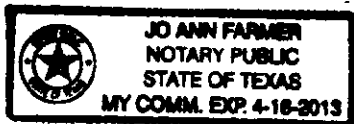
to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 2, 2011.

*Jo Ann Farmer*  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:  
4-16-2013

PRINTED NAME: Jo Ann Farmer



Lot(s) No.

Signature

1115112  
1

Grant Rozell  
Printed Name: GRANT ROZELL

U. G. Rozell, Jr.  
Printed Name: U. G. ROZELL, JR.

THE STATE OF Texas

COUNTY OF Smith

Before me Rhonda Welch, a notary public on this day personally appeared Grant Rozell and U. G. Rozell, Jr.

Check one:

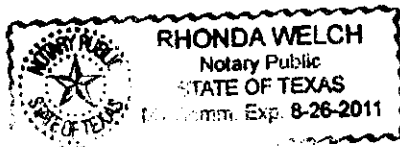
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10<sup>th</sup> day of Dec., 2010.

Rhonda Welch  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS  
PRINTED NAME: Rhonda Welch

My commission expires:  
\_\_\_\_\_



Lot(s) No.

5

Signature

*Pamela Sparks*  
Printed Name: Pamela Sparks

*Patrick Sparks*  
Printed Name: Patrick Sparks

THE STATE OF TEXAS

COUNTY OF HARRIS

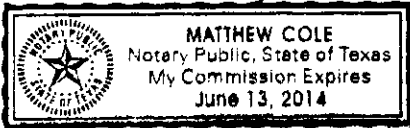
Before me Matthew Cole, a notary public on this day personally appeared  
Pamela Sparks & Patrick S. Sparks

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> of March, 2011.



*Matthew Cole*

NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS

PRINTED NAME: Matthew Cole

My commission expires:

6-13-2014

Lot(s) No.

57

Signature

*Jack Spitzberg, MD*

JACK SPITZBERG, MD  
Printed Name:

*Maxine Spitzberg*  
Maxine Spitzberg  
Printed Name:

THE STATE OF Texas  
COUNTY OF Dallas

Before me Shirley A Black, a notary public on this day personally appeared  
Jack Spitzberg / Maxine Spitzberg

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Dec 15, 2010

*Shirley A Black*  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

My commission expires:  
3-11-2011

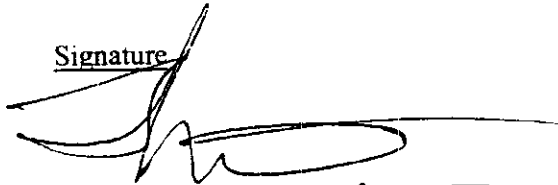
PRINTED NAME: Shirley A Black



Lot(s) No.

102 + 103

Signature



Printed Name: FRANK VISSER

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Bexar

Before me Natalie Keaney, a notary public on this day personally appeared  
23 December 2010,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through Military D.D.  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 Dec, 2010.



My commission expires:

1/19/2014

Natalie Keaney  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

PRINTED NAME: Natalie Keaney

Lot(s) No.

16

Signature

[Signature]  
Printed Name: MIKE WENDT

[Signature]  
Printed Name: CAROL WENDT

THE STATE OF Texas  
COUNTY OF Henderson

Before me JoAnn Farmer a notary public on this day personally appeared  
Mike & Carol Wendt

Check one:

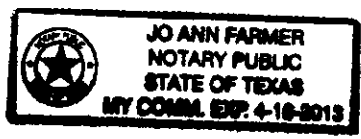
- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 2, 2011.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: JoAnn Farmer

My commission expires:  
4-16-2013






Lot(s) No.

Signature

104, 105, 108, 110

  
Printed Name: Howard DAVIS

  
Printed Name: ELIZABETH M DAVIS

THE STATE OF Texas

COUNTY OF Henderson

Before me JoAnn Farmer, a notary public on this day personally appeared  
Howard Davis & Betty Davis

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 9, 20 11.



NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas

PRINTED NAME: JoAnn Farmer

My commission expires:  
4-16-2013



Lot(s) No.

Signature

2

Lela B. Davis  
Printed Name: Lela B. Davis

Printed Name: \_\_\_\_\_

THE STATE OF Texas

COUNTY OF Harris

Before me Leah Westbrook, a notary public on this day personally appeared Lela B. Davis,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this March 22, 2011.

Leah  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Leah Westbrook

My commission expires:

3/14/2012



Lot(s) No.

Lot 1

Signature

Stephen S. Flynn  
Printed Name: STEPHEN S. FLYNN

Christi M. Flynn  
Printed Name: Christi M. Flynn

THE STATE OF Texas

COUNTY OF Harris

Before me Matthew Cole, a notary public on this day personally appeared  
Stephen S. Flynn & Christi M. Flynn

Check one

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this May 31, 2011.

Matthew Cole

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

PRINTED NAME: Matthew Cole

My commission expires:

6/13/2014



Lot(s) No.

Signature

Lot 49

[Signature]  
Printed Name: William J Galvin

Printed Name: \_\_\_\_\_

THE STATE OF Texas  
COUNTY OF Fort Bend

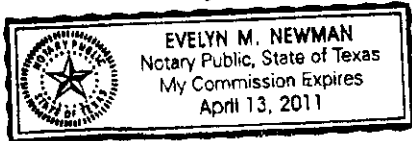
Before me Evelyn M Newman, a notary public on this day personally appeared William J Galvin,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this March 23, 2011.



My commission expires:  
April 13, 2011

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: Evelyn M Newman

Lot(s) No.

Signature

1 B

Lawrence C. Hofmann  
Printed Name: LAWRENCE C. HOFMANN

Sylvia C. Hofmann  
Printed Name: SYLVIA C. HOFMANN

THE STATE OF TEXAS  
COUNTY OF HENDERSON

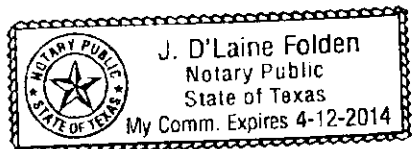
Before me J. D'Laine Folden, a notary public on this day personally appeared  
LAWRENCE & SYLVIA HOFMANN.

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through TX DL  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Dec. 10, 20 10



My commission expires:

4/12/2014

J. D'Laine Folden  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS

PRINTED NAME: J. D'Laine Folden

Lot(s) No.

Signature

30, 31

RICHARD A. LIPTAK

Printed Name: \_\_\_\_\_

Richard A. Liptak

Printed Name: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF HENDERSON

Before me Richard Liptak, a notary public on this day personally appeared \_\_\_\_\_,

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 1, 2011.

Jo Ann Farmer

NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS

PRINTED NAME: Jo Ann Farmer

My commission expires:

4-16-2013



Lot(s) No.

Signature

1/2 113

Charles Koetting  
Printed Name: Charles Koetting  
Rhonda Koetting  
Printed Name: RHONDA KOETTING

THE STATE OF Texas  
COUNTY OF Henderson

Before me JoAnn Farmer, a notary public on this day personally appeared  
Charles Koetting & Rhonda Koetting

Check one:

- known to me
- proved to me on the oath of \_\_\_\_\_; or
- proved to me through \_\_\_\_\_  
(described identity card or document)

to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 9, 20 11.

Jo Ann Farmer  
NOTARY PUBLIC IN AND FOR THE STATE  
OF Texas  
PRINTED NAME: JoAnn Farmer

My commission expires:  
4-16-2011

