4753

RESTRICTIONS, COVENANTS AND CONDITIONS
APPLICABLE TO
BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HENDERSON

That ELUE WATER KEY PROPERTY CWNERS 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 hazarardous 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 theron which may be, or may become an annoyance or nuisance to the subdivision in which said lot is located.
- 10. Insofar as the herinafter 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 SEL; 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 SEL;
 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 SEL; 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 WHL;
 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.

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13. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming undes 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
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Witness our hands this 4th day of april . 1992.

Lot No.	Signature
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COUNTY OF TENAS
Before me the undersigned, a Notary Public is and for said County and State, on this day personally appeared his wife, oth 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 having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said filling in 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 Hittory of April, 1992,
My Commission Upiced 6-13.93
(Joint Acknowledgement)
COUNTY OF TEXAS
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared he was a subscribed to the forgoing instrument, and acknowledged to me that they each executed the same for the purposes and wife of the said having been examined by ma privily and apart from her husband, and having the same fully explained to her, she, the said having the same fully explained 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 Quil, 1992. Notary Public in and for Henderson County, Texas
my commission expired 6-13-93
(Joint Acknowledgement)
THE STATE OF TEXAS COUNTY OF ALLES []
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared / January 169 and Notary W 169 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 purposed and consideration therein expressed, and the said Notary W 160
wife of the said house having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said having the same fully explained to acknowledged such instrument to be her act and deed, and she declared that she had willingly styned the same for the purposed and consideration therein expressed, and that she did in not wish to retract it.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of April 1992. Notary Public in and for Henderson County, Texas
They Commission experies 6-13-93

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Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared the same for the purposes and consideration therein expressed, and the same for the purposes and consideration therein expressed, and the same for the purposes and consideration therein expressed, and the said father and schrowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said father and privily and apart from her husband, and hering the same fully explained to her, she, the said father the same for the purposes and consideration therein expressed, and that she said in the same for the purposes and consideration therein expressed, and that she said for the same for the purposes and consideration therein expressed, and that she said for the same for the purposes and consideration therein expressed, and that she said for the purposes and consideration therein expressed in the same for the purposes and consideration therein expressed and the said for t	THE STATE OF TEXAS COUNTY OF Venderson	VOL 14U5 _{PAGE} 619
Defore me the undersigned, a Notary Public in and for said County and State, on this day personally appeared to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and they said fature. International the prival and apart trym her husband, and haying the same fully explained to her, she, the said fature. International apart trym her husband, and haying the same fully explained to her, she, the said fature. International the head willingly signed the same for the purposes and consideration therein expressed, and that she said. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the lift day of Charles 1997. THE STATE OF TEXAS COUNTY OF Alexandra 1997. Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared for the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Maring been established by me privily and apart form her husband, and having the same fully explained to her, she, the said Maring label established 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 the said Maring been established 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 had willingly signed the same for the purpose and consideration therein expressed, and the she had willingly signed the same for the purposed and consideration therein expressed, and the said Maring been established to he the said Maring been established to he had a said country and state, on this day personally appeared Maring the same fully explained to he they said the said Maring been said of country and consideration therein expressed, and the said Maring been said and that she did with the said Maring been said and consideration there		Public in and for said County and
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Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. M. Churry and State, on this day personally appeared M. M. Churry and M.	State, on this day personally appeared and Man Augusta be the persons whose names are subscril acknowledged to me that they each execution consideration therein expressed, and the wife of the said Man Man Augusta to be her act and deed, and she declare same for the purposes and consideration not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, Notary Public	A M A A A A A A A A A A A A A A A A A A
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared 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 purposed and consideration therein expressed, and the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said from her husband, and having the same fully explained to be her act and deed, and she declared that she had willingly signed the same for the purposed and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the did day of April 1992. Notary Public in and for Herderson County Threas.	(Joint Acknowle	dgement)
State, on this day personally appeared 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 purposed and consideration therein expressed, and the said of having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said of the said acknowledged such instrument to be her act and deed, and sie declared that she had willingly signed the same for the purposed and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the did day of April 1992. Notary Public in and for Herberson County Theres.		
	state, on this day personally appeared and the persons whose names are subscrib be the persons whose names are subscrib acknowledged to me that they each execu consideration therein expressed, and the wife of the said the privily and apart from her husband, and her, she, the said the her act and deed, and she declare same for the purposed and consideration not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE,	his wife, both known to me to do to the forgoing instrument, and ted the same for the purposed and e said for the purposed and having been examined by me having the same fully explained to acknowledged such instrument of that she had willingly signed the therein expressed, and that she did this the the day of April 1992

(Joint Acknowledgement)

COUNTY OF TEXAS
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dauly Management and 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 Application wife of the said Application having been examined by my privily and apart from her husband, and having the same fully explained to her, she, the said Application 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 Htday of April, 1992. **The Start Rubbattick* Notary Public in and for Henderson County, Texas
They Commission Upones 6-13-93
(Joint Acknowledgement)
COUNTY OF Nenduson
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared face me for the purpose and the fersons 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 for the purposes and wife of the said from her husband, and having the same fully explained to her, she, the said from her husband, and having the same fully explained to her, she, the said for the purposes and consideration therein expressed, and 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 Quil, 1992. Alulus Kirknatick Notary Public in and for Henderson County, Texas
Notary Public in and for Henderson County, Texas
My Commission Upries 6-13-93
(Joint Acknowledgement)
THE STATE OF TEXAS COUNTY OF Sendinson
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared the said of the persons whose names are subscribed to the forgoing instrument, and acknowledged to me that they each executed the same for the purposed and consideration therein expressed, and the said having been examined by me privily and apart from her/husband, and having the same fully explained towher, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposed and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of Aparts 1992. Notary Public in and for Hengerson County, Texas

THE STATE OF TEXAS,	I YOU I AUJUPAGE () C. I
COUNTY OF Wendinson	j ·
Before me the undersigned, a Notar	y Public in and for said County and
State, on this day personally appeare	
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to be her act and deed, Land she decla	red that she had willingly sagned the
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GIVEN UNDER MY HAND AND SEAL OF OFFICE	E, this the Hold day of and 1997.
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Dan	ic in and for Harderson County, Texas
Notary Publ	ic in and for Hemilerson County, Texas
Me	Commission Ugines 6-1343
(Joint Acknow	ledgement)
THE STATE OF TEXAS,	
COUNTY OF War days	
COMMITTED TO STATE OF THE STATE	
Before me the undersigned, a Notar	y Public in and for said County and
State, on this day personally appeared	Connie + Jet
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GIVEN UNDER MY HAND AND SEAL OF OFFICE	e, this the 4 m day of april 1992.
Hun	in and for Henderson County, Texas
Notary Public	in and for Henderson County, Texas
Vi. A.	1/24 / 136
my co	musion april 6-13-53
(Joint Acknow)	ledgement)
THE STATE OF TEXAS	
COUNTY OF Genderson	
Before me the undersigned, a Notary	Public in and for said County and
State, on this day personally appeared	
and Mai Fastin	, his wife, both known to me to
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GIVEN UNDER MY HAND AND SEAL OF OFFICE	this the 4th day of typical ,1992
Alur	line Herkon to itale is
Notary Dublic	in and for Henderson County, Texas

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THE STATE OF TEXAS COUNTY OF Youndleson
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared 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 his having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said that having the same fully explained to her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she add not wish to retract it.
Notary Public in and for Herrierson County, Texas No Communion Upus 6-13-53
(Joint Acknowledgement)
THE STATE OF JEXAS]
COUNTY OF Nenders
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared for the foreign instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said for the purposes and consideration therein expressed, and the said for the purposes and consideration therein expressed, and that said for the said for the purpose and consideration the said for the said for the said for the purpose and consideration therein expressed, and that she had willingly signed they same for the purposes and consideration therein expressed, and that she did the not wish to retract it.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the Ath day of Office, 1992,
Notary Public in and for Henderson County Texas
My Commission expires 6-13-93
(Joint Acknowledgement)
THE STATE OF TEXAS COUNTY OF VIN BLOOD
Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared his fife, both known to me to be the fersons shose names are subscribed to the forgoing instrument, and acknowledged to me that they each executed the same for the purposed and consideration therein expressed, and the said having been examined by me privily and apart from Mer husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposed and consideration therein expressed, and that she wild not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the fladay of first 1992. Notary Public in and for Henderson County Jexas
They Commission Upress 6-13-93

STATE OF TEXAS COUNTY OF NAMED AGAINST This instrument was acknowledged before me on the the day of the commission expires: (Acknowledgement) STATE OF TEXAS COUNTY OF TEXAS COUNTY OF TEXAS COUNTY OF TEXAS (Acknowledgement) This instrument was acknowledged before me on the the day of the commission expires: (Acknowledgement) (Acknowledgement) STATE OF TEXAS COUNTY OF This instrument was acknowledged before me on the day of the commission expires: (Acknowledgement) STATE OF TEXAS COUNTY OF This instrument was acknowledged before me on the day of the commission expires: (Acknowledgement) STATE OF TEXAS COUNTY OF This instrument was acknowledged before me on the day of the commission expires: (Acknowledgement) COUNTY OF This instrument was acknowledged before me on the day of the commission expires: (Acknowledgement) COUNTY OF This instrument was acknowledged before me on the day of the commission expires: (Acknowledgement) COUNTY OF This instrument was acknowledged before me on the day of the commission expires: (Acknowledgement) COUNTY OF This instrument was acknowledged before me on the day of the commission expires: Notary Public, State of Texas (Acknowledgement) COUNTY OF This instrument was acknowledged before me on the day of the commission expires: Notary Public, State of Texas COUNTY OF This instrument was acknowledged before me on the day of the commission expires: Notary Public, State of Texas		
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My commission expires: G-/3-93	· · · · · · · · · · · · · · · · · · ·	and the second second
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y commission expires:	This instrument was acknowledged before	re me on theday of
		•
		tary Public, State of Texas

vol 1405 _{Page} 624	
Witness our hands this	4 day of February, 1992.
10t No. 37	Meilene Williams
	(Acknowledgement)
This instrument was acknown to the Markett Mar	wledged before me on the 4 day of February Course Collins Notary Public, State of Texas
	(Acknowledgement)
STATE OF TEXAS COUNTY OF	
This instrument was acknown 1992 by	wledged before me on theday of,
My commission expires:	
	Notary Public, State of Texas

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Witness our hands this	1 day of 1992.
Lot No.	Signature
98-99	- DB Stought
<u> </u>	
af.	(Acknowledgement)
COUNTY OF THE COUNTY OF]
This instrument was acknow. 1992 by D.B. Stough	ledged before me on the 7 day of FED
My commission expires:	100.1 (1917)
7-8-99	Notary Public, State of Jemes (1)
	(Acknowledgement)
	() and the same of the same o
COUNTY OF	
This instrument was acknowl 1992 by	edged before me on theday of
My commission expires:	·
	Notary Public, State of Texas
	•

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Witness our hands	this 27th day of	<u>March</u>	, 1992.
Lot No.		Signatu	re
• ** •	1.	Dierro. 9	Rle .
<u>`50</u>	7		
	-		
	(Acknowledg	yement)	
STATE OF TENNEK KANSAS	. 1		
COUNTY OF SEDGWICK	j		
This instrument was ac 1992 by J. GEORGE KLE	cknowledged before a	ne on the 27th da	y of <u>March</u>
My commission expires:		()	//
7/10/12	_[]/(Munix	Mando
	Nota:	Public, State	of Research
	WILLIAM D. HATE	39	
			· · · · · · · · · · · · · · · ·
	(Acknowled	gement)	
STATE OF TEXAS COUNTY OF)		
This instrument was a	cknowledged before m	ne on the da	y of,
My commission expires:			
	Notai	ry Public, State	of Texas

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	Witness our hand	s this //7/2	ay of Februa	7-7
	Lot No.		S1c	nature
	49		ESTATE OF	MARY B. COTTED
		(Ack	nowledgement)	
parch	STATE OF THOUSE LOUISIA COUNTY OF ST. TAME			
	This instrument was a 1992 by JAN T.	cknowledged b	efore me on the 114	h day of February,
	My commission expires: at death		Notary Public, S	tate of Texas La.
		(Ack	nowledgement)	
	STATE OF TEXAS COUNTY OF]		
	This instrument was a 1992 by	cknowledged be	sfore me on the	_day of,
	My commission expires:		,	
			Notary Public, St	ate of Texas

, vol. 1405page 628	
Witness our hand	s this /B day of FEBUARY 1992.
<u>iot No.</u> 64	Signature Solan Hest, Ja
	- Cothy Hist
	(Acknowledgement)
STATE OF TEXAS	
This instrument was	acknowledged before me on the Aday of Selecting
My commission expires:	Sour Diace
7.41.93	Notary Public, State of Texas
	(Acknowledgement)
STATE OF TEXAS	
This instrument was	acknowledged before me on the public day of Tuhunany
My commission expires:	Sand Jack
2.31.93	Notary Public, State of Texas

·
Witness our hands this 18 day of March . 1992.
Lot No. Signature
Margart Tel 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 NOTARY PUBLIC State of Texas Comm. Exp. 02:10:93
(Acknowledgement)
STATE OF TEXAS] COUNTY OF]
This instrument was acknowledged before me on theday of
My commission expires:
Notary Public. State of Texas

VOL 1405PAGE 630	
Witness our hands th	nis 13th day of February, 1992.
101° No. 57 57	Jach Afrikay, Mo
	(Acknowledgement)
STATE OF TEXAS DAVIDOS This instrument was ackr 1992 by RHONDAR My commission expires: 12-28-95	nowledged before me on the 13 day of February
	(Acknowledgement)
STATE OF TEXAS COUNTY OF]
This instrument was ackn 1992 by	nowledged before me on theday of,
My commission expires:	
	Notary Public, State of Texas

. . .

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Witness our hands this /	<u> </u>
Lot No.	Signature
I B	Mrs. Dale Ragsin
()	Acknowledgement)
STATE OF TEXAS COUNTY OF VAN ZANDT]
Tille Instrument was acknowledge	d before me on the 17day of FEB
Mrs. Dale R	a. fall
by commission expires:	IC Grandens
MAR. 301993	Notary Public, State of Texas
OALLNS Jack	
()	Acknowledgement)
STATE OF TEXAS COUNTY OF	
This instrument was acknowledged	d before me on theday of
My commission expires:	
	Notary Public, State of Texas

Witness our hands this	13 day of april 1992.
ot No.	Signature
4 2 15	Chis Flecker
	<u> </u>
•	
	(Acknowledgement)
TATE OF TEXAS -	1
This instrument was acknow	ledged before me on the 4 day of Opri
	<u> </u>
y commission expires:	Jana Lennard
JAN SAYE KENNARD	Notary Public, State of Texas
NOTARY PUBLIC State of Texas Comm. Exp. 05-18-93	,
State of Texas Comm. Exp. 05-18-93	
State of Texas Comm. Exp. 05-18-93	(Acknowledgement)
State of Texas Comm. Exp. 05-18-93	(Acknowledgement)
State of Texas Comm. Exp. 05-18-93 STATE OF TEXAS COUNTY OF	(Acknowledgement)

Notary Public, State of Texas

1500 100-1	VOL 14U5PAGE 535 1992.
Lot No. Signature	
16 George R. M. World C. Way	- agran
(Acknowledgement)	
STATE OF TEXAS COUNTY OF Smith	
This instrument was acknowledged before me on the 13 day of 1992 by FAYE COPELAND.	april,
My commission examples FAYE COPELAND /-2+93 FAYE COPELAND FAYE COPELAND Notary Public, State of Texas Ny Comm. Exp. 1-21-91 My Comm. Exp. 1-21-91	land
and the state of t	
(Acknowledgement)	**************************************
STATE OF TEXAS [
This instrument was acknowledged before me on theday of 1992 by	
My commission expires:	
Notary Public, State of T	exas

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VOL	14U5PAGE_1534.
	Witness our hands this 15 day of April 1992. Lot No. Signsture August Layd
	(Acknowledgement)
بمور	STATE OF TEXAS (mittle)
A CONTRACT	This instrument was acknowledged before me on the 15 day of April 1992 by A Jrank Aud
	commission expires: Commission expires:
	(Acknowledgement)
	STATE OF TEXAS (MITTAL)
100 mm	This instrument was acknowledged before me on the /S day of (ful) 1992-by

r sidene Sidene ij

VOL 1405 PAGE 635 Witness our hands this 14 day of Oppil Lot No. 1018107 (Acknowledgement) STATE OF TEXAS This instrument was acknowledged before me on the 1992 by Maurilla Clarke My commission expires: Notary LANDIT State of Texas (Acknowledgement) STATE OF TEXAS COUNTY OF This instrument was acknowledged before me on the 1992 by_ My commission expires: Notary Public, State of Texas

Witness our hands this // day of Africa, 1992.

Lot No.

Signature

29.30.3/

Wands A Haines

(Joint Acknowledgement)

THE STATE OF TEXAS

COUNTY OF Hondlings |

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared TEDDLY AINES and WADA I 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 WADA I HAINES having been examined by me privily and apart from her/husband, and having the same fully explained to her, she, the said WADA L HAINES having been examined by me privily and apart from her/husband, and having the same fully explained to her, she, the said WADA L HAINES having been examined by me privily and apart from her/husband, and having the same fully explained to her, she, the said WADA L HAINES having seen examined by me privily and apart from her/husband, and having the same fully explained to her, she, the said WADA L HAINES having been examined by me privily and apart from her/husband, and having the same fully 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 // Bay of light, 1992.

Notary Public in and for Henderson County, Texas

Z.hazan

witness our hands this /	vol 1405 Page 637
Lot No58	Hanold Johnson
	(Acknowledgement)
STATE OF TEXAS / country of	
This instrument was acknowle	adged before me on the 16th day of April,
My commission expires:	Mayle Julys Notary Millic, State of Texas
35 10/17.	
	(Acknowledgement)
STATE OF TEXAS	
1992 by	edged before me on theday of
My commission expires:	Notary Public, State of Texas

#

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Witness our	hands this 1644 day of April , 1992.
Lot No.	Signature
104-105	Hauferd Chil
23_100	Elizabeth M Davis
	0

(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 Howard Davis Ir. and Flizabeth M. Davis, 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 Flizabeth T. Davis, wife of the said Howard Davis Ir. having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Elizabeth T. Davis 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/6/2 day of April, 1992.



Notary Public in and for Henderson County, Texas

FRED FOR RECORD THIS JOHN DAY OF CAPUL A.D. 19 92 AT 12:12 O'CLOCK PROGREN MOFFEIT CLERK COUNTY COURT HENDERSON CO. TEXAS BY 200 DEPUTY

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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.

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.

- 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, towit:

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

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thereof or both.

- 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.
- 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:
 - To adopt rules and regulations to implement this Declaration and the Association's bylaws.
 - To enforce this Declaration, the Association's bylaws, and its rules and regulations.
 - To elect officers of the Board and select members of the Architectural Control Committee.
 - To delegate its powers to committees, officers, or employees.
 - To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting. To establish and collect regular assessments to defray
 - expenses attributable to the Association's duties, to be levied against each Owner.

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> To establish and collect special assessments for capital improvements or other purposes.

To file liens against lot owners because of nonpayment of assessments duly levied and to foreclose on those liens.

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.

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.

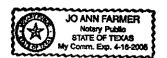
18. If any portion of the foregoing restrictions, covenants, and conditions shall be declared to be invalid by judgment or court order, this shall not affect the validity of any other provision or portion thereof.

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.

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Lot(s) No		Signature
<u>A</u>	•	Printed Jame: Sylvia Litofmann
•		Printed Name: LAYMI Hofmann LAWRENCEC, HOFMANN
THE STATE	OF Texa	5
COUNTY OF	Hende	<u>~5</u> ~
Before me personally Check one:	Jo Anu for appeared La.	wrence C4 Sylvia CHofmann
<u></u>	known to me proved to me on proved to me thr	the cath of; or ough; or described identity card or document)
same for th	rson whose name and acknowledge he purposes and o	is subscribed to the foregoing i to me that he or she executed the consideration therein expressed.
Given under	my hand and sea	al of office this <u>Sept.6</u> , 2003.
		Lo an In
My commissi	on expires:	OF THE STATE OF THE STATE PRINTED NAME: Jo Han Familia

MIT.



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Lot(s) No.

Signature

<u>B</u>, c

\times \bigcirc	W	n L	***	~ Lan
Printed	Name :	Jemi	16× 1	Durhan
$\checkmark \circlearrowleft$	2	-		
Printed	Name:	DUTT.	Dex H	WC -

THE STATE OF Tex es
COUNTY OF Henclesson
personally appeared Tennifer LA Scott Durham,
Check one: known to me proved to me on the cath of 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 5ept. 14, 2003. NOTARY PUBLIC IN AND FOR THE STATE
My commission expires: H-16-2005 PRINTED NAME: J. Ann. F. Come.



VUL.	TAGE: .	
2358	250	
Lot(s) N	'Q .	Signature
	-	Printed Name: Mary Dykes
		Printed Name:
COUNTY O	F Hence	Du Tee
Check one	: Known to me	Farmer, a notary public on this day Many Dykes
	proved to me on proved to me th	the cath of; or rough; or (described identity card or document)
SOME TOP 1	erson whose name t and acknowledg the purposes and	is subscribed to the foregoing ed to me that he or she executed the consideration therein expressed
Given unde	er my hand and so	sal of office this Sept. 6, 2003.
My commiss	ion expires: 16 - 2005	NOTARY PUBLIC IN AND FOR THE STATE OF PRINTED NAME: So Ana Farman



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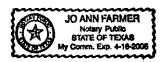
Lot(s) No.

Signature

-

FRANK L. LOYD JR

THE STATE OF TOWN
country of Henderson
Before me John farme, a notary public on this day
personally appeared frankling of Ta
Check one:
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.
NOTARY PUBLIC IN AND FOR THE STATE
Mrs. manuscal and a second
Hy Commission expires: OF The State of PRINTED NAME: T. A. C.
PRINTED NAME: J. A. Contraction



. VOL	PAGE .			
2358	252	•		
Lot(s) No.			Signature	* * * **
4		Printed	Name: HAROLO	D. Hour
		Printed	Name: MARY W	1 HOGAN
THE STATE OF	Texas	•		
COUNTY OF	Hende.	~ 5 c/~		
Before me	$\Box A$		a notary public	
personally ap	peared //	Lenner,	a notary public	on this day
Check one:		· ·	Maryl	uttogan.
knoi	on to me N	rechhou	•	·
prov	ved to me on ved to me thr	the oath of		; or
	(•	described id	entity card or o	
to be a person				
some for the b	urposes and o	consideration	ne or sne execu	ted the
Given under my	hand and sea	al of office	this Sept.	17
	_			<u>~~</u> , 2003.
				4
16.		NOTARY PU	BLIC IN AND POB	THE STATE
My commission	expires:	01/	Tryar	
4-16.	- 2005	PRINTED N	AME: J. Ann	Farmer
				•
•	i	。((农川	ANN FARMER Notary Public TATE OF TEXAS OTHER. Exp. 4-16-2005	·



• •

VOL PAGE 2358 253

Signature THE STATE OF THES **COUNTY OF** amer, a notary public on this day personally appeared Tho mar 4 5. H. Bradbeer Check one: known to me proved to me on the oath of 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 Seft. My commission expires: 71× 45 PRINTED NAME:



Lot(s) No.

VOL. PAGE 2358 254

Lot(s) No.

15, 41, 42,43, 44,85, 86, 87, 88, 97

Signature

_

THE STATE OF Texas
COUNTY OF Hendes to
Before me Juffra farmer, a notary public on this day personally appeared Donalalof Maxine Hill. Check one:
personally appeared Donalalof Maxing Hill
Check one:
known to me
proved to me on the
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. 10, 2003.

My commission expires:

PRINTED NAME:



PAGE

2358

255

DOCISI NO.	Signature
166	Printed Name: MICHAR E WENT
THE STATE OF JOX &S	
THE STATE OF 1/02 Q1	*
COUNTY OF Hendenson	
Potoro // /	
Detote me	a notary public on this day
Feeting 11 appeared ////C/	hael F. & Carol Wendy
Check one: known to me proved to me on the proved to me throug (des	oath of; or h
to be a person whose name is instrument and acknowledged t same for the purposes and con	
Given under my hand and seal	of office this 5eff. 3, 2003.
My commission expires:	NOPARY PUBLIC IN AND FOR THE STATE OF
JO ANN FARMER Notary Public STATE OF TEXAS My Contra, Exp. 4-16-2005	

VOL PAGE	
2358 256	
Lot(s) No.	Millier Shelfs Calvet Lv. Printed Name: William Existed CALVERT CR. Printed Name: MARY: CALVERT CR.
THE STATE OF Te	×as
COUNTY OF A	dese
Before me	· E
personally appear	n farmen, a notary public on this day
personally appeared	iam Shelton Calvert, and
Check one:	
known to me	
proved to m	e chrough ; or
	(described identity card or document)
to be a person whose	name in the state of document)
instrument and acknow	name is subscribed to the foregoing
tor the purposes	and consideration therein executed the
Given under my hand ar	of cost of cost
	a seal of office this Sept. 9, 2003.
	10 10 1
My commission expires:	NOTARY PUBLIC IN AND FOR THE STATE
-4-16-2w	
	PRINTED NAME: 5- Ann Forms
	JO ANN FARMER Notary Public STATE OF TEXAS NY COMIN. Em. 4-16-2006

#1

VOL PAGE 2358 257

Lot(s) No	Signature Drenda E. Winters **ERENDA E. WINTERS Printed Name:
Ē	Printed Name:
Check one:	ath of; or ibed identity card or document)
same for the purposes and considered to same for the purposes and considered under my hand and seal of NY commission expires:	me that he or she executed the deration therein expressed.



VOL 2358	PAGE 258
10t(1) 110.	<u> 26</u>
THE STATE (of <u>Tex</u>
COUNTY OF	Hen
	appeared
to be a pe instrument	rson whose

Signature

De Manus Mandendelle

Printed Name: Mandendelle

Printed Name: Laura S. Mendendel

An farmer, a notary public on this day

Charles M. Mendendelle

Mendendelle

me on the oath of ______; or

me through

(described identity card or document)

e 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. 7th, 2003.

a sear of office this 1749, 1-, 200

NOTARY PUBLIC IN AND FOR THE STATE

My commission expires: OF 14-16-2005 PRINTED NAME

PRINTED NAME: John Face

JO ANN FARMER
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-18-2006

Ħ

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Lot(s) No.

Signature

27

Printed Name: FRANK J. GUERIH

Lanha K. Sueria

Printed Name: Bendra K. Gueria

THE STATE OF Texas
COUNTY OF Headles From
Before me <u>JoAnnfarmen</u> , a notary public on this day personally appeared frank T. T. January Comments
personally appeared Frank T. & Sandrak 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. b , 2003.
NOTARE PUBLIC IN AND FOR THE STRATE
My commission expires: OF TELLS
4-16-2005 PRINTED NAME: TO Ann France



VOL PAGE 2358 260

Lot(a) No.

Signature

30431

X RICHARD AND (PTAK Printed Name: Kuband a. Lystak L Struthen Liptak Printed Name: DORFHEA LIPTAK

THE STATE OF THE
COUNTY OF Hendenson
personally appeared Richard A notary public on this day
Dirothea Lintak
known to me
proved to me on the oath of
proved to me through ; or
(degree had)
(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 goal as
Given under my hand and seal of office this Sept 21, 2003.
(n) Clar - I
John Ta
NOTARY PUBLIC IN AND FOR THE STATE
*
W- 11 - 3
PRINTED NAME: Je Han For
Je Man Tarne



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Lot(s) N	Q.
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Signature

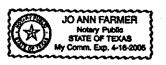
47	Printed Name: Odis E Smith
	Printed Name: Odis E Smith
	X: Margart Mare South Printed Name: Narigeral New Saint
	Printed Name: Nacques Nell Saint

THE STATE OF Texes
COUNTY OF Henderson
Before me To Ann Farme, a notary public on this day
personally appeared Odis E. Smith
check one: Known to me Check one: Rangaret Nell Smith
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 5eff 22. 2003.
Ja Court
My commission expires: OF OF
11-9-05
PRINTED NAME: To Ham + a cme



VOL PAGE 2358 262 Lot(s) No. Signature Printed Name: THE STATE OF COUNTY OF a notary public on this day personally appeared Stegall Check one; Lillian known to me proved to me on the oath of 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 2003. My commission expires: 16-2005

PRINTED NAME:



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263

Lot(s) No.

50451

Printed Name; RIM I ansford

THE STATE OF TEXAS	
COUNTY OF SMITH	•
Before me Gental Ma personally appeared Kel	lone, a notary public on this day
Check one: known to me proved to me on t proved to me thro (d	the cath of ; or country card or document)
instrument and acknowledged	is subscribed to the foregoing I to me that he or she executed the consideration therein expressed.
Given under my hand and sea	al of office this $Q-3-3-$, 2003.
	Schole J. Ma One NOTARY PUBLIC IN AND FOR THE STATE
My commission expires:	OF TOXAS
12-11-04	PRINTED NAME: GLENIOA L. MALENE

Printed Name:



VOL PAGE 2358 264 Lot(s) No. Signature Printed Name: THE STATE OF COUNTY OF , a notary public on this day personally appeared Margaret Check one: known to me proved to me on the oath of 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 Sef

PRINTED NAME:

JO ANN FARMER
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-16-2006

My commission expires:

2358 265 Lot(s) No. Signature SP1728146 Texas THE STATE OF COUNTY OF Before me Loretta Faye Oates, a notary public on this day personally appeared Spitzberg and Marian Spitzberg, Jack Check one: known to me proved to me on the oath of 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

My commission expires: 4-24-05

POINTE PAYE DOLLA NOTARY PUBLIC IN AND FOR THE STATE OF 10 XQ S PRINTED NAME: LOVE Ha F. Oxfor

VOL

PAGE



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VOL	PAGE :	
2358	266	
Lot(s)	40 <u>.</u>	Signature
_58		X Vide: ann Baerlein Printed Name: VICKI ANN BACKIEIN
		Printed Name: Edwin Danie Bardein
	E OF Tex	
COUNTY (OF <u>Henole</u>	-100
Before m	· Ja Ann-	TRAME A NOTAME MILLS
personal	ly appeared 📙	Farmen, a notary public on this day icki Ana & Eduin Daniel.
		Baerlein
	known to me	
	proved to me	on the cath of; or
		(described identity card or document)
same for	the purposes a	ume is subscribed to the foregoing edged to me that he or she executed the and consideration therein expressed.
Given und	er my hand and	seal of office this Sept 6, 2003.
	·	
•		La May
What many t		NOTARY PUBLIC IN AND FOR THE STATE
my COmmis	sion expires:	OF The STATE

PRINTED NAME: To Ann

JO ANN FARMER
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-18-2006

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Lot(s) No.

Signature

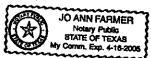
1,59

Printed Name: SHIRLEY CHERRY
Printed Name: MAKSHALE CHERRY

THE STATE OF TRUES
country of Hendenson
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; 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 52pt. 6. 2003.
NOTARY PUBLIC IN AND FOR THE STATE
My commission expires: OF Texas
4-16-2005 PRINTED NAME: Joffun Former



VOL PAGE	,
2358 268	
Lot(s) No.	Signature
40	Printed Name: JAMES S. DUKE
	Printed Name: Vevelyn Duke
THE STATE OF	
COUNTY OF #	<u>colerson</u>
Before me	Ann farma, a notary public on this day
personally appears	ed James 5 of Vevelyn Duke,
L known to	•
	(described identity card or document)
same for the purpo	se name is subscribed to the foregoing nowledged to me that he or she executed the ses and consideration therein expressed.
Given under my han	d and seal of office this Seft 6, 2003.
My commission expired the second seco	NOTARY PUBLIC IN AND FOR THE STATE



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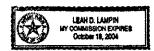
Lot(s) No.

Signature

76,77,78

Robert Satti Printed Name: Report Galle

THE STATE OF TEXES
Before me Real O Sampin, a notary public on this day
personally appeared Abert Statti.
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. NOTARY PUBLIC IN AND FOR THE STATE
My commission expires: OF TEXAS Oct. 19, 8004 PRINTED NAME: Leah O Lampin



•	,
VOL	PAGE
2358	270
Lot(s) N	Q.
79. 80	. 82
THE STAT	E OF
A-51 10 100 100 100 100 100 100 100 100 10	//

Signature

BLUEWATER KEY PROPERTY OWNERS ASSOCIATION
BY: 11th ann Backer, President
And American, Fresident

THE STATE OF
country of Henderson
Before me Jc Aunfarma 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.
De On Fam
NOTARY PUBLIC IN AND FOR THE STATE
My commission expires: or
4-16-2005 PRINTED NAME: J. Aug Fare



VOL PAGE 2358 27 !

Lot(s) No.	Printed Name: Jean W. Lylu Jean Lyle 5 Printed Name:
THE STATE OF Jules COUNTY OF Smith Before me Clin A. Him personally appeared J.W.	John, a notary public on this day
Check one: known to me proved to me on to proved to me through	the eath of
The trument and acknowledge	is subscribed to the foregoing it to me that he or she executed the consideration therein expressed.
My commission expires:	NOTARY PUBLIC IN AND FOR THE STATE OF MAD PRINTED NAME: Colin A. Hinsen
EGIAA HISCON Hotory Public Make of lines My Commission Expires April 7, 2007	

• •		The second secon
VOL	PAGE	
2358	272	$r \rightarrow r$
Lot(s)	No.	Signature
75,10	7	Mauren S. Decler Frinted Name: Mules 3. Meles
		Printed Name:
	ATE OF FEXAL	
COUNTY		
Before persona	me Angela	J. MASON, a notary public on this day
Check o	known to me proved to me the proved to m	n the oath of; or
•		(described identity card or document)
adme 101	r the purposes and	s is subscribed to the foregoing ged to me that he or she executed the consideration therein expressed
GTAGU UI	nder my hand and s	seal of office this of September, 2003.
My commi	ssion expires:	NOTARY PUBLIC IN AND FOR THE STATE
12/4	1/2006	OF TEVAS PRINTED NAME: Anada Timasa
•		PRINTED NAME: Angela J Mason ANGELA J. MASON
	(-	Notary Public, State of Texas
•	/-	My Commission Expires
		12/04/2006

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Lot(s) No.

Signature

101, 20

Printed Name: Jerry E. ROGERS

Printed Name:

THE STATE OF TOXOS	
COUNTY OF Henderson	
Before me <u>Schnafarms</u> , a notary public on this personally appeared <u>Jenny</u> E. Rogers	day
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.

NOTARY PUBLIC IN AND FOR THE STATE

My commission expires:

PRINTED NAME:

E: John Faran



PAGE	
2358 274	
Lot(s) No.	Similature
102, 103	Printed Name: FRANK M VEFE
• •	
	Printed Name:
THE STATE OF TEXAS	
COUNTY OF BEXOX	•••
personally appeared Frank	ata, a notary public on this day
Check one:	
known to me proved to me on the proved to me through (de	ne oath of ; or use 1,4,9999; or scribed identity card or document)
to be a person whose name is instrument and acknowledged same for the purposes and co	subscribed to the foregoing to me that he or she executed the onsideration therein expressed.
Given under my hand and seal	of office this Sept. 20 , 2003.
Notary Public State of Texas My Comm. Exp. 08-01-2005	ananda lelata
My commission expires:	NOTARY PUBLIC IN AND FOR THE STATE OF TOXOS
<u>08 01 2005</u>	PRINTED NAME: Amanda Pelata

· PAGE

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Lot(s) No.

Signature

104,105,110

GEAN ELIZABETH DAVIS

THE STATE OF TEXES COUNTY OF a notary public on this day personally appeared Davis. Check one: known to me proved to me on the cath of 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 Oct. 14

My commission expires:

NOTARY

OF

PRINTED NAME:



VOL PAGE 2358 276 Lot(s) No. Signature 106 THE STATE OF TEXAS COUNTY OF a notary public on this day personally appeared Check one: known to me proved to me on the oath of 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 My commission expires: PRINTED NAME:



VOL PAGE 2358 277

Lot(s) No.	signature		
108	Printed Name: Ranny Lawrence Printed Name: Sherree L. Lawrence		
THE STATE OF TEXAS			
COUNTY OF Henderson			
personally appeared Ronny L	awrence, Sherree Clawrence,		
Check one known to me proved to me on the proved to me through (des	oath of; or h cribed 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	or orrice this 10th of Stykmber 2003.		
ASHLEY E. REISTOW Notery Public, State of Texas My Commission Expires Jonuary 03, 2007 My commission expires: 1-3-07	MANUE & Prictor NOTARY PUBLIC IN AND FOR THE STATE OF TOXOS PRINTED NAME: AShley E Bristow		

VOL PAGE 2358 278 Lot(s) No.

Signature

THE STATE OF
COUNTY OF 5m. H
Before me J. Ann farme, a notary public on this day personally appeared
personally appeared 11. G. Rozell, Jr. Check one: Mrs. U. G. Rozell, Sr.
check one: Mrs. U. G. Rozell, Sr.
known to me proved to me on the oath of proved to me through for the fire fice re
His # 042 SPERF-Ter Heat of 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 $9-26$, 2003.

My commission expires:

PRINTED NAME:

JO ANN FARMER
Nothry Public
STATE OF TEXAS
My Comm. Exp. 4-16-2006

983 5815988 TO 99835977236

P.81/81

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Lot(s) No.

Signature

111,112

Shorthozell
Printed Name: Grant Rose!

Printed Name:

THE STATE OF TEXAS
county of <u>Smith</u>
personally appeared for an interpolation this day
personally appeared GRAnt ROZEII
Check one: known to me proved to me on the oath of 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 Left. 30

My commission expires:

6-14-2004

Accid Cooper NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: Thie A COOPER



** TOTAL PAGE.01 **

VOL. PAGE 2358 280 Lot(s) No. Signature THE STATE OF Texas COUNTY OF Quente, a notary public on this day personally appeared Khanda Charles Koetting Check one: known to me proved to me on the oath of 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. My commission expires: 16-2005 PRINTED NAME:



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Lot(s) No.

Signature

114

THE STATE OF ZXAF

COUNTY OF

_, a notary public on this day personally appeared McDoneld, III

Check one:

known to me proved to me on the oath of 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.

My commission expires: 4-16-2005

PRINTED NAME:

JO ANN FARMER Notary Public STATE OF TEXAS Comm. Exp. 4-18-2006

7		
VOL	PAGE	
2358	282	
Lot(s) N	lo.	
	,	Signature
<u> </u>		Printed Name: San Brown Printed Name: San Brown
THE STAT	EOF Texa	<u>.</u>
COUNTY	F Henden	7e~
· Before me		
personal)	ly appeared	Tarme, a notary public on this day
Check one	known to me proved to me or proved to me th	brough
to be a p instrumen same for	erson whose name it and acknowledg the purposes and	(described identity card or document) is is subscribed to the foregoing yed to me that he or she executed the consideration therein expressed.
Given und	er my hand and s	seal of office this Sept 12, 2003.
My commis	sion expires: 16- J uu 5	MOTARY PUBLIC IN AND FOR THE STATE OF PRINTED NAME: JcAnn Farm
	JO ANN FARMER Notary Public STATE OF TEXAS y Comm. Exp. 4-16-2006	

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Lot(s)	No.
--------	-----

	Signature
116	Printed Name: Florence Supers Ress
	Printed Name:
THE STATE OF Texas COUNTY OF # ende.	
Before me J. Any f personally appeared	Florence Swyers Ross,
known to me proved to me on proved to me thr	the cath of; or
to be a person whose name	(described identity card or document) is subscribed to the foregoing ad to me that he or she executed the consideration therein expressed.
Given under my hand and se	al of office this $\frac{\int a f}{h} = \frac{h}{h}$, 2003.
My commission expires: 4-14-2005	NOTARY PUBLIC IN AND FOR THE STATE OF PRINTED NAME:
	Fil ED COD OCCUPA



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2003 NOV -3 AH 10: 56

GWEN MOFFEIT O COUNTY CLERK HENDERSON COUNTY, TEXAS 0007924

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

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

do hereby adopt same.

1. Sis & Jell Smith Land Saular Sans

2. Sulvia & Hofmann T. Donald C. Hill

3. Richard Liptah

4. Prawle L. Loyd & Skirley Cherry

5. Abuh & Endi Frein 10 ferry Rogers

VOL . PAGE 2185 185

	THE STATE OF TEXAS	
	COUNTY OF HENDERSON ()	
	by Odis mith	acknowledged before me on the <u>19</u> tday of April, 2002,
	JO ANN FARMER Notary Public State Of TEXAS My Cornen. Exp. 4-16-2006	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
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	this instrument was a by Frank L. Loyd, Tr	cknowled before me on the <u>19</u> day of April, 2002,
	JO ANN FARMER Notary Public STATE OF TEXAS My Comm. Exp. 4-18-2006	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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19.	THE STATE OF TEXAS COUNTY OF HENDERSON THIS INSTRUMENT BY ANN FARMER MY COMM. EXP. 4-16-2005	was acknowledged before me on the 19 day of April, 2002, NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
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33. THE STATE OF TEXAS ()			
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LINDALEAH WRIGHT NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS THE STATE OF TEXAS O			
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THIS INSTRUMENT was acknowledged before me on the 29 day of April,			
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THIS INSTRUMENT was acknowled before me on the day of April, 2002,			
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HENDERSON COUNTY TEXAS			

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RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO BLUE WATER KEY SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HENDERSON

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 4 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. 7, 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:

- 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.

VOL 683 PAGE 42

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,

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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 graday of may

1972.

BECKHAM CORPORATION

ATTEST:

Secretary Muldu

ROY GREEN

4.

VOL 683 PAGE 44 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 COR-PORATION, 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

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

Texas

FILED FOR EECORD THIS <u>4 day of 12 y a.d. 1972 at 11:30 octook</u> Joe dan f-wiler clerk county court, henderson 3. Texas-by 3. 18

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:

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 maybe 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 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. LAY PUR

JANNETTE L MOBRIDE

February 8, 2009

St. Charles County

My Commission Expires NOTARY 2007 Signed to be effective as of SEAL FOFM Commission #05515165 4-18-07 STATE OF MISSOURI COUNTY OF ST. LOUIS Y D JOHNSON Subscribed and swom to before me this **Notary Public** _day of _o // STATE OF TEXAS 2007 My Comm. Exp. 10-30-10 ante d'mibile Notary Public

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:

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.

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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 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

20/ 2007

HERBERT W. BOTTS Notary Public

STATE OF TEXAS

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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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.

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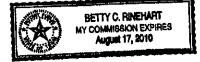
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THE STATE OF TEXAS COUNTY OF HENDERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE HE ON JANUARY 21, 2007 BY HOWARD K RATCUFF AND TRUDY M. RATCLIFF. Better & Rinehort



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.

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THE STATE OF TEXAS

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COUNTY OF HENDERSON

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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.

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Signed to be effective as of

__, 2007

Sheila Renee Anderson My Commission Expires 06/20/2009

Sheila Anderson 3-11-07

THE STATE OF TEXAS

KNOW ALL MEN BY THE DECENTS.

COUNTY OF HENDERSON

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Signed to be effective as of

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Herbert a Both

STATE OF TEXAS

My Comm. Exp. 3-12-2007

THE STATE OF TEXAS

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Signed to be effective

HERBERT Notary Public MAKET TO STATE

Comm. Exp. 3-13-3067

THE STATE OF TEXAS

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Signed to be effective as of ___

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HERBERT W. BOT

2007

STATE OF TEXAS

Linda WARRINGTE

AMENDED RESTRICTIONS, COVENATS 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 3/16/07

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EVELYN III. MEMMAN NOTARY PUBLI STATE OF TEMS COMMISSION EXPIRES: APRIL 13, 2007

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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Signed to be effective as of _____

, 2007

Signed

State of <u>Jeras</u>
County of <u>Harris</u>

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

Notary Public's Starlature 07.1.2009

ANITA M. BOYER
Notary Public, State of Texas
My Commission Expires
July 01, 2009

THE STATE OF TEXAS

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COUNTY OF HENDERSON

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Signed to be effective as of teleproper day, 2007

Signed DEBBIE KELLAM

plany Public, State of Texas
My Commission Expires
February 27, 2010

Signed before me this aand day of February, 2007 Debbie Fellam

THE STATE OF TEXAS

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COUNTY OF HENDERSON

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Signed to be effective as of JANUARY ZO 7007, 2007

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HERBERT W. BOTTS

Notery Public
STATE OF TEXAS
AN COURT. Exp. 3-12-2007

AN COMMENT EMP. 3-12-2007

VOL PAGE 2761 169

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

THE STATE OF TEXAS

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	Signed to be effective as of	1-20 -	, 2007
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D. Al	HERBERTW. BOTTS		
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HERBERTW. BOTTS Notary Public STATE OF TEXAS My Comm. Exp. 3-12-2007

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Signed to be effective as of

, 2007

Signed Mary Styles

JERRY SUE STARNES
Notary Public
State of Texas
Comm. Expires 12-31-2010

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 maybe stored in the South Park Storage Area on a space available basis.

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THE STATE OF TEXAS

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COUNTY OF HENDERSON

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Jula andersu 4-14-07



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Sheile Rense Anderson
My Commission Expires
06/20/2009

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Signed Mal De Johnon

HEFRERT W. BC ITS
Norwy Poblic
State OF TEXAS
My Court Exp. 3-19-2007

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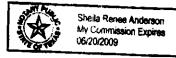
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Signed to be effective as of HARCA !! , 2007

Signed HARA C. OHUSON

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Shula anderson 3-11-07

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Signed to be effective as of	01-20-	, 2007
Signed 2 and the	Richard	
derheit w benderson	Bothes county, Tex	HERBERT W. BOTTS Notary Public STATE OF TEXAS My Corren. Exp. 3-12-2007

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

Signed Wella of Michaels



Sheila Renee Anderson My Commission Expires 06/20/2009 Shiila Anderson Sheila Anderson 3-11-07

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Signed Sheller Calvert L.

HERBERT W. BOTTS

BURRY Public

STATE OF TEXAS

My CLASTON. EXP. 3-12-2007

Herbert on burnly, Th.

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Signed to be effective as of March 14, 2007

STATE OF TEXAS COUNTY OF HENDERSON

Sworn to and subscribed before me on the Frank Loyd IV.

14th day of March

_, 2007 by

MORNA / MORNA Comment & Sept

Norma J. Machowski, Notary Public

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MCGRA J MACHOUSE My Commission Supre-College 2, 2007

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HERBERTW. BOTTS

Notary Public CLATE OF TEXAS by Counc. Exp. 3-12-200

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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 maybe 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

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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 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 $1-2D$, 2007
Signed Walter Colhatenson	
Herher W Ball Man seenly Th.	

THE STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF HENDERSON

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JOEL R. IRWIN Notary Public STATE OF TEXAS Comm. Exp. 4-5-2009

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186

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

THE STATE OF TEXAS

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stull langtown KIMBERLI CAUGHRON February 26, 2011

THE STATE OF TEXAS

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Sheila Renee Anderson mesion Expres ná/20/2009

Stila Anderson 4-28-07

THE STATE OF TEXAS

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Signed to be effective as of <u>April 23</u>, 2007

Signed <u>Denir Ohorge</u>

COUNTY OF VAN ZANDT STATE OF TEXAS

ana R. Keelev

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

LANA R. KELLER
Notary Public
State of Texas
My Commission Expires
May 17, 2008

THE STATE OF TEXAS

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;	Signed to be effective as o	of may) 6. Hill	<u>0, 07</u> ,200	N7	
State of County To Shis in	Lyas Lendusa Stumet was	achamled	Cushe Fosti	ne on	PIESHA FOSTER Notary Public STATE OF TEXAS Domm. Exp. 10-18-20

THE STATE OF TEXAS

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signed ugh WBrooks 1-23-07

THE STATE OF TEXAS COUNTY OF HENDERSON

THIS INSTRUMENT WAS ACKNOWLEGGED BEFORMED ON 1-23-2007 BY JOSEPH W BROOKS.

Betty C Kinehart

BETTY C. RINEHART MY COMMISSION EXPIRES August 17, 2010 And 20 of 10 Movelock A.m. GWEN MOFFELT County Clerk, Henderson County Teves

Henderson County Gwen Moffeit County Clerk Athens, TX 75751

Instrument Number: 2012-00007468

As

Recorded On: 06/06/201201:17 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: 06/06/201201:17 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

County Clerk

Henderson County, Texas

Jones Mryet

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

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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."

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

Vicki Baerlein, President Procedent 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. Ubby Mount STATE OF TEXAS My commission e PRINTED NAME:

2012-00007468 06/06/2012 01:17:48 PM Page 4 of 39

THE	STA	TE	OF	TEX	AS
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My commission/expires:

COUNTY OF Smith

BOBS Mount NOTARY PUBLIC IN AND FOR THE

STATE OF TEXAS

PRINTED NAME:_____

THE STATE OF TEXAS

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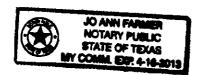
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Lot(s) No.	yk te Bushes ph U. Arecks Name:
57 Printed	Name:
	Name:
THE STATE OF TEXAS	
COUNTY OF Hendenson	
Before me John Farmer, a notar Joe Brooks	y public on this day personally appeared
Check one: known to me proved to me on the oath of proved to me through (described ide	; or ntity card or document)
to be a person whose name is subscribed to the fore that he or she executed the same for the purposes ar	going instrument and acknowledged to me and consideration therein expressed.
Given under my hand and seal of office this 5	-6,20 <u>//</u> .
NOT A	ARY PUBLIC IN AND FOR THE STATE
My commission expires: OF_	Texas TED NAME: Jo Hun Fanner
4-16-2013 PRIN	TED NAME: Jettun Tanmer



Lot(s) No.

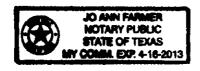
Signature

108,69,64865

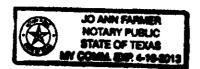
Walter C. Chuistensen Printed Name: Walter Chustonie

Printed Name: Mysle H Christingen

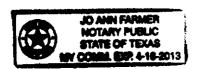
THE STATE OF TOXUS
COUNTY OF Henderson
Before me JoHnn tarmer, a notary public on this day personally appeared whalt Christenson to My the Christenson
Check one: known to me proved to me on the oath of; or proved to me through (described identity card or document)
to be a person whose name is subscribed 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 20/1.
NOTARY PUBLIC IN AND FOR THE STATE OF
My commission expires: H-16-2013 PRINTED NAME: 50 Ann farmer



Lot(s) No.	Signature	
72	Printed Name: BRENDA E, WINTERS	
	Printed Name:	
	Jenson Lenson Lounge notary public on this day personally appeared Winfers	
Check one: known to me proved to me proved to me	on the oath of; or through(described identity card or document)	
that he or she executed the s	subscribed to the foregoing instrument and acknowledged to me ame for the purposes and consideration therein expressed. al of office this	
My commission expires: $4-16-26$	NOTARY PUBLIC IN AND FOR THE STATE OF	Pv-

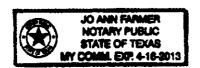


Signature Lot(s) No. THE STATE OF dell Life Contains appeared Check one: known to me proved to me on the oath of _____; or proved to me through ____(described identity card or document) to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 5-6, 20 //.



My commission expires: 4-16-2013

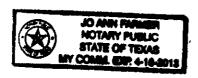
Lot(s) No.	Signature
134/4	Printed Name: FRED BENDAMIN
	Printed Name: JANICE BENJALLIN
THE STATE OF TEXAS COUNTY OF Henchenson	
COUNTY OF Henson	
Fred Rengame	, a notary public on this day personally appeared
Check one: known to me proved to me on the oath of proved to me through (desc.	; or; ribed identity card or document)
to be a person whose name is subscribed to that he or she executed the same for the pu	the foregoing instrument and acknowledged to me rposes and consideration therein expressed.
Given under my hand and seal of office thi	sff 2011.
	NOTARY PUBLIC IN AND FOR THE STATE
My commission expires:	OF TEXES DDINTED NAME TO ATAM FOR ME



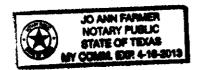
Lot(s) No.	ignature
12 Printed N	vame: Constant Setty & Johnson
Printed !	Tame: Faly phosp L Depreserv
THE STATE OF /exes	
COUNTY OF Henderson	
Sandy Tohnson & Ray	public on this day personally appeared
Sondy Tohnson & Ray	Johnson
•	
Check one: known to me proved to me on the oath of proved to me through (described iden	; or tity card or document)
to be a person whose name is subscribed to the foreg that he or she executed the same for the purposes and	oing instrument and acknowledged to me l consideration therein expressed.
Given under my hand and seal of office this	<u>9</u> ,20 <u>//</u> .
My commission expires: OF	RY PUBLIC IN AND FOR THE STATE TO SED NAME: TO TO



Lot(s) No.	Signature
_3	Printed Name: Frank Loyd Printed Name: Hudrea Loyd
THE STATE OF Texas	
COUNTY OF Hendensa	_
Before me Joffnu tarmer	, a notary public on this day personally appeared HAndrea Loyel
Check one: known to me proved to me on the oath of proved to me through (desc.)	; or ribed identity card or document)
that he or she executed the same for the pu	the foregoing instrument and acknowledged to me rposes and consideration therein expressed.
Given under my hand and seal of office thi	s April 18, 20/1.
My commission expires:	NOTARY PUBLIC IN AND FOR THE STATE OF TEXES
4-16-2013	PRINTED NAME: Jo Ann Farmer



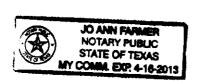
Lot(s) No.		Signature		
80		Printed Name: R.	Malon Ky R. Mr. + incz	:
		Printed Name:		
THE STATE OF	Texas Henderson	_		
COUNTY OF _	Henderson	-		
Before me	Offnn farm	a notary public on the	is day personally appeared	
Check one:	known to me			
	proved to me on the oath of the proved to me through (des	of	; or £ 06840131 locument)	
to be a person v	whose name is subscribed xecuted the same for the p	to the foregoing instrum purposes and consideration	ent and acknowledged to me on therein expressed.	
Given under m	y hand and seal of office the	his 19 20	<u>a/</u> /	
		MOTARY PUBLIC	IN AND FOR THE STATE	
My commissio	n expires: 3 – 2013	OFPRINTED NAME:	Las Johnn Fa	rmer



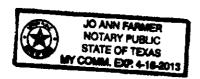
Lot(s) No.	Signature
29	Printed Name: James B. Farmer Printed Name: Jo Ann Farmer
THE STATE OF Jeyas	
COUNTY OF Amith	
Before me Margaret Arm Waller	, a notary public on this day personally appeared
JAMES + JO ANN FARM	\ <u>\u</u>
Check one: known to me proved to me on the oath of proved to me through (description)	; or cribed identity card or document)
to be a person whose name is subscribed to that he or she executed the same for the pu	o the foregoing instrument and acknowledged to me arposes and consideration therein expressed.
Given under my hand and seal of office th	is March 31, 2011.
My commission expires: $10 - 18' 2011$	Maybut and waller NOTARY PUBLIC IN AND FOR THE STATE OF Yeyas PRINTED NAME: Marguet Ann Waller
	C C

MARGARET ANN WALLER
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-18-2011

Signature Lot(s) No. 115 THE STATE OF Before me Je Hun tarner, a notary public on this day personally appeared bank Brown to Many 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, 20/1. My commission expires:

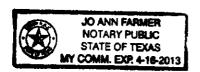


	Lot(s) No.	Signature
THE STATE OF COUNTY OF Henchers, a notary public on this day personally appeared Check one: known to me proved to me on the oath of proved to me through (described identity card or document) to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this NOTARY PUBLIC IN AND FOR THE STATE	79,82	Printed Name: VICKI A. BAERLEIN - PRESIDEN BWICFOA
Before me Te Han Fanne, a notary public on this day personally appeared Lichie Baerlein For Rive Waiter Rey 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 /// Lac F, 20 // .		Printed Name:
Check one: known to me proved to me on the oath of; or proved to me through; or; or	THE STATE OF Texes COUNTY OF Hencherson Before me Je Hun Fanner	, a notary public on this day personally appeared
Given under my hand and seal of office this // 20 //. NOTARY PUBLIC IN AND FOR THE STATE	Check one: known to me proved to me on the oath of	`; or
NOTARY PUBLIC IN AND FOR THE STATE	that he or she executed the same for the pu	uposes and consideration therein expresses
4-16-2013 PRINTED NAME: Je Ann tanner		NOTARY PUBLIC IN AND FOR THE STATE
	4-16-2013	PRINTED NAME: Jz Ann tanmer



Signature Lot(s) No. THE STATE OF Farnce, a notary public on this day personally appeared

1 ein Fal Bear lein 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 Mac My commission expires: 4-16-2013



Lot(s) No. 45, 46, 47	Printed Name: Susan K. Brown
	Printed Name:
THE STATE OF	
COUNTY OF DOLLAS	
Before me Alicia Michale R Susan Brawnell	, a notary public on this day personally appeared
Check one: known to me proved to me on the opproved to me through	(described identity card or document)
to be a person whose name is subscr	ibed to the foregoing instrument and acknowledged to me the purposes and consideration therein expressed.
Given under my hand and seal of of	fice this Dec (4 4 , 20 / 0 .
	Alica Michales NOTARY PUBLIC IN AND FOR THE STATE
My commission expires:	PRINTED NAME: Ancie Michalela

Lot(s) No.

Signature

37-38-39-40-98-99

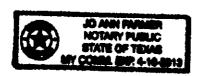
THE STATE OF n to CeCile Burton Check one: known to me proved to me on the oath of _____; or proved to me through (described identity card or document) to be a person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this April 2, 20//.

My commission expires: 4-16-26B



Signature Lot(s) No. THE STATE OF Levas n Farme, a notary public on this day personally appeared is livent & Many Calvent 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 $\frac{20}{11}$, $\frac{20}{11}$.

My commission expires:



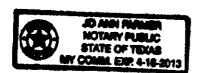
Lot(s) No.	Signature
Print Print	Ment I Menn fr. ed Name: FRANK J. GUERIN, JR livhak Quein ed Name: SANGRAK. GUERIN
THE STATE OF Joza 5 COUNTY OF Henderson Before me Jo Ann Farmer, a no Frank Guerin	tary public on this day personally appeared T, Sandra Guerin
,	identity card or document)
to be a person 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	<u>)ec /,20 /C</u>
My commission expires:	TARY PUBLIC IN AND FOR THE STATE



Signature Lot(s) No. THE STATE OF // Las Ann farme, a notary public on this day personally appeared
Holcomb, Tokane Recuts Before me Check one: known to me proved to me on the oath of _ 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 ______ My commission expires: PRINTED NAME:



Lot(s) No.	<u>Signature</u>
97/210	Printed Name: CONNUS F. VETT
	Printed Name: META C. JETT
THE STATE OF Yexas	
COUNTY OF Herdenson	
	, a notary public on this day personally appeared
Check one: known to me proved to me on the oath of proved to me through (description)	; or ribed 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 thi	s H/h, 1 2, 20 11.
	NOTARY PUBLIC IN AND FOR THE STATE
My commission expires: $4 - 16 - 2013$	OF 1 2205 PRINTED NAME: Soffin Farmer



PRINTED NAME: Emily B. Holmes

Signature Lot(s) No. 114 THE STATE OF Juyas COUNTY OF Linderson Before me Emily B. Holmes, 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 <u>Successer</u> , 20 10.

My commission expires:

85-09-12

Lot(s) No.

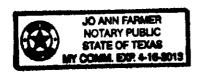
Signature

THE STATE OF Jendisson COUNTY OF Before me Jo Ann Farmer, a notary public on this day personally appeared David Richards & Jo 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 Hourt

My commission expires: 4-16-2013



2012-00007468

Lot(s) No.

Signature

101+20

Printed Name:

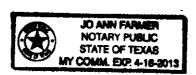
THE STATE OF a notary public on this day personally appeared Before me 1 - 17 Check one: known to me proved to me on the oath of _____; or proved to me through (described identity card or document)

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.

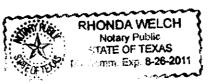
Given under my hand and seal of office this Alan, 12,20 11.

My commission expires: 4-16-2013

PRINTED NAME:



Signature THE STATE OF TEATS COUNTY OF Rhonda Welet , a notary public on this day personally appeared Before me __ 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 with the control of th My commission expires: PRINTED NAME: Thornel Luc



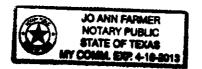
Lot(s) No.	Signature Signature Printed Name: Panela S Parles
4	Printed Name: Patrick & parks
THE STATE OF TEXAS COUNTY OF HARRIS Before me MAHMAN Cole PAMELA SPAKE & PALRICK S	, a notary public on this day personally appeared 5. Sparks
Check one: known to me proved to me on the oath of proved to me through (desc	f; or eribed identity card or document)
to be a person whose name is subscribed to that he or she executed the same for the pu	o the foregoing instrument and acknowledged to me irposes and consideration therein expressed.
Given under my hand and seal of office th	is 16th of MARch 2011.
MATTHEW COLE Notery Public, State of Texas My Commission Expires June 13, 2014	NOTARY PUBLIC IN AND FOR THE STATE
My commission expires: 6-13-2014	OF 18/65 PRINTED NAME: MATHER GRE
4-13-2014	

Lot(s) No.	Signature of the Stry Mr
T-7	Printed Name: SPITZBEKG MIN
Ī	Printed Name: Nacht Spitts Spitts
THE STATE OF TOU GO	
COUNTY OF	
Check one: known to me proved to me on the oath of	a notary public on this day personally appeared
proved to me through (describ	ped identity card or document)
•	he foregoing instrument and acknowledged to me
Given under my hand and seal of office this	<u> (oc/5,20/C.</u>
	NOTARY PUBLIC IN AND FOR THE STATE
My commission expires:	PRINTED NAME: Sh. May 17 Black

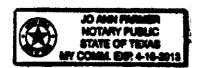


Lot(s) No.	Printed Name:
	Printed Name:
THE STATE OF 1-1/25 COUNTY OF BEVAY Before me Natalic Keanay 3 December 2010	_, a notary public on this day personally appeared
Check one: known to me proved to me on the oath of proved to me through (desc	; or ; or ribed identity card or document)
to be a person whose name is subscribed to that he or she executed the same for the pu Given under my hand and seal of office thi	the foregoing instrument and acknowledged to me proses and consideration therein expressed.
NATALIE KEANEY Notary Public State of Texas My Comm. Exp. 01-19-2014 My commission expires:	NOTARY PUBLIC IN AND FOR THE STATE OF T-UGS PRINTED NAME: Natalic Klanes
1/19/2014	PRINTED NAME: Nature

Lot(s) No.	Signature
16	Printed Name: MIKE WEND!
	Printed Name (ARO) WENDT
THE STATE OF 10+ 0	2 5
COUNTY OF Hence	en 5ch
Before me Jo Hun	Caro Cuch to this day personally appeared
Check one: known to me proved to me o proved to me the	n the oath of; or nrough(described identity card or document)
that he or she executed the sar	subscribed to the foregoing instrument and acknowledged to me ne for the purposes and consideration therein expressed.
Given under my hand and sea	of office this $\frac{1}{2}$, 20/1.
	NOTARY PUBLIC IN AND FOR THE STATE
My commission expires:	OF TOXES



Signature Lot(s) No. 104, 105, 108, 110 THE STATE OF / CLOS county of Henderso a notary public on this day personally appeared Check one: known to me proved to me on the oath of 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 Hori My commission expires:



2012-00007468 06/06/2012 01:17:48 PM Page 34 of 39

Lot(s) No.	Signature
_2	Printed Name: 1, = 14. 5, Jan. 5
	Printed Name:
	- _, a notary public on this day personal∜y appeared
Check one: known to me proved to me on the oath o	f; or cribed identity card or document)
that he or she executed the same for the p	to the foregoing instrument and acknowledged to me surposes and consideration therein expressed.
Given under my hand and seal of office th	nis March 22, 2011.
	MOTARY PUBLIC IN AND FOR THE STATE
My commission expires:	PRINTED NAME: Lesh Westbruk



Lot(s) No.	Signature
Lot I	Printed Name: STEPHEN 5, Ff YNN
	Printed Name: Christ, M. Flynn
THE STATE OF TEXAS COUNTY OF HALLIS	
Before me Milliw Cole Slephin 5 Flynn + Christ	a notary public on this day personally appeared
Check one: known to me proved to me on the oath of proved to me through (desc.)	ribed identity card or document)
to be a person whose name is subscribed to that he or she executed the same for the pur	the foregoing instrument and acknowledged to me rposes and consideration therein expressed.
Given under my hand and seal of office thi	NOTARY PUBLIC IN AND FOR THE STATE
My commission expires:	OF 18x45 PRINTED NAME: Milhurilde



OF TEXAS
PRINTED NAME: Evelyn M Newman

Lot(s) No.	Signature
Lot 49	Printed Name: William 3 Galyin
	Printed Name:
THE STATE OF TEXAS COUNTY OF FORT BENCH Before me Fuelyn M1 Newman William J. Galvin	, a notary public on this day personally appeared
Check one: known to me proved to me on the oath of proved to me through (description)	; or ribed identity card or document)
	the foregoing instrument and acknowledged to me poses and consideration therein expressed.
Given under my hand and seal of office this	s March 23, 20/1.
EVELYN M. NEWMAN Notary Public, State of Texas My Commission Expires April 13, 2011	Notary Public in And For the STATE

My commission expires:

April 13, 2011

Lot(s) No.	Signature
1 B	Printed Name: ZAWROW C. HOFMANN Printed Name: 541 VIA CHOFMANN
THE STATE OF TEXAS	
COUNTY OF HENDERSON	
Before me J. D'LAINE FOLDEN	, a notary public on this day personally appeared
LAWRENCE & SYLVIA HOF	MANA.
Check one: known to me proved to me on the oath of proved to me through (described)	; or ribed identity card or document)
to be a person whose name is subscribed to that he or she executed the same for the pu	o the foregoing instrument and acknowledged to me rposes and consideration therein expressed.
Given under my hand and seal of office thi	
J. D'Laine Folden Notary Public State of Texas My Comm. Expires 4-12-2014	NOTARY FUBLIC IN AND FOR THE STATE
My commission expires:	OF TEXAS
4/12/2014	PRINTED NAME: J. D'LAINE FOLDER

Lot(s) No.

Signature

30,31

RICHARD A. LIPTAK
Printed Name:

Richard a. Liptak

THE STATE OF TEXAS Before me Richa Wliptake, 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 My commission expires: 4 - 16 - 2013



Lot(s) No.	Signature
1/2 113	Printed Name: Charles Kaething
	Printed Name: RHONDA BOETING
THE STATE O	Henderson
Before me J	offun farma, 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)
that he or she	whose name is subscribed to the foregoing instrument and acknowledged to me executed the same for the purposes and consideration therein expressed.
Given under n	NOTARY PUBLIC IN AND FOR THE STATE
My commission	on expires: OF TEXAS PRINTED NAME: John Former
¥	