

## DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

THE STATE OF TEXAS  
 COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS:

This Declaration made this the 5<sup>th</sup> day of April, 1978, by TEAL DEVELOPMENT CORPORATION, hereinafter called "Developer,"

## WITNESSETH:

WHEREAS, Developer is the owner of the real property in Smith County, Texas, described in Article II, Section 1, of this Declaration and desires to create thereon a residential community with permanent parks, streets, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, streets, playgrounds, nature trails, open spaces and other common facilities, and to this end desires to subject the real property described in Article II, Section 1, together with such additions as may hereafter be made thereto (as provided in Article II, Section 2) to the covenants, restrictions, conditions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable to create The Village Club, an unincorporated division of Developer, to facilitate maintenance and administration of the community properties and facilities and administration and enforcement of the covenants, restrictions and conditions and collection and disbursement of the assessments and charges hereinafter created;

NOW, THEREFORE, Developer declares that the real property described in Article II, Section 1, and such additions thereto as may hereinafter be made pursuant to Article II, Section 2, hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, charges, and liens (sometimes referred to herein as "restrictions, covenants and conditions") hereinafter set forth.

## ARTICLE I

Definitions

Section 1. The following words, when used in this Declaration, or any Supplemental Declaration (unless otherwise indicated), shall have the following meanings:

- a. "Developer" shall mean and refer to Teal Development Corporation and any person or entity to whom it shall assign its rights hereunder by express written assignment.

- b. "Club" shall mean and refer to The Villages Club, an unincorporated division of Developer.
- c. "The Properties" shall mean and refer to all Existing Properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- d. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and dedicated to the common use and enjoyment of the members of the Club.
- e. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined.
- f. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- g. "Multi-family structure" shall mean and refer to any building containing two or more Living Units.
- h. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee on any Lot unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- i. "Member" shall mean and refer to every person or entity who holds membership in the Club.

ARTICLE II  
Properties Subject to This Declaration:  
Additions Thereto

Section 1. Existing Property - The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Smith County, Texas, and is more particularly described on Annex A attached hereto and incorporated herein by reference all of which property shall hereafter be referred to as "Existing Property."

Section 2. Additions to Existing Property - Additional lands may become subject to this Declaration in the following manner:

- a. Additions in accordance with Developer's plan. The Developer shall have the right to bring within the scheme of this Declaration additional properties. Developer shall not be bound to make additions or to adhere to any particular plan in subsequent development.

- b. Procedures. Any additions authorized under this Section shall be made by filing of record a Supplementary Declaration of Restrictions, Covenants and Conditions with respect to the additional property, which shall extend the scheme of the restrictions, covenants and conditions of this Declaration to such property. Such Supplementary Declaration shall contain such complementary additions and modifications of the restrictions, covenants and conditions contained in this Declaration as may be desirable to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

### ARTICLE III

#### Membership in the Club

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot or Living Unit which is subject by covenants of record to assessment hereunder, shall be a Member of the Club, subject to the provisions of Article IV, Section 2 hereof, and provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member, and provided further that if the ownership of such fee shall be in two or more persons or entities, such owners shall designate one natural person who shall be a Member of the Club, and such other owners shall not be deemed to be Members. Any person or entity who acquires any such fee or interest shall be deemed to have accepted membership and assumed all obligations thereof.

Section 2. Regulations of The Villages Club. The regulations of the Club shall be promulgated by the developer from time to time and shall provide for appointment of a Board of Governors who shall advise the developer of its recommendations for policies, rules and regulations of the Club. The Regulations of the Club may further provide that persons or entities in addition to those referred to in Section 1 of this Article III may qualify for membership in the Club under the terms and conditions as the developer shall set forth in the Regulations of the Club. Membership in the Club shall not entitle any Member to ownership of any interest in any assets of the Club or the developer and does not confer any stock ownership, equity or voting rights.

### ARTICLE IV

#### Property Rights In Common Properties

\* Section 1. Members' Easements of Enjoyment. Subject to the terms, conditions and provisions of Section 2 of this Article IV, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of Developer to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members;
- b. The right of the Developer to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- c. The right of the Developer to cancel the membership or to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period for any infraction of the published Regulations of the Club;
- d. The right of the Developer to charge reasonable admission and other fees for the use of the Common Properties, or any part of them; and
- e. The right of the Developer to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for any purpose.

#### ARTICLE V

##### Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Living Unit, by acceptance of a deed from the Developer therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, contract for, and agree to pay to the Developer: (1) monthly assessments of charges, and (2) special assessments for capital improvements, such assessments being fixed, established and collected from time to time as hereinafter provided. The obligation of each Owner to pay such monthly and special assessments which are herein, or which hereafter shall be, levied, together with such interest thereon and costs of collection thereof as hereinafter provided, is hereby and at all times hereafter secured by a charge and a continuing contractual lien upon all portions of the Properties owned by such Owner. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Developer shall be used for the purpose of promoting the recreation, health, safety, and welfare of the members of the Club, for the improvement and maintenance of properties, services and facilities for the use and enjoyment of the members of the Club, including, but not limited to the payment of taxes and insurance and repair, replacement and additions, and for the cost of labor, equipment, materials, management and supervision.

Section 3. Monthly Assessments. The monthly assessment hereby levied against each Owner on the date hereof is \$9.00 per month per Lot owned by such Owner, provided that the Developer shall be entitled to increase or decrease such assessment from time to time, at his discretion, for the purposes of covering increases in operating expenses and for other purposes as shall be recommended by the Board of Governors of the Club. Written notice of any such increase or decrease shall be sent to all Members not less than thirty days (30) prior to the effective date of any such increase or decrease.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 hereof, the Developer may at any time, and from time to time, levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that written notice of such assessment shall be sent to all Members not less than thirty (30) days prior to the effective date thereof.

Section 5. Due Date of Assessments. The monthly assessments provided for herein shall become due and payable on the 1st day of each month and the due date of any special assessment under Section 4 hereof shall be stated in the notice of such assessment from the Developer.

Section 6. Record of Assessments. The Developer shall prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Club, and shall be open to inspection by any Owner.

Section 7. Effect of non-payment of Assessment; Personal Obligations of Owner; Lien; Remedies. If any assessment of an Owner is not paid on the date when due, then the Developer shall be entitled to enforce the charge and continuing lien herein provided on all portions of the Properties owned by such Owner at the time of such assessment, or owned by his heirs, devisees, personal representatives and assigns. Such charge and continuing lien may be enforced by the Developer to the same extent, and subject to the same procedures, as in the case of foreclosure of real property mortgages. Developer, at its election, shall be entitled to foreclose such continuing lien by exercise of the power of sale to be conducted by its President pursuant to Article 3810 of the Texas Revised Civil Statutes, or by judicial foreclosure.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine (9%) per cent per annum, and the Developer may bring an action at law against the Owner personally obligated to pay the same, and may institute procedures to foreclose the continuing contractual lien against that portion of the Properties owned by the Owner, either judicially or by exercise of the power of sale herein conferred, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to

be fixed by the Court, together with costs of action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article I, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.
- d. All Lots owned by Developer.

#### ARTICLE VI

##### Architectural Control

No trees shall be removed (except by utility companies as required in furnishing of utility services) and no building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Developer. In the event the Committee fails to approve or disapprove any such detail, design, plan, specification or location within thirty (30) days after submission to it, or in any event if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with.

#### ARTICLE VII

##### Exterior Maintenance

Section 1. Assessment for Damage to Common Properties. In the event that the need for maintenance or repair upon the Common Properties is caused through the willful or negligent act of any Owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot or Living Unit is subject.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Developer may, after notice to Owner as hereinafter provided, provide exterior maintenance upon each Lot and Living Unit which is

subject to assessment under Article V hereof as follows: clear, mow, and maintain lots; trim trees, shrubs, hedges and lawns, and paint, repair, replace and care for roofs, and other exterior improvements.

Section 3. Notice to Owner. Prior to the performance of exterior maintenance by the Developer upon any Lot or Living Unit as hereinabove provided in Section II hereof, the Developer shall give to such Owner notice in writing of the need for such maintenance and of intention of the Developer to perform such maintenance if Owner should fail to perform it within ten (10) days of the receipt of such notice.

Section 4. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the monthly maintenance assessment or charge to which such Lot or Living Unit is subject under Article V hereof, and as part of such monthly assessment or charge, it shall be secured by a lien on such Lot running with the land and shall be the personal obligation of the Owner, being due and payable in all respects as provided in Article V hereof, and such lien being enforceable as therein provided.

Section 5. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Developer, through its duly authorized agents, employees, or contractors shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at all reasonable times for the purpose of performing such exterior maintenance.

#### ARTICLE VIII

##### Restrictive Covenants

Each of the specifically numbered Lots shown upon any recorded subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

Section 1. Land Use. No Lot shall be used for other than residential purposes (except as elsewhere herein provided), and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site and driveway for construction, and any additional cutting of trees shall be done only upon approval of the Architectural Control Committee.

Section 2. Building Size. No building shall be erected on any Lot other than one single-family dwelling or cottage. The floor area (that enclosed for heating and/or air-conditioning) of any dwelling or cottage shall be not less than the following:

<u>Subdivision</u>	<u>Lot Number</u>	<u>Square Feet</u>
Clear Lake Villages #4	Lots 1 through 50	1,200
Estate Village #1	Lots 46 through 62	850
	Lots 1 through 45 and Lots 63 through 68	1,000
Estate Village #2	Lots 1 through 29	850
Estate Village #3	Lots 1 through 85	850
Estate Village #4	Lots 1 through 33	850
Estate Village #5	Lots 1 through 54	850
Springlake Village #3	Lots 1 through 68	1,200

Section 3. Lot Size and Subdivision. Subdivision or re-subdivision of any Lot or combination of Lots shall be permitted only upon prior written approval of the Architectural Control Committee.

Section 4. Roofs. In the construction of all buildings, wood shingles, or the equivalent, shall be used on all roofs unless approved by the Architectural Control Committee.

Section 5. Temporary Residences; Facilities. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, and no used structure of any sort shall be moved onto any Lot. Any garage shall be constructed at the same time as, or subsequent to, the construction of the house it is intended to serve. All improvements (with the exception of multi-family, commercial or other non-residential construction) shall be completed within six (6) months from the beginning of construction. 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. Minimum requirements for the construction of septic tanks and lateral lines for permanent residential improvements are: (1) five hundred (500) gallon septic tank, (2) ninety (90) gallon grease trap, and (3) two hundred fifty (250) feet of 1 foot by 4 inch tile pipe laid in the center of 1 foot of washed gravel (or slag) covered with tar paper in a trench 12 inches wide by 24 inches deep. Facilities used in connection with any sales or construction operations shall be subject to the approval of the Architectural Control Committee.

Section 6. Animals. No residential lot shall be used for the purpose of keeping, breeding or raising any animals for commercial purposes, or as a place for keeping horses, mules, cattle or other animals or poultry; provided, however, that the occupants of each residence may keep the usual and



customary domestic or household pets. No commercial cat or dog kennel shall be permitted.

Section 7. Sanitation and unsightly objects. All Lots shall be kept clean and free of trash, rubbish, garbage, debris, or other unsightly objects or materials at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition inside garages, behind decorative fencing, or otherwise hidden from view from the street. The Architectural Control Committee shall have the right to direct entry upon any Lot for the removal of refuse piles or other unsightly objects or materials at the expense of the Owner, and any such entry shall not be deemed a trespass.

Section 8. Garage Storage. Any garage being used for storage shall be kept closed at all times except when in immediate use for ingress or egress.

*FC is written in  
with this* }  
Section 9. Unused vehicles. No unused automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any Lot, except in a closed garage, or on any residential street. "Unused vehicle" shall be defined as any vehicle which has not been operated for a period of one week or longer.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon or any condition permitted to exist thereon which may be or become an annoyance, nuisance, or hazard to the health of the neighborhood.

Section 11. Driveways. All private residence driveway shall be approved by the Architectural Control Committee.

Section 12. Easements. Easements for the installation, operation and maintenance of fences, utilities and drainage facilities are hereby reserved to Developer (and its grantees and assigns by express written grant or assignment) over and under a strip of ground six (6) feet wide along each rear lot line and six (6) feet wide along each side lot line of each Lot which is a part of the Properties.

Section 13. Re-sale. In the event of a transfer of title to any lot by foreclosure, deed in lieu of foreclosure, probate of will, or intestate succession, no transferee pursuant to such transfer shall sell, quit-claim, or convey such lot without first offering, in writing, to sell, quit-claim or convey such Lot to Developer on the terms and conditions controlling such proposed sale, quit-claim, or conveyance; provided that Developer shall be entitled to twenty (20) days written notice of the terms and conditions of such sale, quit-claim or conveyance. If during such period, Developer shall notify such transferee of its intention to exercise its right to accept such offer, such lot shall be forthwith conveyed to Developer on the terms and conditions of such offer.

Section 14. Firearms. Use of firearms on the premises is prohibited except in areas that may be designated for such purpose by Developer.

Section 15. Billboards and Signs. No billboards, signboards, or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot.

Section 16. Fences or Walls. No more than thirty (30) percent of the total area of any Lot shall be enclosed by any fence or by any wall or shrub used for or serving the purpose of a fence except with the approval of the Architectural Control Committee.

Section 17. Sight Line Obstructions. No hedge, shrub, or tree planting which obstructs sight lines and elevations between two (2) and six (6) feet above the ground shall be placed or permitted to remain outside the enclosed area of any Lot. In addition, no hedge, shrub or tree planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 18. House Trailers, etc. No house trailer, mobile home, camper, boat, boat trailer or similar wheeled vehicle shall be stored or parked on any street or Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot, and any such fence, wall or other enclosure must be sufficient in height to cover such vehicle and must be approved by the Architectural Control Committee.

Section 19. Commercial Vehicles. No commercial-type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any residential street except while engaged in delivery to or transport from a residence. For the purposes of this covenant, a 3/4-ton or smaller vehicles (commonly known as a pick-up truck) shall not be deemed to be a commercial vehicle or truck.

Section 20. Outside Lines, Antennas, and Smaller Structures. Outside clothes lines, carports, patio covers, free-standing basketball boards and other similar structures shall not be allowed unless approved by the Architectural Control Committee. Outside aerials and antennas shall not be allowed unless approved in writing by Developer.

Section 23. Temporary Office. Notwithstanding anything to the contrary contained herein, Developer reserves the right to use any unsold lot or lots for a temporary office location, for storage and use of construction equipment and materials and to place a sign or signs on any unsold lot in the Properties.

ARTICLE IX

General Provisions

Section 1. Duration.

(a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until April 30, 1995, subject to extension, modification or amendment as hereinafter provided.

(b) At the end of the term provided in (a) immediately above, and at the end of each ten (10) year extension herein provided for, these restrictions shall be automatically extended and renewed for succeeding periods of ten (10) years each, unless, within one (1) year prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by Developer and the then owners of fifty-one per cent ((51%) of the then existing owners of Lots situated on the Properties, each such Lot entitling its owner to one (1) vote, and shall have been recorded in the Office of the County Clerk of Smith County, Texas, agreeing to change said restrictions and covenants in whole or in part.

(c) Notwithstanding anything to the contrary herein contained, any or all of the restrictions, covenants, easements, and conditions herein contained may be repealed, amended or modified at any time by the Developer upon resolution of the then existing Board of Governors at The Villages Club. Such repeal, amendment or modification shall be effected by an instrument in writing executed by Developer and filed for record in the Office of the County Clerk of Smith County, Texas.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as a Member or Owner on the records of the Developer at the time of such mailing.

Section 3. Enforcement. Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants or conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Developer or any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these restrictions, covenants or conditions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

TEAL DEVELOPMENT CORPORATION

By Robin E. Mearns  
President

THE STATE OF TEXAS

COUNTY OF Smith

BEFORE ME, the undersigned authority, on this day personally appeared Robert E. Mead Jr. President of TEAL DEVELOPMENT CORPORATION, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

5<sup>th</sup> day of April, 1978 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the

Dorcas S. Whitaker  
Notary Public in and for Ballis Smith  
County, Texas

My Commission Expires:

2-16-80

ANNEX A

Clear Lakes Village #4, according to plat thereof of record in Volume 8, page 193 of the Plat Records of Smith County, Texas.

Estate Village #1, according to plat thereof of record in Volume 8, Page 194 of the Plat Records of Smith County, Texas.

Estate Village #2, according to plat thereof of record in Volume 8, Page 195 of the Plat Records of Smith County, Texas.

Estate Village #3, according to plat thereof of record in Volume 8, Page 196, of the Plat Records of Smith County, Texas.

Estate Village #4, according to plat thereof of record in Volume 8, Page 197, of the Plat Records of Smith County, Texas.

Estate Village #5, according to plat thereof of record in Volume 8, Page 198 of the Plat Records of Smith County, Texas.

Springlake Village #3, according to plat thereof of record in Volume 8, page 192, of the Plat REcords of Smith County, Texas.

The State of Texas }  
County of Smith } I, Ernest Christian, Clerk of the County Court of said County do  
hereby certify that the above and foregoing instrument is a true and correct copy of the  
original instrument filed in this office on the 5 day of April A. D. 1978  
under file No. 7713 and to be recorded in Book Record of Smith  
County, Texas.

Witness my hand and official seal of office this the 5 day of April A.D. 1978

Ernest Christian, Clerk of the  
County Court of Smith County, Texas:

By [Signature] Deput

SUPPLEMENTAL  
DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS

THE STATE OF TEXAS }  
COUNTY OF SMITH }

KNOW ALL MEN BY THESE PRESENTS:

This Declaration made this the 5<sup>th</sup> day of June, 1980, by  
TEAL DEVELOPMENT CORPORATION, hereinafter called "Developer",

WITNESSETH:

WHEREAS, by Declaration of Restrictions, dated the 5th day of April, 1978, recorded in Volume 1671, Page 846, Smith County, Texas, hereinafter called "Declaration", Teal Development Corporation declares that certain real property in Smith County, Texas, which real property is described in Annex A attached hereto and included herein by reference is and shall be transferred, sold, conveyed and applied, subject to the covenants, restrictions, considerations, easements, charges and liens set forth in subject declarations; and

WHEREAS, such Declaration sets out Section 1 of Article IX that Teal Development Corporation, upon resolution of the existing Board of Governors of The Villages Club, an unincorporated division of Teal Development Corporation, may repeal, amend or modify any or all of the restrictions, covenants, easements or conditions contained in such Declaration; and

WHEREAS, Teal Development Corporation, according to proper resolution of the Board of Governors of The Villages Club, desires to amend a certain portion of the Declaration;

NOW, THEREFORE, in consideration of the foregoing and the authority heretofore conferred to the Board of Governors of The Villages Club, Teal Development Corporation declares that the Declaration is hereby amended and changed as follows:

- (1) Section 2 of Article V of the Declaration is deleted in its entirety.
- (2) The following paragraph shall be substituted for and in place of that paragraph set forth under Section 2 of Article V of the Declaration:

Purpose of Assessments. The assessments levied by the Developer shall be used for the purpose of promoting the recreation, health, safety and welfare of the members of the Club, and for the construction, improvement, maintenance and administration of utilities, streets, common properties, services, and facilities for the use and enjoyment of the members of the Club, including, but not limited to, the payment of taxes and insurance, the cost of labor, equipment, materials, management and supervision for the construction, improvement, maintenance and administration of utilities, streets, common properties, services and facilities for the use and enjoyment of the members of the Club.

All other terms and conditions shall remain as set forth in the Declaration and the Declaration, as amended herein, is in full force and effect.

= .. =

EXECUTED this 21<sup>st</sup> day of June, 1964.

TEAL DEVELOPMENT CORPORATION

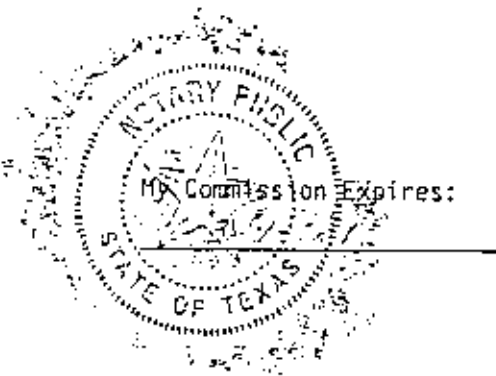
By   
PRESIDENT

THE STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT E. MEAD, JR., of TEAL DEVELOPMENT CORPORATION, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27<sup>th</sup> day of April, 1980.



*Thomas J. Bell*  
Notary Public in and for Dallas County,  
Texas



ANNEX A

Clear Lake Village #4, according to plat thereof of record in Volume 8, Page 193 of the Plat Records of Smith County, Texas.

Estate Village #1, according to plat thereof of record in Volume 8, Page 194 of the Plat Records of Smith County, Texas.

Estate Village #2, According to plat thereof of record in Volume 8, Page 195 of the Plat Records of Smith County, Texas.

Estate Village #3, according to plat thereof of record in Volume 8, Page 196 of the Plat Records of Smith County, Texas.

Estate Village #4, according to plat thereof of record in Volume 8, Page 197, of the Plat Records of Smith County, Texas.

Estate Village #5, according to plat thereof of record in Volume 8, Page 198, of the Plat Records of Smith County, Texas.

Springlake Village #3, according to the plat thereof of record in Volume 8, Page 192, of the Plat Records of Smith County, Texas.

THE STATE OF TEXAS  
COUNTY OF SMITH I HEREBY CERTIFY THAT THE FOREGOING DEED  
OR INSTRUMENT OF WRITING WAS FILED IN MY OFFICE FOR RECORD  
AT 10:36 O'CLOCK A.M. ON THE 16 DAY OF July 1980  
AND THAT THE SAME TOGETHER WITH THE CERTIFICATE OF AUTHEN-  
TICATION WAS ON THIS DAY CORRECTLY RECORDED ON PAGES 16-17  
IN VOLUME 1813 RECORD OF DEEDS OF SMITH  
COUNTY TEXAS.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE IN TYLER, TEXAS, ON  
23 DAY OF July 1980  
MARY MORRIS, County Clerk, Smith County, Texas  
By Linda Lee Deputy