

BRIERWOOD BAY  
Property Owners Association  
P. O. Box 24, Frankston, Texas 75763

CERTIFICATE OF CORPORATE RESOLUTION

We, JIM DENT, President, and DORTHA JONES, Secretary of BRIERWOOD BAY PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation duly organized, existing and in good standing under the laws of the State of Texas, certify that, pursuant to a Notice in writing sent to each lot owner dated March 16, 1982, and executed by each member of the Board of Directors, a SPECIAL MEETING of the Association was duly convened, in accordance with Article III, Section 2, of the By-Laws of the Association, at the V.F.W. Hall, Frankston, Texas, on the 10th day of April 1982, at 11 o'clock A.M. The meeting was attended by more than sixty percent (60%) of the owners of the lots in the subdivision as required by Article 16, of the Deed Restrictions. Pursuant to such Notice the following RESOLUTION was duly and legally passed and adopted and the same has not been altered, amended, rescinded or repealed and is now in full force and effect:

RESOLVED, that Article 14 of the Restrictions on Briewood Bay Subdivision on Lake Palestine in Henderson County, Texas, dated May 24, 1971, and currently of record in Vol. 664, Page 847 of the Deed Records of Henderson County, Texas, be amended to read, and shall hereafter read as follows:

"14. All owners of lots in Briewood Bay Subdivision must be approved by the Property Owners Association and must be members of the Association and pay annual Membership dues thereto in the amount of Thirty and No/100 Dollars (\$30.00). The first years dues shall be payable by the lot owner within six (6) months after the purchase of the lot. Annual dues shall thereafter be payable in advance each twelve (12) months thereafter. The funds of the Property Owners Association will be used to maintain the facilities provided by the developers of Briewood Bay Subdivision and said funds may be used by the Briewood Bay Property Owners Association for any action taken by the Briewood Bay Property Owners Association through its Board of Directors for the enforcement of Deed Restrictions or the protection and preservation of the common areas or facilities. The amount of the annual dues may be increased or decreased from time to time by a vote or petition of the owners of at least sixty percent (60%) of the residential lots."

FURTHER RESOLVED, that Article 17 of said Restrictions be amended to read, and shall hereafter read as follows:

"17. The Briewood Bay Property Owners Association through its Board of Directors at Association expense, or any owner at such owner's expense, shall have the right to enforce these covenants by a proceeding or proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. For the purposes of enforcement of Deed Restrictions an owner shall be defined as every person or entity who is a record owner of a fee interest in any lot or who holds a Contract for Deed to any lot, which contract has not been revoked for default in accordance with its terms, in Briewood Bay Subdivision, a subdivision on Lake Palestine in Henderson County, Texas. EXCEPT such person or entity who holds an interest in a lot as security, the performance of an obligation."

FURTHER RESOLVED, that the Officers of the corporation be authorized and directed to file a certified copy of the foregoing resolutions for record in the Deed Records of Henderson County, Texas.



BRIERWOOD BAY PROPERTY OWNERS ASSOCIATION, INC.  
CERTIFICATE OF CORPORATE RESOLUTION - Page 2  
April 10, 1982

IN WITNESS WHEREOF, we have hereunto set our hands as President and Secretary, respectively, of said non-profit corporation and have attached hereto the official seal of said corporation, this 10th day of April, 1982.

Jim Dent  
JIM DENT, President

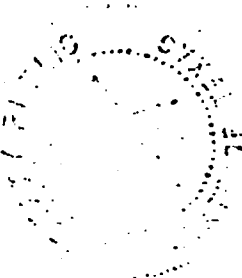
Dortha Jones  
DORTHA JONES, Secretary

TOTAL VOTES 996 ILSA  
TOTAL VOTES CAST: 848 Texas State Law  
VOTES CAST FOR: 845 Texas State Law  
VOTES CAST AGAINST: -0-  
Votes ABSTAINING 3 Texas State Law

THE STATE OF TEXAS X  
COUNTY OF HENDERSON X

Before me, the undersigned authority, on this day personally appeared JIM DENT, President, and DORTHA JONES, Secretary, of BRIERWOOD BAY PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 10th day of April, 1982.

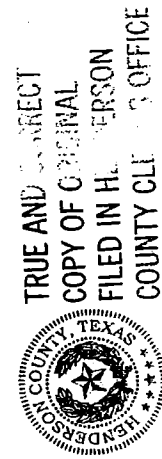


Ruth Wacker  
Notary Public, State of Texas

RUTH WACKER  
(Stamp or print name of notary)

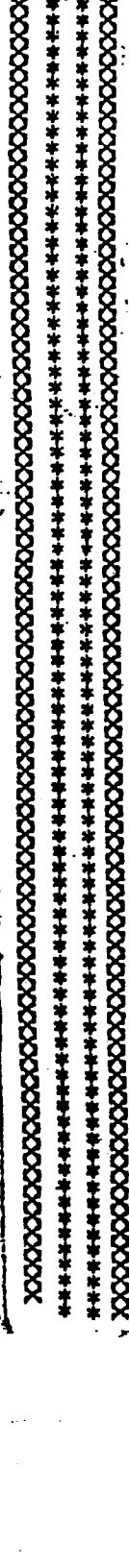
My commission expires: 4-08-84

FILED FOR RECORD THIS 16 DAY OF April A.D. 1982 AT 10 O'CLOCK P.M.  
JOE DAN FOWLER CLERK COUNTY COURT HENDERSON CO. TEXAS BY S. W. DEPUTY



I, Gwen Moffett, County Clerk in and for Henderson County, Texas, hereby Certify the above to be a true and correct copy as the same appears in my office in Vol. 976, Page 892-893  
R.P. Record. Date of issuance 5-3-20-85

By Gwen Moffett Deputy



*For the purpose and by the authority of*  
**DEPARTMENT OF STATE**

OFFICE OF THE SECRETARY OF STATE

**CERTIFICATE OF INCORPORATION**  
**OF**

**BRIERWOOD BAY PROPERTY OWNERS ASSOCIATION, INC.**  
CHARTER NO. 325451

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated May 29, 1973

*Mark L. H. White*  
Secretary of State



FILED  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF TEXAS  
MAY 14 1963  
BRIERWOOD BAY PROPERTY OWNERS ASSOCIATION  
Secretary of State  
L. N. S. A. 1963  
BRIERWOOD BAY PROPERTY OWNERS ASSOCIATION  
Secretary of State

ARTICLES OF INCORPORATION  
OF

BRIERWOOD BAY PROPERTY OWNERS ASSOCIATION

In compliance with the requirements of the Texas Non-Profit Corporation Act, we, the undersigned natural persons of the age of twenty-one (21) years or more and all of whom are citizens of the State of Texas, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is BRIERWOOD BAY PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "Association". This is a non-profit corporation.

ARTICLE II

The initial registered office of the Association is located at Suite 140 Carillon Tower East, 13601 Preston Road, Dallas, Texas.

ARTICLE III

Lem J. Willis, whose address is Suite 140, Carillon Tower East, 13601 Preston Road, Dallas, Texas, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed are to provide for maintenance, preservation and architectural control of the lots and Common Areas within that certain tract of property known as "Brierwood Bay" and situated in the County of Henderson, State of Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

To promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those certain Restrictions applicable to the property and recorded in the Office of the County Clerk, Henderson County, Texas, and as the same may be amended from time to time as therein provided, said Restrictions being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

- (e) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an

instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

#### ARTICLE V

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI

#### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners

(with the exception of the developer) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they

than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the developer of Brierwood Bay, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on March 1, 1976.

#### ARTICLE VII

The affairs of this Association shall be managed by a Board of three (3) Directors, until the first annual meeting of members and thereafter by a Board of nine (9) Directors, none of which Directors need be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The name and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
LEM J. WILLIS	Suite 140 Carillon Tower East, 13601 Preston Road Dallas, Texas
BETTY J. WILLIS	Suite 140, Carillon Tower East, 13601 Preston Road Dallas, Texas
CHARLES W. SPENCER	Suite 2500, LTV Tower Dallas, Texas

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years, and

three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

#### ARTICLE VIII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE IX

##### DURATION

The Association shall exist perpetually.

#### ARTICLE X

The Association shall have the power to indemnify any and all of the officers and directors and any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually or necessarily incurred by them in connection with the defense of any action, suit, or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been directors or officers or a director or officer of the Association, or of such other corporation, except in relation to matters as to which any such director or officer or person shall be finally adjudged in such action, suit or



proceeding to be liable for misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which these indemnified may be entitled, under any By-Laws, agreement, vote of shareholders, or otherwise.

#### ARTICLE XI

In case the Association shall enter into any contract or transact any business with one or more of its directors or officers, or with any firm of which any director or officer is a member, or with any corporation or association of which any director or officer is a stockholder, director or officer, such contract or transaction shall not be invalidated or in any way affected by the fact that such director or officer has, or may have an interest therein which is nor might be adverse to the interests of the association, even though the vote of such director or officer might have been necessary to obligate the association upon such contract or transaction; provided, however, that the fact of such interest shall have been disclosed to or shall be known by the other directors, officers or the shareholders of the association, as the case may be, acting upon or with reference to such contract or transaction.

#### ARTICLE XII

Amendment of these articles shall require the assent of 75 percent (75%) of each class of members.

#### ARTICLE XIII

The names and addresses of the incorporators are:

<u>NAME</u>	<u>ADDRESS</u>
Charles W. Spencer	2500 LTV Tower, Dallas, Texas
J. Christopher Bird	2500 LTV Tower, Dallas, Texas
D. Ronald Reueker	2500 LTV Tower, Dallas, Texas

IN WITNESS WHEREOF, we have hereunto set our hands this

25<sup>th</sup> day of May, 1973.

Charles W. Spencer  
Charles W. Spencer

J. Christopher Bird  
J. Christopher Bird

D. Ronald Rencker  
D. Ronald Rencker

THE STATE OF TEXAS )  
                                  )  
COUNTY OF DALLAS )

BEFORE ME, a Notary Public, do hereby certify that on this  
25<sup>th</sup> day of May, 1973, personally appeared  
Charles W. Spencer, J. Christopher Bird and D. Ronald Rencker,  
who each being by me first duly sworn, severally declared that they  
are the persons who signed the foregoing document as incorporators,  
and that the statements therein contained are true.

David A. Dick  
Notary Public in and for  
Dallas County, Texas

All that certain tract or parcel of land, a part of the Jose H. Acosta Survey, Abstract No. 1, Henderson County, Texas, and being a part of that certain 414.2 acre tract conveyed to the Holdert Company by J. E. Robinson on August 17, 1954, and recorded in Volume 420, Page 211 of the Deed Records of Henderson County, Texas, and a part of that certain 35.08 acre tract described in a Deed of Trust to Ralph Parker, Trustee, by James C. Hynne, Jr., et al, and recorded in Volume 73, Page 291 of the Deed of Trust Records of Henderson County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod for corner in a County Road at the Southerly Southwest corner of the above mentioned 414.2 acre tract, from which a concrete monument bears North 00 degrees 15 minutes West 39.4 feet;

THENCE North 00 degrees 15 minutes West, with the lower West line of the said tract, and with an old fence and marked line, a distance of 2031.22 feet to a concrete monument for corner, from which an 18" Ash bears North 7 degrees West 22.5 feet;

THENCE South 89 degrees 46 minutes West, with the Westerly South line of the said 414.2 acre tract, a distance of 1844.74 feet to a 1/2" Iron Rod for corner in the West line of the Jose H. Acosta Survey, from which a 1/2" Iron Rod bears North 89 degrees 46 minutes East 40.00 feet;

THENCE North 00 degrees 11 minutes West, with the West line of the Acosta Survey, a distance of 3113.66 feet to a 1/2" Iron Rod for corner at the Northwest corner of the above mentioned 414.2 acre tract, from which a concrete monument bears North 09 degrees 16 minutes East 12.00 feet;

THENCE North 89 degrees 16 minutes East, with the North line of the said tract, a distance of 1736.00 feet to an Iron Rod at the Northwest corner of a certain 60.43 acre tract conveyed to the Upper Neches River Municipal Water Authority by James C. Hynne, Jr., et al, on September \_\_\_\_\_, 1966;

THENCE with the West and Southwest line of the said 60.43 acre tract, South 22 degrees 30 minutes East 222.90 feet, South 62 degrees 27 minutes West 231.20 feet, South 67 degrees 39 minutes West 172.70 feet, South 69 degrees 50 minutes West 228.60 feet, South 26 degrees 00 minutes West 92.70 feet, South 62 degrees 12 minutes East 204.00 feet, South 28 degrees 24 minutes West 142.70 feet, South 8 degrees 15 minutes East 160.60 feet, South 71 degrees 29 minutes East 263.60 feet, South 9 degrees 24 minutes West 127.80 feet, South 45 degrees 34 minutes West 170.70 feet, South 82 degrees 24 minutes East 81.50 feet, North 69 degrees 29 minutes East 106.20 feet, South 66 degrees 28 minutes East 225.10 feet, North 81 degrees 41 minutes East 226.10 feet, South 60 degrees 02 minutes East 248.80 feet, South 3 degrees 27 minutes East 303.80 feet, South 22 degrees 41 minutes West 290.60 feet, South 31 degrees 12 minutes West 242.10 feet, South 16 degrees 09 minutes East 209.60 feet, North 85 degrees 51 minutes East 360.30 feet, North 78 degrees 53 minutes East 260.00 feet, South 30 degrees 09 minutes East 317.40 feet, South 3 degrees 40 minutes East 202.00 feet, North 83 degrees 57 minutes East 128.60 feet, North 54 degrees 52 minutes East 179.20 feet, North 51 degrees 55 minutes East 123.70 feet, North 23 degrees 46 minutes West 254.90 feet, North 22 degrees 47 minutes West 282.60 feet, North 2 degrees 23 minutes West 217.10 feet, North 20 degrees 48 minutes East 144.00 feet, North 36 degrees 04 minutes East 184.20 feet, South 48 degrees 59 minutes East 237.10 feet, South 5 degrees 12 minutes East 318.90 feet, South 44 degrees 20 minutes East 265.90 feet, South 82 degrees 47 minutes East 102.20 feet, and South 39 degrees 00 minutes East 123.33 feet to a point for corner in the lower East line of the above mentioned 414.2 acre tract;

THENCE South 00 degrees 18 minutes West, with the lower East line of the said tract, with an old fence and marked line, a distance of 1093.18 feet to a 14" Post Oak at the Northwest corner of the above mentioned 35.06 acre tract;

THENCE North 89 degrees 50 minutes East, with the North line of the said tract, a distance of 1028.43 feet to a 1" Iron Pipe for corner in the West right of way line of State Highway No. 155;

THENCE South 17 degrees 44 minutes West, with the West right of way line of the said Highway, a distance of 740.71 feet to a 1/2" Iron Rod for corner;

THENCE South 89 degrees 48 minutes West, a distance of 806.17 feet to a 1/2" Iron Rod for corner in the lower East line of the above mentioned 414.2 acre tract;

THENCE South 00 degrees 18 minutes West, with the lower East line of the said tract, a distance of 316.00 feet to a 1/2" Iron Rod for corner in a County Road, at the lower Southeast corner of the above mentioned 414.2 acre tract, from which a concrete monument bears North 00 degrees 18 minutes East 30.00 feet;

THENCE South 89 degrees 40 minutes West, with the South line of the said tract, and with the said County Road, a distance of 1913.86 feet to the place of beginning, containing 278.246 acres of land, of which 1.524 acres are within the right of way of a County Road.

3698

RESTRICTIONS ON BRIERWOOD BAY SUBDIVISION  
ON LAKE PALESTINE IN  
HENDERSON COUNTY, TEXAS

THE STATE OF TEXAS           §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HENDERSON       §

That We, LEM J. WILLIS and BETTY J. WILLIS, owners and developers of BRIERWOOD BAY SUBDIVISION situated on and adjacent to Lake Palestine, on the JOSE M. ACOSTA SURVEY, A-1, in Henderson County, Texas, as shown by a plat filed in the Plat Records of Henderson County, Texas, do hereby declare that all of the lots situated in said subdivision, except those which may be herein specifically excepted, shall have and be subject to the following restrictions, which shall be binding upon all purchasers of lots in said subdivision, their heirs, successors, executors, administrators and assigns, to-wit:

1. All lots shall be known and used exclusively for residential purposes, EXCEPT those used for boat launching facilities (indicated on the plat), those designated for commercial purposes by the developers and those situated in an area, designated by the developers as "Camper Area". Until such time as lots are sold in the Camper Area, the developers reserve the right to amend or modify these restrictions in so far as they affect the Camper Area or to make and file additional restrictions affecting such Camper Area.
2. No lot in said subdivision shall be re-subdivided.
3. No lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such matters shall be kept in a clean and sanitary condition.
4. No noxious or offensive trade or activity shall be carried on upon any residential lot; nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
5. No more than one single family dwelling unit, not exceeding two stories, shall be erected, placed on, or permitted to remain on any residential lot and, except as may be herein permitted, no structure of a temporary character, bus, tent, garage or other out building shall be used on any lot at anytime as a residence, either temporarily or permanently. This provision is not intended to, and does not, prohibit a lot owner from using his lot for temporary camping on week-ends, during vacation periods, or while construction of his dwelling on said lot is in progress, but no camping facilities shall be left on the premises at the termination of such week-end, vacation or construction period. Mobil, modular, pre-fabricated or manufactured homes are permitted, PROVIDED that they contain not less than five hundred and fifty (550) square feet of living area and are unpinned and skirted with a material and by a method approved by the developers of BRIERWOOD BAY SUBDIVISION.



TRUE AND CORRECT  
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 COUNTY CLERK'S OFFICE

6. No residence shall be located on any lot nearer than ten (10) feet from the front lot line, nor nearer than four (4) feet from the side or back lot line of any lot and no outbuilding shall be constructed nearer than forty (40) feet from the front line nor nearer than four (4) feet from the side or back lot line. In the event of common ownership of more than one (1) lot and the construction of one dwelling on more than one lot, the combined area shall be considered as one lot for these purposes.
7. No residence of less than five hundred and fifty (550) square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot.
8. Buildings shall be neat in appearance and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within one hundred and fifty (150) days from the beginning date of construction or if not, then lot owners must obtain a written extension of time for such completion from the developers of BRIERWOOD BAY SUBDIVISION.
9. All structures shall be new construction, using new materials. No used material shall be permitted.
10. No out-door toilet shall be erected, placed or permitted to remain on any lot. All individual sewerage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT of the State of Texas.
11. No sign shall be erected, placed or permitted to remain on any lot, EXCEPT HOWEVER that a standard real estate "For Sale" sign, not to exceed sixteen (16) inches by twenty four (24) inches in dimensions may be erected.
12. No animals, except household pets, shall be kept or maintained on any lot.
13. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon the failure of any owner to do this the developers of BRIERWOOD BAY SUBDIVISION or their successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by the owner of said lot to the developers of BRIERWOOD BAY SUBDIVISION or their successors or assigns.
14. All owners of lots in BRIERWOOD BAY SUBDIVISION must be approved by the Property Owners Association and must be members of the Association and pay annual membership dues thereto in the amount of Thirty Dollars (\$30.00). The first year's dues shall be payable by the lot owner within six (6) months after the purchase of the lot. Annual dues shall thereafter be payable in advance each 12 months thereafter. The funds of the Property Owners Association will be used to maintain the facilities provided by the developers of BRIERWOOD BAY SUBDIVISION. The amount of the annual dues may be increased or decreased from time to time by a vote or petition of the owners of at least sixty (60) per cent of the residential lots.



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN HENDERSON  
COUNTY CLERK'S OFFICE

15. Nothing shall be removed from unsold lots; trees are not to be cut on any lot before the lot is paid for in full unless permission is given by the developers. The shoreline of unsold lots is not for the use of the property owners. (Parks and swimming areas are set aside for this purpose.)

16. These covenants and restrictions are and shall be covenants running with the land and shall be binding on all owners of lots in BRIERWOOD BAY SUBDIVISION, their heirs, administrators, executors, successors and assigns and they shall not be altered, changed, amended or revoked in whole or in part, except as herein provided; PROVIDED HOWEVER that they may be changed, altered, amended or revoked in whole or in part by a petition of the owners of at least sixty (60) per cent of the lots.

17. Enforcement of these covenants shall be by a proceeding or proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both.

18. Invalidation of any one of these covenants or any portion thereof by a judgment or court order shall in no wise affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

19. The owners and developers of BRIERWOOD BAY SUBDIVISION reserve and retain an easement five (5) feet wide along the perimeter of each lot sold to be used for the purposes of utilities.

Witness our hands this 24th day of May, 1971.

*Lem J. Willis*  
Lem J. Willis

*Betty J. Willis*  
Betty J. Willis

Owners and Developers of  
Brierwood Bay Subdivision

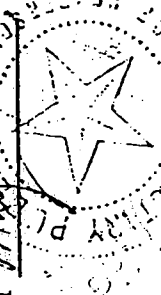
THE STATE OF TEXAS )  
 )  
 )  
COUNTY OF )

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LEM J. WILLIS and wife, BETTY J. WILLIS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

of May 24 1971.  
GIVEN under my hand and seal of office this the 24 day

Notary Public in and for Henderson County, Texas.

*Edward R. Howell*  
Notary Public in and for Henderson County, Texas.



I, Mary Margaret Wilson, County Clerk in and for Henderson County, Texas, hereby certify the County above is a true and correct copy as the same appears in my office Vol 644, Page 849  
R.P. Record Date of Issuance 3/16/2015

By J. Dan Fuhler Deputy  
FILED FOR RECORD THIS 24 DAY OF May A.D. 1971 AT 1:55 O'CLOCK P.M.  
JOE DAN FUHLER CLERK COUNTY COURT, HENDERSON CO. TEXAS-91  
DEPUTY  
TRUE AND CORRECT  
FILED IN HENDERSON COUNTY CLERK'S OFFICE

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jim T. Akins whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said 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 28th day of March A. D. 19 72



*Edra Harmon*  
Notary Public in and for  
Dallas County, Texas

FILED FOR RECORD THIS 4 DAY OF April A.D. 1972 AT 12:30 O'CLOCK A M  
JOE DAN FORTNER CLERK COUNTY CLERK, HENDERSON CO. TEXAS BY gp DEPUTY

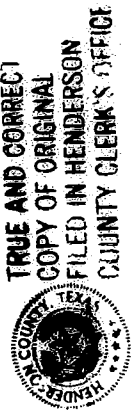
2676

SUPPLEMENT TO RESTRICTIONS ON BRIERWOOD BAY SUBDIVISION  
ON LAKE PALESTINE IN  
HENDERSON COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF HENDERSON §  
KNOW ALL MEN BY THESE PRESENTS:

That WILLIS PROPERTIES, INC., owner and developer of BRIERWOOD BAY SUBDIVISION situated on and adjacent to Lake Palestine, in the JOSE M. ACOSTA SURVEY, A-1, in Henderson County, Texas, as shown by a plat filed in the Plat Records of Henderson County, Texas, as a supplemental declaration of restrictions on the described property, does hereby declare that the lots hereinbelow set forth and situated in said subdivision, shall have and be subject to the restrictions contained in the original declaration on file in Volume 664, Page 847, as supplemented hereby, which restrictions shall be binding upon all purchasers of lots in said subdivision, their heirs, successors, executors, administrators and assigns, this supplemental declaration of restrictions to be effective March 29, 1972, to-wit:

1. Paragraph 1 of that certain declaration of restrictions on file in Volume 664, Page 847, Deed Records, Henderson County, Texas is hereby supplemented by the declaration and designation of (a) Lots 742 through 959 inclusive, in said subdivision as a camper area in which weekend campers may be used; (b) Lot 111 through 150, and Lot 270 through 310, both inclusive are declared and designated to be a residential area within which no houses shall be constructed having a living area excluding porch area, garage, and carport of less than 1,000 square feet, it being intended that no mobil homes be located on such aforesaid lots; and (c) Lots 54-A through 63-A, inclusive, are designated, declared and restricted for commercial purposes only.





2. Paragraph 7 of the declaration of restrictions on file in Volume 664, Page 847, Deed Records, Henderson County, Texas, is hereby supplemented by the addition of the following declaration of restrictions applying to the Lots hereby designated: (a) no residence of less than 1,000 square feet of living area, excluding porch area, garage and carport, shall be constructed on Lots 111 through 150, and 270 through 310, both inclusive; and (b) all plans for construction in BRIERWOOD BAY SUBDIVISION is hereby required to be approved by the developer prior to commencement of construction.

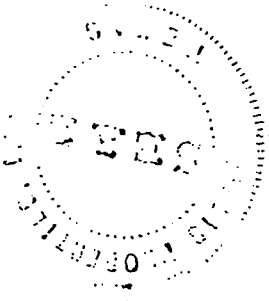
Executed this 29th day of March, 1972.

WILLIS PROPERTIES, INC.

ATTEST:

Charles W. Spencer  
Secretary

BY: Lem J. Willis  
Lem J. Willis, President  
Owner and Developer of  
BRIERWOOD BAY SUBDIVISION



STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, on this day personally appeared LEM J. WILLIS, 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 WILLIS PROPERTIES, INC., 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 29th day of March, A. D., 1972.

I, Mary Margaret Wight, County Clerk in and for Henderson County, Texas, hereby certify the above to be a true and correct copy as the same appears in my office Vol. 690, Page 233  
Record Date of Issuance 3-16-2015

By Barbara Lee Deputy.



M. E. Spencer  
Notary Public in and for  
Dallas County, Texas

SUPPLEMENT TO RESTRICTIONS - PAGE TWO  
FILED FOR RECORD THIS 4 DAY OF April A.D. 1972 BY M. E. Spencer A. M.  
JOE GALT, CLERK, HENDERSON COUNTY CLERK'S OFFICE, HENDERSON CO., TEXAS BY JB DEPUTY

TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN HENDERSON  
COUNTY CLERK'S OFFICE

DESIGNATION IN CONJUNCTION WITH  
RESTRICTIONS ON BRIERWOOD BAY  
SUBDIVISION ON LAKE PALESTINE  
IN HENDERSON COUNTY, TEXAS

We, WILLIS PROPERTIES, INC., a Texas corporation, owners and developers of Brierwood Bay Subdivision (the "Subdivision") situated on and adjacent to Lake Palestine, in the Jose M. Acosta Survey, Abstract No. 1, in Henderson County, Texas, as shown by a Plat filed in Plat Book 8, Page 4 of the Plat Records of Henderson County, Texas, do hereby declare for record purposes that the following lots have previously been designated by us as the "Camper Area" as referenced in Restriction 1 of the Declaration of Restrictions on the Subdivision as recorded in Volume 664, Page 847 of the Deed Records of Henderson County, Texas, as supplemented by that certain Supplement to Restrictions on the Subdivision as recorded in Volume 680, Page 232 of the Deed Records of Henderson County, Texas. All of the lots in the Subdivision within the "Camper Area" are listed as follows:

Lots 18A through 51A, inclusive;

Lots 213 through 259, inclusive;

Lots 683 through 959, inclusive; and

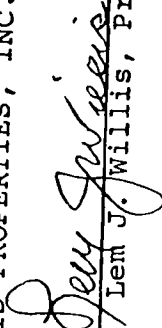
Lots 1008 through 1157, inclusive.

It has always been our intent and we hereby declare that the "Camper Area" is an area where a camper is permitted, but not required, on any lot. A mobile home, modular home or cottage is permitted on any lot in the "Camper Area" in addition to, or in place of, a camper.

SIGNED this 16th day of April, 1980.

WILLIS PROPERTIES, INC.

By

  
Lem J. Willis, President

STATE OF TEXAS           \$  
                                  \$  
COUNTY OF DALLAS     \$


BEFORE ME, the undersigned authority, on this day personally appeared LEM J. WILLIS, President of WILLIS PROPERTIES, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of April, 1980.



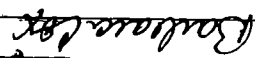
TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN HENDERSON  
COUNTY CLERK'S OFFICE



  
Notary Public in and for  
Dallas County, Texas

PAULA K. SULLIVAN, Notary Public  
Dallas County, Texas

My Commission Expires May 2, 1980

I, Mary Margaret Wray, County Clerk in and for Henderson County, Texas, hereby Certify the above to be a true and correct copy as the same appears in my office Vol. 907, Page 174  
Record Date of Issuance 3-16-2015  
By  Deputy

FILED FOR RECORD THIS 18 DAY OF April A.D. 1980 AT 8:14 O'CLOCK AM  
JCE DAN FOWLEN CLERK COURT HENDERSON CO. TEXAS BY AY DEPUTY.