EXHIBIT A

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 13 day of APRIL, 1972, by Caney Creek Farm, Inc., hereinafter called Developer.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, 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, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, 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, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Texas, as a non-profit corporation, Turtle Creek Homes Association, Inc., for the purpose of exercising the functions aforesaid;

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

ARTICLE I

Definitions

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

(a) "Association" shall mean and refer to the Turtle Creek Homes Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown as "Green Area" on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "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.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.

ARTICLE II

Property 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 Wharton County, Texas, and is more particularly described as follows:

Turtle Creek Village, Section I, a subdivision in Wharton County, Texas, according to the map or plat thereof of record in Book 1, Page 24, Plat Records of Wharton County, Texas.

all of which real property shall hereinafter be referred to as "Existing Property."

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

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a General Plan of Development prepared prior to the sale of any Lot and made known to every purchaser (which may be done by brochure delivered to each purchaser) prior to such sale.

Such General Plan of Development shall show the proposed additions to the Existing Property and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and (5) a schedule for termination of the Developer's right under the provisions of this sub-section to bring additional development stages within the scheme. Unless otherwise stated therein, such General Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the lands shown thereon and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Delcaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

General Protective Covenants

Section 1. Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, or as shown on the plat. After the construction of such residence, it is understood that there may also be constructed a garage, servants' quarters or guest's quarters, so long as the same are connected by covered breezeway or otherwise with, and used in conjunction with such single-family, private residence.

Section 2. Lot Area. No lot shall be re-subdivided without the specific approval of the Architectural Control Committee.

Section 3. Structures.

(a) No dwelling shall be erected or permitted to remain on any lot, having a floor area of less than one thousand five hundred square feet (1500 sq. ft.) when measured to exterior walls, exclusive of attached garages or other similar appendages.

(b) All dwellings shall be constructed new and no dwelling structure shall be moved from certain areas on to any lot.

(c) No structure shall be used until the exterior thereof, as approved by the Architectural Control Committee and sanitary sewerage disposal facilities (complying with 14 below) are completely finished.

(d) No dwelling shall be located on any lot nearer than twenty-five (25) feet to any exterior lot line (i.e., any street), nor nearer than five (5) feet to any interior lot line, no overhang nearer than five (5) feet, except that:

(i) If one structure is constructed on a homesite consisting of more than one lot, the combined area shall be considered as one lot.

(ii) The set-back lines may be relaxed by decision of the Architectural Control Committee.

(e) No trailer, tent, shack, garage, barn, mobilehome, camper, or other outbuilding, or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during construction of permanent structures.

(f) With reasonable diligence, and in all events within six (6) months from the commencement of construction (ulness completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed.

(g) No fence, wall or hedge or radio or television aerial shall be built nearer to any street than the building set-back line therefrom.

Section 4. Signs. No for sale or for rent signs may be displayed without the prior written approval of the Architectural Control Commission; and no other type of sign or advertising may be displayed on any lot.

Section 5. Nuisance. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, not shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

Section 6. Firearms. The use or discharge of firearms is expressly prohibited within the Subdivision.

Section 7. Garbage and Trash Disposal. No lot shall be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. No trash, leaves, grass or other matter shall be burned on any lot.

Section 8. Storage of Materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then, such material shall be placed within the property lines of the lot on which the improvements are to be erected.

Section 9. Animals. No horses, cows, poultry, or livestock of any kind other than house pets may be kept on any lot and then not for commercial purposes.

Section 10. Drainage Structures. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

Section 11. Unsightly Storage. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks or unsightly vehicles shall be stored or kept for the purpose of repair on any lots or drives, except in enclosed garages or storage facilities protected from the view of the public or other residents of the Subdivision.

Section 12. Off-Street Parking. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-street parking for his vehicle or vehicles.

Section 13. Grass and Weeds and Landscaping. The owner of each lot shall keep grass, weeds and vegitation (except as part of a landscaping plan approved by the Architectural Control Committee), trimmed or cut so that the same shall remain in a neat and attractive condition. No fence, wall or shrub planting which obstructs sight lines at elevations between 2 1/2 feet above the streets and 8 feet above the streets shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line. No fence, wall or hedge, or mass planting shall be permitted to extend nearer to any street than above restrictions. Any conflict between this section and section 3(g) shall be governed by section 3(g). Each owner shall keep grass trimmed within 18 inches on the outside of any fence bordering on the Common Properties. Upon any failure of the owner so to do within thirty (30) days after notice to said owner of such condition, then Association or its agents may enter upon said lot to remove the same at the expense of the owner, provided that the same shall not exceed Twenty Five ($25.00) Dollars per lot annually.

Section 14. Sewerage. No outside toilets will be permitted. No installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewage. No means of sewage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewage disposal, meeting the requirements of and approval of the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks or other sewage disposal facilities into any road, ditch or surface easement, either directly or indirectly, is prohibited. Lateral lines, absorption pits or drain fields can be installed in the Common Areas with the approval of the Architectural Control Committee and any so installed must be seventy-five (75) feet or more from water ways. The Architectural Control Committee may refuse permission for any such installation for any reason and must do so if it is determined that any proposed installation is not absolutely necessary.

Section 15. Easements. Perpetual easements are reserved over and across the lots in the Subdivision for the purpose of installing, repairing and maintaining or conveying to proper parties so that they may install, repair and maintain, electrical power, water, sewerage, gas, telephone, and similar utility facilities and services, for all the lots and properties in the Subdivision as follows: All easements shown on the recorded plat of the Subdivision are adopted as part of these restrictions; and in instances in which surrounding terrain may necessitate the location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto, for maintenance, repair and replacement purposes, without the lot-owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by Developer in the vicinity hereof, and shall also inure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies.

Section 16. Underground Electric System. An underground electric distribution system will be installed in Turtle Creek Village Subdivision, Section I, and shall embrace all lots in Turtle Creek Village Subdivision, Section I. The owner of each lot in Turtle Creek Village Subdivision, Section I, shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on owner's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained in Turtle Creek Village Subdivision, Section I, the electric service to each lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in Turtle Creek Village Subdivision, Section I, at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that Turtle Creek Village Subdivision, Section I, is being developed for single family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of lot owners in Turtle Creek Village Subdivision, Section I, be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, of (b) the owner of such lot, or the applicant for service, shall pay to the company the sum of (i) $1.00 per front lot foot, it having

been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (ii) the cost of rearranging and adding any electric facilities serving such lot, which rearrangement or addition is determined by the company to be necessary.

Section 17. Oil, Gas and Mineral Development. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted upon any part of the lands included in the Subdivision at any time while these restrictions remain in force and effect.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1. 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 shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any 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 January 1, 1980.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

ARTICLE V

Property Rights In the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a 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.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby convenants, for itself, its successors and assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than January 1, 1980.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties 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 and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with

such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continiung lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, 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 Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1976, the annual assessment shall be One Hundred Eighty Dollars ($180.00) per lot. From and after January 1, 1976, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent, to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called,

subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, perpare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs 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 the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lieu of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or 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.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII

Architectural Control Committee

Section 1. Review by Committee. 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 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 the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change 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 VIII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and

recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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 Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction 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 covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

EXECUTED this 13 day of ~~March~~ APRIL, 1972.

CANEY CREEK FARM, INC.

By Raymond C Harrison
Its President

THE STATE OF TEXAS §

COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND C. HARRISON, President of CANEY CREEK FARM, INC., a corporation, known to me 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 13th day of ~~March~~ APRIL, 1972.

NOTARY PUBLIC WHARTON COUNTY, TEXAS

Notary Public in and for Wharton County, Texas.

I, Delfin Marek, Clerk of the County Court in and for Wharton County, Texas do hereby certify that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office the 13th day of April, A. D., 1972 at 10:30 o'clock A. M., and duly recorded the 14th day of April A. D., 1972 at 3:00 o'clock A. M. in the Deed Records of said County, in Vol. 424 on page 155

Witness my hand and seal of the County Court, of said County, at Wharton, Texas, the day and year last above written.

DELFIN MAREK, CLERK COUNTY COURT,
WHARTON COUNTY, TEXAS

By Dwinnel Kocian, Deputy

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made this 7th day of February, 1973, by Caney Creek Farm, Inc., hereinafter called Developer;

W I T N E S S E T H:

WHEREAS, Developer is the owner of Turtle Creek Village, Section I, a subdivision in Wharton County, Texas, according to the map or plat thereof of record in Book 1, Page 24, Plat Records of Wharton County, Texas; and

WHEREAS, Developer is creating on said Turtle Creek Village, Section I, a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the residents of Turtle Creek Village, and to that end has subjected said Turtle Creek Village, Section I, to certain covenants, restrictions, easements, charges and liens, as set forth in a Declaration of Covenants and Restrictions of record in Vol. 424, Page 155, Deed Records of Wharton County, Texas, and has incorporated under the laws of the State of Texas, as a non-profit corporation, Turtle Creek Homes Association, Inc., for the purpose of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges provided in said Declaration; and

WHEREAS, Article II, Section 2 of said Declaration provides that Developer may bring within the scheme of said Declaration additional properties, and Developer desires to do so with respect to the real property described below;

NOW, THEREFORE, it is declared and agreed as follows:

1. The Developer hereby declares that the following described real property is, and shall be, held, transferred, sold, conveyed, and occupied subject to all easements, charges, liens, covenants, restrictions, and all other terms and provisions of the aforesaid Declaration of Covenants and Restrictions recorded in Vol. 424, Page 155, Deed Records of Wharton County, Texas, to-wit:

> Turtle Creek Village, Section II, a subdivision in Wharton County, Texas, according to the map or plat thereof of record in Book 1, Page 32, Plat Records of Wharton County, Texas.

Provided, however, that the area of land shown and designated as "Commercial Area" on said plat is hereby excluded from this Supplementary Declaration, so that such Commercial Area shall not be subject to any of the easements, charges, liens, covenants, restrictions, and other terms and provisions of the aforedescribed Declaration of Covenants and Restrictions.

2. Without limiting the generality of the foregoing, the Developer, at the request of the electric company furnishing electric service to the property involved here, hereby specifically declares that Turtle Creek Village, Section II, as more fully described above, shall be subject to the following terms and provisions (which are intended to duplicate the terms and provisions of Article III, Section 16 of the aforesaid Declaration of Covenants and Restrictions):

Underground Electric System

An underground electric distribution system will be installed in Turtle Creek Village Subdivision, Section II, and shall embrace all lots in Turtle Creek Village Subdivision, Section II. The owner of each lot in Turtle Creek Village Subdivision, Section II, shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on owner's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained in Turtle Creek Village Subdivision, Section II, the electric service to each lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company shall install the underground electric distribution system in Turtle Creek Village Sub-Division, Section II, at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that Turtle Creek Village Subdivision, Section II, is being developed for single family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of lot owners in Turtle Creek Village Subdivision, Section II, be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the owner of such lot, or the applicant for service, shall pay to the company the sum of (i) $1.00 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (ii) the cost of rearranging and adding any electric facilities serving such lot, which rearrangement or addition is determined by the company to be necessary.

3. It is intended that by reason hereof the aforesaid Turtle Creek Village, Section II (except the Commercial Area, as indicated above), shall be brought within the scheme of said Declaration of

Covenants and Restrictions, and said scheme (and each and every term and provision thereof) is hereby extended to said Turtle Creek Village, Section II.

EXECUTED this 7th day of February, 1973.

CANEY CREEK FARM, INC.

By Raymond C. Harrison
Raymond C. Harrison, President

THE STATE OF TEXAS §

COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND C. HARRISON, President of Caney Creek Farm, Inc., a corporation, known to me 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of February, 1973.

Grace B. Hildebrand
Notary Public in and for
Wharton County, Texas

I, Delfin Marek, Clerk of the County Court in and for Wharton County, Texas do hereby certify that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office the 16th day of February, A. D., 197 3 at 3:30 o'clock P. M., and duly recorded the 19th day of February A. D., 197 3 at 3:00 o'clock P. M. in the Deed Records of said County, in Vol 432 on page 131

Witness my hand and seal of the County Court, of said County, at Wharton, Texas, the day and year last above written.

DELFIN MAREK, CLERK COUNTY COURT,
WHARTON COUNTY, TEXAS

By Linda Boone, Deputy