

**FOURTH AMENDMENT TO
RESTRICTIVE COVENANTS OF**

BIRCH CREEK VILLAGE PROPERTIES, INC.

BIRCH CREEK VILLAGE PROPERTIES, INC., a subdivision in and an addition to Burleson County, Texas, containing 315.8 acres of land, more or less, out of the Ann T. Woolridge Survey, A-244, as shown by Map or Plan thereof, filed for record in the office of the County Clerk, Burleson County, Texas, on July 11, 1977, and recorded in Volume 1, Page 44, of the Map Records of Burleson County, Texas, reference to which is here made;

have subdivided such property into lots with intervening streets and easement ways for the construction, operation and maintenance of utility lines, in accordance with the map or plat of said BIRCH CREEK VILLAGE, prepared by Carlomagno Surveying & Mapping Company, duly approved by the Commissioner's Court of Burleson County, Texas, as same is on file and of record in Volume I, Page 44, of the Map Records of Burleson County, Texas, and do hereby dedicate said streets and easements ways for the construction, operation and maintenance of utility lines to the use of future owners of lots or any portion of lots within said subdivision and to the public as such in accordance with the words and provisions of dedication set forth on the face of said Map.

For the purpose of creating and carrying out a uniform plan for the improvement and/or sale of the lots contained in the subdivision, the following restrictions and conditions on the use of said lots are hereby established and adopted and imposed upon each lot in said Addition; said conditions and restrictions shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Birch Creek Village Properties, Inc., its successors and assigns, and upon all persons acquiring property by whatever means in said addition; by the acceptance of title to any lot or portion thereof in this subdivision, the owner thereof shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein and such restrictions and conditions shall be made a part of each contract and/or deed executed by or on the behalf of Birch Creek Village Properties, Inc., conveying a lot or portion thereof within said subdivision, by reference to the place of record of this instrument; and by acceptance thereof, the Grantee, and all persons claiming under him, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered, and accepted subject to the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to a lot or portion thereof in said subdivision to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument.

The following numbered commercial lots are not subject to the restrictions contained in this instrument: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 386, 387, 388, 389, 396, 397, all in Block 1, however they are subject to maintenance fees.

Reserve area A [8.375 acres] previously set aside for out water system is declared an invalid reserve and is subject to property Maintenance fees.

The following restrictions are applicable to ALL LOTS in BLOCK ONE except commercial lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,

386, 387, 388, 389, 396 and 397:

1. All lots (except those commercial numbered above) shall be used as one single family residential lots, and for no other purpose. All living quarters on the property are to be for the bona fide use of the owner's immediate family or guests.
2. No lot or any portion thereof may be used for commercial, business, or professional uses or activities of any type, other than that which benefits the maintenance and upkeep of the subdivision. No noxious or offensive trade or activity shall be carried on upon any lot or any of the roads in the subdivision nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood. No heavy equipment can be parked or stored on any residential lot unless it is enclosed from view.
3. No cesspool shall be dug, used or maintained on any lot. When a residence or other living quarters is constructed or placed on any lot, it shall provide an inside toilet and shall be connected with a septic system. Drainage of septic systems into roads, drainage courses or open ditches is prohibited. All septic systems and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and all other applicable governmental regulations, including all terms and conditions of orders presently in effect or that may come into effect issued by the Texas Water Quality Board. No outside toilets may be constructed or maintained on any lot.
4. No lot shall be used or maintained as a dumping ground for rubbish; trash; garbage; nonoperational vehicles, or parts thereof; junked appliances and other mechanical debris; furniture; or other waste. Trash, garbage or other waste materials shall be kept in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition. No excessive amount of building material shall be placed or stored upon any lot until the owner is ready to commence improvements and such material shall not be placed in the streets. After the improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed.
5. No swine of any kind shall be raised, bred or kept on any lot. Other animals may be kept and maintained on the lots, but they shall not be kept in such numbers or in any such manner as to become an annoyance or nuisance in the neighborhood. All dogs shall be restricted to property owner's lot and not allowed to run loose in subdivision. No animals may be kept or bred for any commercial purposes. No breeds of animals that are considered dangerous shall be permitted. Dangerous dogs are defined by the Texas Health Code [section 822.041] as one who, in a place other than a dog's enclosure, makes an unprovoked attack that causes bodily injury, or causes a reasonable person to believe that the dog will attack.
6. No professional sign of any kind shall be displayed to the public view except one sign of not more than five square feet advertising the property for sale.
7. No oil drilling, or development or quarrying or mining operations of any kind shall be permitted.
8. No lot may be resold or subdivided into any dimension of less than .45 acre.
9. No structure, other than fences, shall be located on any lot nearer to the front or rear lot line or nearer to the side road than five (5) feet. No building shall be located nearer than five (5) feet to an interior lot line, or nearer than five (5) feet to the side line of the parcel of land upon which such improvements are to be erected. No building shall be located or maintained or placed on any easement shown on the recorded Plat. No building shall be located or maintained or placed on any utility or Corps of Engineers Flowage Easements shown on the recorded plat.
10. Camping by a lot owner is permitted and owner may permit camping equipment to remain on his lot; however, no tents shall be allowed to remain unoccupied for more than a twenty-four hour period. Any temporary tent or canopy erected on property must be removed within 30 days of being damaged or in disarray. Camping is not allowed at the Pavilion or Pool Area.
11. The enclosed ground floor area of any permanent housing structure intended for human habitation shall contain not less than four hundred (400) square feet, exclusive of open porches and garages.

12. Any residential dwelling being considered for lease is subject to appropriate due diligence of proposed lessee by the Birch Creek Village Properties board. No garage or out building for rental purposes will be permitted on any lot.
13. All property owners shall maintain their lots in a well maintained manner.
14. All permanent mobile or manufactured homes are to be skirted within 180 days after placing same on the premises.
15. Property Owners shall refrain from loud noise after 10 PM.
16. Property owners should contact the County Commissioner on culvert requirements for driveways.

DURATION OF RESTRICTION:

All the restrictions and covenants herein set forth shall be covenants running with the land and shall continue and be binding upon Birch Creek Village Properties, Inc., and upon its successors and assigns, for a period of ten years from the date of this instrument, unless terminated or amended as provided herein. At the expiration of said ten year term, the restrictions and covenants as herein set out shall automatically be extended for an additional ten year period and for successive periods of ten years thereafter, unless nullified or revised as hereinafter provided. After the expiration of ten years from the date hereof, the majority of the Property Owners in the Subdivision may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the Office of the County Clerk of Burtleson County, Texas, and then and thereafter, these restrictions and covenants shall be null, void and of no further force and effect, or be modified or revised as said instrument may direct.

RIGHT TO ENFORCE:

The restrictions and covenants herein set forth shall be binding on BIRCH CREEK VILLAGE PROPERTIES, INC., its successors and assigns and upon all parties claiming by, through, or under it and all subsequent owners of property in the Subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said property. The violation of any such restrictions shall not operate to invalidate any Mortgage, Deed of Trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the restrictions herein mentioned. BIRCH CREEK VILLAGE PROPERTIES, INC., or the owners of any lot in this Subdivision shall have the right to enforce observance or performance of the provisions of this instrument.

EASEMENTS:

All lots in the Subdivision are subject to certain easements over and across portions of each lot, as shown by map of the Subdivision, such easements being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water lines, sewer lines, electric lighting and telephone cables or poles, drainage ditches, television cable, and/or

equipment necessary for the performance of utility services and functions, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove obstructions on the easement right-of-way as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or structures. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon the Subdivision property, except that nothing set out above shall prohibit, as heretofore set out, the use of such easements or rights-of-way by adjacent owners for the construction of fence lines, walks and/or drives provided no permanent structures are built thereon and provided no damage shall accrue to any utility company.

In addition to the ground easements mentioned above, an additional aerial easement is reserved resulting in a total overall ground easement ten (10) feet wide from the ground upward and unobstructed aerial easement, twenty (20) feet wide from a plane fifteen (15) feet above the ground upward centered on the ground easements. This aerial easement being particularly needed by light and telephone companies for the protection of overhead wire.

MAINTENANCE CHARGE:

Each and every lot shown on the recorded Plat is hereby subjected to an annual maintenance charge, for the purpose of creating a fund to be known as 'Maintenance Fund' to be paid by the owner or owners of each lot, which said charge shall be payable annually in advance, to BIRCH CREEK VILLAGE PROPERTIES, INC. on January 1, of each year. The annual maintenance charge shall be \$80.00 per lot. If two or more lots are owned by the same party, then all lots over one shall be \$40.00 per year. Maintenance fees may be revised as deemed necessary by a majority vote of the property owners both by proxy vote and those in attendance at the Annual Meeting held in August of each year.

The "Maintenance Fund" shall be used toward the payment of expenses incurred for any of the following purposes: Constructing and maintaining recreational facilities; improving and maintaining the streets, easements, or other public areas; payment of legal or other expenses incurred in connection with enforcement of these restrictions and enforcement of collection of the maintenance charge; and doing any other thing necessary or desirable in order to maintain the Subdivision in a neat, orderly and quality manner. To secure the payment of such maintenance charge, a vendor's lien is retained against the lots in the Subdivision, the premises and improvements thereon, in deed from the undersigned, its successors and assigns, and it shall be the same as if a vendor's lien was retained herein in favor of the undersigned without recourse on the undersigned in any amount for the payment of such charge and indebtedness. Said vendor's lien shall, however, be a subordinate lien and an inferior lien to any Deed of Trust lien or Mechanic's lien

placed against said property. BIRCH CREEK VILLAGE PROPERTIES, INC., as long as it shall administer said fund, shall make available on August 31st of each year a statement showing collections and expenditures of said fund.

November 10, 2018

EXECUTED this the 6TH day of DECEMBER, 2018.

BIRCH CREEK VILLAGE PROPERTIES, INC.
SOMERVILLE, BURLESON COUNTY, TEXAS 77879

BY: BOARD OF DIRECTORS

[Signature]
MARK JANIK
[Signature]
Janet Hancock
[Signature]
Jackie Beck

[Signature]
SONIA LUMMUS
[Signature]
LARRY G. COKER

BY: PRESIDENT

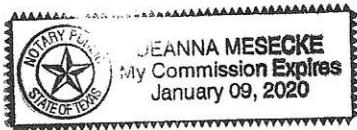
[Signature]
Billy Hancock

THE STATE OF TEXAS
COUNTY OF BURLESON

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BEFORE ME, the undersigned authority, on this day personally appeared, Jackie Beck, Larry Coker, Janet Hancock, Mark Janik and Sonia Lummus members of the Board of Directors of Birch Creek Village Properties, Inc., and Billy Hancock, President of Birch Creek Village Properties, Inc. Known to me to be the person(s) whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity thereto stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of DECEMBER, 2018.



[Signature]
Deanna Meescke
Notary Public in and for State of Texas

~~BEFORE ME, the undersigned authority, on this day personally appeared, _____, known to me to be the person(s) whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity thereto stated.~~

~~GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2018.~~

~~_____
Notary Public in and for State of Texas~~