

AMENDED AND RESTATED DEED RESTRICTIONS**LEISUREWOOD SUBDIVISION**

STATE OF TEXAS §

COUNTY OF POLK §

The foregoing DEED RESTRICTIONS as to LEISUREWOOD SUBDIVISION in Polk County, Texas, shall supersede all previous deed restrictions as to such subdivision recorded in Volume 446, Page 788; Volume 471, Page 569; Volume 483, Page 3; and Volume 545, Page 734, of the Deed Records of Polk County, Texas, and this deed restriction amendment shall be in lieu of said restrictions from the date of execution hereof.

Leisurewood Limited Partnership, a Texas limited partnership, and Leisurewood Development Corporation, a Texas corporation, (herein referred to as "Developers"), are the majority owners of a subdivision of 47.65 acres of land in the A.M. DeLajarza Surveys, A-43 and A-44, Polk County, Texas, known as LEISUREWOOD or LEISUREWOOD ON THE LAKE (herein referred to as "Subdivision" or "property"), being more particularly described in Exhibit A attached hereto and incorporated herein and made a part hereof for all purposes, and also being more particularly described in PLAT thereof of record in Volume 9, Page 5, of the Plat Records of Polk County, Texas, which plat is incorporated herein and made a part hereof for all intents and purposes.

Developers desire to create and carry out a uniform plan for the improvement, development, maintenance, and sale of all of the tracts or lots (herein referred to as "Lots") in the Subdivision. To that purpose, Developers hereby adopt, establish and impose the following declarations, reservations, protective covenants and limitations governing conveyance of all Lots in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the Lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1. The Lots shall not be subdivided and sold in smaller parcels than originally conveyed by Developers. Developers, however, may subdivide, redefine and sell, or assign the rights to subdivide and sell, Lots in the subdivision in order to reallocate lot sizes and sell redefined Lots

2. Only one single family residence shall be permitted on each of the Lots in the subdivision, except Lots 1 and 73 - 78 which may be multi-family, not to exceed four (4) residences per Lot, and Lots 79 - 82 which may be commercial and/or multi-family. Lot 44 may be subdivided and replatted to allow more than one single family residence, if the replat plan and architectural plans are approved by the Architectural Control Board. Although commercial and multi-family uses are permitted on designated Lots, it is intended that any commercial or multi-family use of these lots should compliment and protect the entrance to the subdivision, and protect subdivision property values, and that any use on these lots that could adversely effect the subdivision would be prohibited. This specifically limits and restricts the property from being used for any commercial application that may in any way, visually or audibly, impact the subdivision in a negative manner. Such restricted uses would include, but not be limited to industrial uses, mobile home or automobile sales lots, and automobile or truck repair and/or storage.

3. Except as authorized by paragraph 3 and 15 hereof, no trailer, mobile home, recreational vehicle, tent, shack or other temporary structure shall be erected, placed or maintained on any Lot, and no temporary building, basement, garage, or other out building erected on any Lot shall at any time be used for human habitation. There will be no overnight camping in recreational vehicles, campers or tents on Lots upon which there is no dwelling, or no dwelling under construction. No building, whether of a temporary or permanent nature, will be permitted to be moved upon Subdivision Lots. All buildings must

be constructed on the Lots. The Developers shall be exempted from this restriction in so much as the Developers or their assigns may use temporary or portable buildings as necessary for the efficient completion, maintenance, and sale of the Subdivision, including but not limited to sales or equipment storage facilities.

4. Any residence constructed on said property shall be new construction and shall be of any of the following: (1) brick, brick veneer, rock, or masonry; (2) log cabin construction; (3) wood, Hardiplank, or Hardipanel siding; (4) colored aluminum siding or such other colored siding as may be approved by the Architectural Control Board; or (5) any combination of the above or other exterior building materials as may be approved by the Architectural Control Board; provided, however, that used brick and other such used materials as are customarily used by builders in the construction of new residences for decorative effect may be used. All single family residences on interior lots shall have a minimum of 1,500 square feet of living area, and two (2) story residences on interior lots shall have a minimum of 1,000 square feet of living area on the ground level. All waterfront residences shall have a minimum of 2,000 square feet of living area, and two (2) story residences on waterfront lots shall have a minimum of 1,500 square feet on the second floor, and with the lower level enclosed and utilized for garage and storage areas, and for additional living area providing the residence is constructed above the flowage easement. Residential units on multi-family Lots shall have a minimum of 400 square feet of living area per unit. Living area shall not include unairconditioned porches, decks, patios, breezeways and garages. Exceptions to these requirements shall require the approval of the Architectural Control Board. Any residence over two (2) stories in height shall require the specific approval of the Architectural Control Board in accordance with paragraph 9a hereof.

5. No barbed wire, chicken wire or hog wire may be used for fencing. Only fencing of wood construction, ornamental iron, or chain link shall be permitted, with the exception of existing barbed wire fencing separating the Subdivision from the adjacent wildlife preserve property owned by the Trinity River Authority. Fencing shall not be permitted in front of any residence except as established by the Developers for security purposes or to separate areas designated by the Developers. When two or more adjacent Lots are used as one building Lot, fencing shall not be permitted closer to the roadway than any portion of any building or structure located on any Lot, unless an exception to this requirement is granted in writing by the Architectural Control Board.

6. **BUILDING SET-BACK LINES:** No building or structure shall be located on any Lot nearer than twenty (20) feet to any road easement line, except as to Lots 83 through 96 such distance shall be thirty (30) feet. Eaves, steps and open porches shall not be considered as part of a building but this definition shall not permit any portion of a building including the aforesaid to be closer than ten (10) feet from a side property line. An exception to building set-back requirements may be granted by the Architectural Control Board when two or more adjacent Lots are used as one building Lot, placing a side property line in the interior of the building Lot. No detached improvement shall be erected or maintained on any Lot forward of the above lines, nor shall any boat, trailer, or truck camper tops be stored there. A ten (10) foot easement is reserved across the front of the property for utility installation and maintenance and drainage easements, together with all the rights of ingress and egress to or from the right of way for the purpose of construction, inspection, repair, and maintenance of said easements

7. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the subdivision except on Lots 1, 44 and 73 through 82, which may be used for commercial purposes. No business of any kind may be maintained and/or conducted upon any of the other Lots except that multi-family uses on Lots 1, 44 and 73 through 82 may include residential rental and assisted living services. In addition, any Lots designated for Subdivision amenities, such as a marina access or community recreation area, are exempt from this requirement. The Developers or builders may use a residence as a sales and development office during completion of the Subdivision and until such time as all units are sold.

8. No obnoxious, offensive, or unlawful activity may be carried on or conducted on the

property, nor shall anything be done thereon which may be or become an annoyance or nuisance to an adjoining property owner, or in any way subtract from or reduce the value of other properties in the Subdivision

9a. No building or structures, including by way of example but not by way of limitation, residences, barns, fences, walls, air conditioning towers, and swimming pools, or any additions thereto, or any alterations thereof ("building"), shall be erected, renovated or reconstructed, placed or suffered to be placed or remain upon the property or any Lot, including waterfront piers, until the building's detailed plans, specifications, and plot plan showing the location of such building, together with the outside color scheme thereof, have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of them with respect to topography and finished ground elevation, by the Architectural Control Board. No window air conditioning units shall be used in any residence without approval in writing by the Architectural Control Board. A true copy of all building and improvement plans, specifications and details indicating floor plans, exterior design and finish, structural design and cost, the materials to be used in any improvement contemplated, together with the accurate plot plan showing the grading plan of the Lot, the drainage plan in compliance with FHA drainage guidelines, the grade of elevation of said buildings and structures, and the location of same with respect to the property lines, and front and side set-back lines, and the outside color scheme to be used on any improvements to be erected on said property, shall be submitted and filed permanently with said Architectural Control Board and any buildings, or improvements which are thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if the Architectural Control Board neither approves or rejects such plans and specifications in writing within sixty (60) days after submission of the same to said Architectural Control Board, approval shall be implied as long as plans and specifications do not involve variances to or exceptions from the requirements of these deed restrictions. No changes shall be made in the exterior design thereof after construction has begun on any Lot until plans and specifications for the proposed changes have been submitted and approved in writing by the Architectural Control Board. Further, a waterfront lot owner can have a pier, dock or deck permitted and built on the shore of their lot at a mean sea level of 135 feet. No covered boathouse or storages on the shoreline or over the water that affect the view will be approved. The purpose of this restriction is to protect the view for all waterfront lot owners. The existing residential marina will not be extended west further than 100 feet.

9b. Said Architectural Control Board shall be appointed by the Developers until such time as a Community Association may be formed. At such time as the Subdivision has been completely sold out, or at such earlier feasible time, at the discretion of the Developers, a Community Association may be formed by the majority action of Lot owners in the Subdivision, with one vote for each Lot. After the formation of a Community Association, the duties of the Architectural Control Board shall then be carried out by the Community Association or by such committee as may be delegated such duties by the Association. Until the formation of a Community Association, any reference herein to a Community Association shall apply to the Architectural Control Board which shall perform the duties and have the authorities herein specified. The Architectural Control Board may from time to time establish and amend written guidelines to specify its standards, requirements, and thought processes used in evaluating an application for approval of building plans and specifications.

10a. When construction of any improvement has begun, it shall be completed with reasonable diligence. It is stipulated that a reasonable length of time for the completion of the improvements, residence, or other structure is six (6) months from the date the slab or foundation is poured or installed. Failure to complete construction in the allotted time will result in a \$50.00 per day assessment against the Lot, payable to the Developer or Community Association. The Developer or Community Association may grant a waiver of such assessment in the event of delays due to adverse weather conditions or other factors beyond the control of the property owner or builder.

10b. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such materials shall be placed within the

property lines on the Lot upon which improvements are to be erected, and shall not be placed in the streets or between the edge of a Subdivision roadway and the property line.

11. No trash, garbage or debris of any kind shall be dumped or permitted to accumulate on said property, nor may any of such materials be burned on the premises, except in an incinerator designed for such purposes and approved by Developers or Community Association, and except for the burning of timber or brush which has been cut or pushed down for the purpose of clearing the property or removal of fallen trees, which shall be accomplished in an approved area and in accordance with Polk County and other fire authority guidelines.

12. No animals, livestock, or poultry shall be raised, bred, or kept on any Lot, except that dogs, cats and other household pets may be kept, provided they are not kept, maintained, or bred for any commercial purposes, and are confined to the owner's lot or kept on a leash at all times. It is further understood that the number of such animals may be limited at any time, and Subdivision rules established by the Community Association or Architectural Control Board to limit any objectionable conditions. Any household pets of any unusual or extraordinary nature must receive the approval of the Developers or Community Association.

13. **Wastewater Treatment Systems:** No cesspools shall be dug or permitted on the property. Septic tanks and approved wastewater treatment systems, to include low-dose, drip system and aerobic systems, will be permitted on the property, but their construction, location, and maintenance shall meet the requirements of the Trinity River Authority of Texas, Texas Water Quality Board, and State Health Department, and comply with all other existing state, county or other laws relating thereto, and shall be subject to the inspection and approval of the Health Officer of Polk County, Texas, and specifications promulgated and then in effect under the enforcement of Trinity River Authority. Whenever a residence is established on any tract, it shall be provided with an inside toilet, and shall be connected immediately upon inspection and approval to a septic tank or system, at the expense of the owner of said Lot. Wastewater treatment system requirements provided herein shall be required until such time as subdivision sanitary sewer is available and a residence is connected to such subdivision system. Further, whenever a central wastewater treatment plant and disposal system shall be established to serve the Subdivision, whether publicly or privately owned and operated, then all of the Lot owners, and/or occupants, to whom such wastewater treatment service is available, shall connect their Lots thereto for wastewater disposal, paying the established rates and all connection fees or charges therefore at their expense. In addition, from and after the time such a central wastewater treatment plant and disposal system/service becomes available to any Lot, no septic tank or individual wastewater treatment system whether therefore or thereafter built or installed, shall be used in connection with any Subdivision Lot.

14. No repair work, dismantling or assembling of motor vehicles, or machinery or equipment shall be done in any street, or in the front or side of any Lot.

15. No boat, trailer, travel trailer or motor home is to be parked on any Lot for more than twenty-four (24) hours unless said vehicle(s) is stored in a garage, or in a designated storage area beneath or behind the house, except that the Developer may designate and/or create a resident storage or guest area on Lots 73 and 74 for boats, trailers and recreational vehicles. A Special Parking Permit must be obtained from the Developer or Community Association if parking time is to exceed twenty-four (24) hours. Prior to the construction of any building or improvements, property owners may have a travel trailer or recreational vehicle on the property for weekends and vacations and on a limited basis during construction, however, said vehicles may not be left on the property when the property owner departs. Such use is subject to availability and Subdivision rules which may be established from time to time in connection with such use by the Developer or Community Association. Due to such limitations, property owners must inform and request approval of the Developer or Community Association of such intended use at least twenty-four (24) hours prior to arrival on the property.

16. No signs, advertisements, billboard or advertising structure of any kind may be erected or

maintained on said property without the written consent of Developers, or their assigns (including but not limited to the Community Association). Developers, or their assigns, shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property without such consent and in so doing shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal. This shall not prohibit a "For Sale" or "For Rent" sign on said property if not larger than four (4) square feet. Seasonal and holiday signs and/or decor should be removed within thirty (30) days of such holiday. The Developers may place such signs as are necessary to advertise and sell the properties until the properties are sold. Builders shall be allowed a large sign of Architectural Control Board approval for any sales office until such time as their units in the Subdivision are sold.

17. All fishing and game laws must be observed and obeyed by any owners or their guests while in the Subdivision. No firearms or fireworks of any kind shall be discharged in the Subdivision, and no motorcycles, motorbikes, four-wheel drive vehicles or other recreational vehicles may be operated in the Subdivision for any purpose except transportation on designated roads and streets. No heavy trucks, tractors, trailers, and other heavy equipment that may cause damage to Subdivision roads may be operated on Subdivision roads unless specifically approved by the Developers or Community Association. The construction, location, and maintenance of a private marina or and/or private boat slips shall meet the requirements of the Trinity River Authority of Texas, and comply with all other existing state, county or other laws relating thereto.

18. Mailboxes and mailbox posts shall be uniform as to construction and location, as specified by the U.S. Postal Service, and coordinated with Polk County and the Texas Department of Transportation. Cluster mailboxes may also be used in the Subdivision, subject to the approval of the U.S. Postal Service of a cluster mail box location in an accessible area near the entrance to the Subdivision.

19. Lot owners, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same, at their own expense, in a neat and presentable manner and are obligated to keep the grass, vegetation, and weeds on said Lot cut as often as may be necessary to maintain a neat and attractive condition, and to maintain residences and other buildings on the property in good repair and in a safe, clean, and painted condition to preserve the attractiveness of the property. In the event the Lot owners should, in the opinion of the Developers or Community Association, fail to maintain said property in a neat and attractive manner, the Developers or Community Association will notify the owners in writing of any objectionable, detrimental or unattractive conditions existing on said property and request owners to eliminate such conditions. Upon written notice of such conditions, owner may request a hearing to present any extenuating circumstances to the Developers or Community Association, in writing within 15 days of such notice. In the event such owner fails to request a hearing or eliminate such conditions within fifteen (15) days after receipt of written notice from the Developers or Community Association specifying such condition, then the Developers or Community Association are authorized to correct such conditions and bill the cost of same to the property owner or occupant, and in such event the Developers or Community Association shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action. The owner or occupant agrees by the purchase or occupation of any Lot in the Subdivision to pay such statement of cost immediately upon receipt thereof.

20. Each private driveway shall have a drainage structure thereunder and parallel to the Subdivision roadway which provides a drainage opening area of sufficient size to permit the free flow of water between the roadway and property, and such drainage structure shall be approved as to size and location by the Developers or Community Association, and in accordance with the minimum size requirements for Polk County, Texas.

21a. Each Subdivision Lot is subject to an annual maintenance fee of ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00) per lot, or TEN AND NO/100 DOLLARS (\$10.00) per month

per lot, for the purpose of funding the "LEISUREWOOD MAINTENANCE FUND". This fee is intended for a minimum 15,000 square foot Lot, and the Developer or Community Association may charge increased fees on a pro-rata basis for oversized or multiple lot purchases. Waterfront Lots, being oversized and a minimum of ½ acre, shall be subject to an annual maintenance fee of TWO HUNDRED FORTY AND NO/100 DOLLARS (\$240.00) per lot, or TWENTY AND NO/100 DOLLARS (\$20.00) per month per lot. A separate maintenance fee of TEN AND NO/100 DOLLARS (\$10.00) per month shall be charged for each boat stall in the Subdivision marina. All waterfront lots shall be subject to an additional annual fee of ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00) per lot, or TEN AND NO/100 DOLLARS (\$10.00) per month for lawn care until beginning of construction of lot improvements. Annual maintenance fees may be adjusted by the Developers or Community Association as the maintenance needs of the Subdivision may, in their judgment, require. The maintenance fee is to be paid annually in advance by the owner of each Lot or boat stall, to the Developer or Community Association, as billed at the end of each year for the subsequent year. Any delinquent payment after January 31st of each year shall be subject to a late fee of TWENTY FIVE AND NO/100 DOLLARS (\$25.00), and a delinquent charge of twelve per cent (12%) per annum. The maintenance fee shall be secured by a Vendor's Lien upon the Lot owner's property, which shall be junior and subordinate to any lien granted by the owner of said Lot to secure the repayment of sums advanced to cover the Lot purchase price, or the cost of construction of any permanent improvements to be placed thereon. Non-occupied lots owned by the Developers are not subject to maintenance charges. Individual piers to tie up boats temporarily may be approved for waterfront lots outside the marina, and are subject not only to approval of the Architectural Control Board, but also to the requirements and approval of the Trinity River Authority.

21b. The Developer or Community Association shall make an annual accounting of the maintenance fund available to the owners of the property upon request, showing receipts and expenditures. Such accounting shall apply the total of the funds collected so far as they may be sufficient toward the payment of expenses incurred for the maintenance and improvement of roads and ditches, utility cost, the maintenance and improvement of common areas to include lighting, signs, beautification of the entrance, recreational facilities and amenities, drainage, reimbursement of expenses advanced or payment for common amenities paid for by the Developer on behalf of the Subdivision, and other actions necessary and desirable in the opinion of the Developers or Community Association which will benefit the owners or occupants of the property within the Subdivision. Developers, their heirs, or the Community Association, shall also have the right to use said maintenance fund to enforce these restrictions.

22. If any Lot owner, or their heirs or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for the Developers or their assigns, including but not limited to the Community Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and either to prevent them from so doing or to recover damages or other dues for such violation, for the benefit of Developers, their successors and assigns, as their interest may appear. Developers, their successors and assigns may recover attorney's fees and other expenses in enforcing restrictions.

23. These covenants and restrictions shall run with the land, and shall be binding upon the Lot owners, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from the date hereof, at which time they shall automatically be extended for successive periods of ten (10) years each, unless changed or ended in whole or in part as hereinafter provided.

24. The foregoing covenants and restrictions may be terminated or amended by the execution and recordation of a written instrument executed by the owners of a majority of the Lots within the Subdivision, such owners being allowed one (1) vote for each Lot owned.

25. In the event any one, or more of the covenants, or agreements, restrictions or conditions shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in no way affect the validity of the other covenants, agreements, conditions or restrictions set out herein, which shall remain in full force and effect.

26. No party who has purchased any Lot in the Subdivision shall cut any timber or trees from such Lot larger than four (4) inches in diameter, measured twelve (12) inches from the ground, except on that portion of the Lot which comprises the actual building site where the improvements are to be erected, together with a roadway leading from a Subdivision road to the building site, until the purchase price for the Lot has been paid in full.

27. All lot owners hereby have access for ingress and egress to all roads in all sections of the Subdivision, previously, or at any time in the future, dedicated or deeded to the Community Association. Lake access will be limited and will be designated by the Developers.

28. Tracts are purchased subject to easements established by grant or agreement between Developers and the utility companies furnishing the electric, gas, phone, sewage and water utilities; drainage easements or access easements established by the Developer as indicated on individual Lots; and in addition thereto, waterfront lots are purchased subject to a "wave action easement" and "flowage easement" as established by the Trinity River Authority as heretofore granted as the area here defined.

29. Exploration, production, mining or any other operations in developing or removing, oil, gas and other minerals, including sand, gravel or other mineral materials, shall not be permitted on any of the tracts in said Subdivision.

30. The Architectural Control Board may adopt and publish guidelines for submissions to the Architectural Control Board required by these Deed Restrictions, in order to clarify the standards and requirements used in evaluating an application for Architectural Control Board approval. It should be noted that each submission is considered on its own merit and that the Architectural Control Board may grant a variance from its guidelines and/or from certain provisions of the Deed Restrictions by written approval of each individual submission.

EXECUTED this the 1 day of Oct, 2008.

THE LEISUREWOOD LIMITED PARTNERSHIP
Leisurewood Development Corporation, General Partner

By: M. E. Fitzgerald III
M. E. Fitzgerald III, President of
Leisurewood Development Corporation

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 1 day of Oct, 2008, by Michael Fitzgerald President of Leisurewood Development Corporation, General Partner of the Leisurewood Limited Partnership.

Tammy A. Larson
NOTARY PUBLIC, STATE OF TEXAS

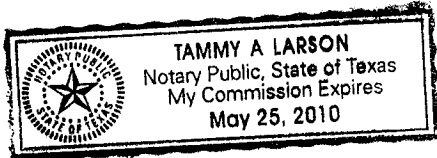


EXHIBIT A-1

TO

DEED RESTRICTIONS - LEISUREWOOD SUBDIVISION

Being 47.65 acres of land in Polk County, Texas, and being out of and a part of the Harold B. Andrew and Gene R. Andrew residue tract of 105.32 acres of land, in the A. M. De Lajarza Surveys, Abstract 43 and Abstract 44, in Polk County, Texas, 34.8 acres thereof being in Abstract 43, and 12.8 acres thereof being in Abstract 44, and said 47.65 acres of land being described by metes and bounds as follows:

BEGINNING at the Northeast corner of the said Andrew residue tract of 105.3 acres; at a concrete monument for corner in the south line of a Southland Paper Mills tract, in the southwest R.O.W. line of F.M. Road 356 to Trinity; and from which a Post Oak 15" diameter marked X, bears N. 45° E., 22.2 feet, and a Post Oak 14" diameter marked X, bears S. 61° 30' E. 9.9 feet;

THENCE South 89° 55' West, with the north line of said 105 acres, 2,236.27 feet to a concrete monument for the NW corner of this 47 acres and the northern NW corner of said 105 acres, a Red Oak 14" diameter marked X, bears S. 6° W., 21.3 feet, and an Elm 12" diameter marked X, bears N. 38° E., 51.9 feet, and a Red Oak 6" diameter marked X, bears S. 77° 30' E., 22 feet;

THENCE South 0° 05' West, with west line of said 105 acres, 1,175.3 feet, to a concrete monument for corner in the dividing line between the 2 De Lajarza Surveys, a Post Oak 18" diameter marked X, bears N. 46° W., 29.7 feet, a Post Oak 16" diameter marked X, bears N. 29° 30' W., 43.7 feet, and a Sweet Gum 8" diameter marked X, bears N. 6° W., 60 feet;

THENCE South 89° 45' West, with said Survey line, 1,355.8 feet, to a concrete monument for the most western corner of this tract in the Fee Take or water line of Lake Livingston;

THENCE with the Fee Take or water line, as follows:

(1) S. 71° 00' E., 519.60 feet; (5) N. 87° 45' E., 460.40 feet;
 (2) S. 79° 00' E., 143.50 feet; (6) S. 84° 35' E., 212.40 feet;
 (3) S. 66° 00' E., 196.00 feet; (7) S. 62° 10' E., 185.00 feet;
 (4) S. 75° 30' E., 293.40 feet; (8) S. 87° 30' E., 135.86 feet to a concrete monument at the SW corner of Harold Andrew 37 acre tract, from which a Pine 11" diameter marked X, bears S. 64° E. 6.5 feet;

THENCE North, with dividing line between Gene and Harold Andrew, 1,232.8 feet, to monument corner, a Post Oak 14" diameter marked X bears S. 39° W., 14.3 feet, and a Red Oak 11" diameter marked X bears N. 69° 30' E., 4 feet;

THENCE East, with said dividing line, 1,926.47 feet, to a monument for corner in the SW right-of-way line of F.M. Road 356, a Willow 10" diameter marked X, bears S. 88° E. 5.2 feet and an Elm 6" diameter marked X, bears N. 35° W., 2.3 feet;

THENCE North 45° 15' West, with said R.O.W., 561.55 feet, to the place of beginning, containing 47.65 acres of land, all according to and as surveyed by N. A. Coats, Registered Public Surveyor, in April, 1968.

EXHIBIT A-2
TO
DEED RESTRICTIONS - LEISUREWOOD SUBDIVISION

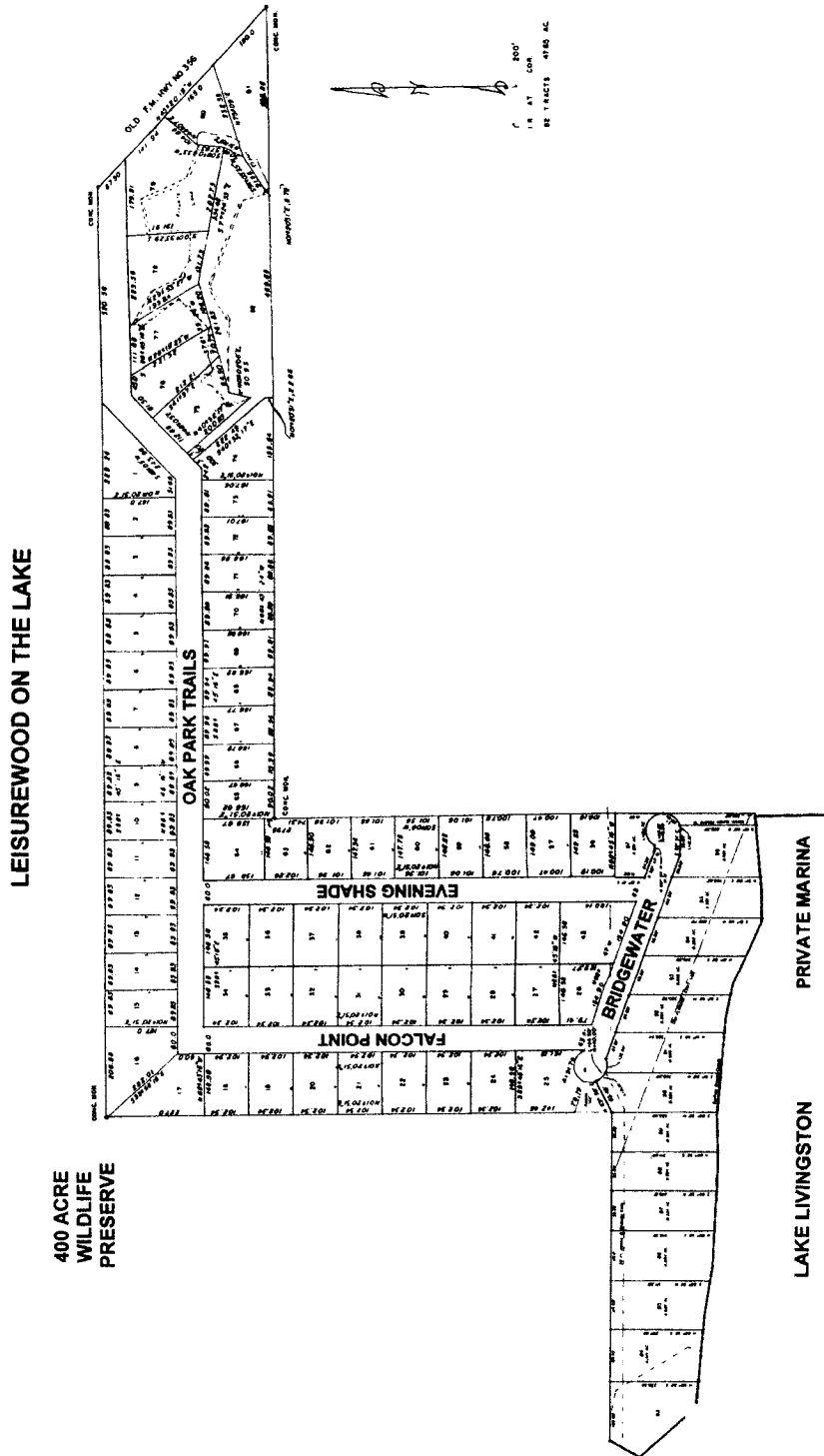


EXHIBIT A-3
TO
DEED RESTRICTIONS - LEISUREWOOD SUBDIVISION

A PARTIAL REPEAT OF
LEISUREWOOD SUBDIVISION
A REPEAT OF LOTS FORTY FOUR (44) THROUGH FIFTY FIVE (55) OF LEISUREWOOD SUBDIVISION AS SITUATED IN THE A. M. DE LA JARZA SURVEYS A-43 AND A-44, POLK COUNTY, TEXAS, AS SHOWN ON THE PLAT THEREOF FILED AND RECORDED IN VOLUME 9, PAGE 9 OF THE PLAT RECORDS OF SAID POLK COUNTY, TEXAS.

TENTH RIVER AUTHORITY, TEXAS
200 US AC. IN. 76, 104'

SHOW ALL MEN BY THESE PRESENTS.

THE LEISUREWOOD LP, a limited liability partnership organized under the laws of the State of Texas, and LEISUREWOOD LP, a limited liability partnership organized under the laws of the State of Texas, do hereby certify that the above described premises are the property of the undersigned and that the undersigned are the owners of the same and that the same are being conveyed to the undersigned for the purposes and consideration herein stated.

IN WITNESS WHEREOF, the said LEISUREWOOD LP, has caused these presents to be signed by its General Partner, LEISUREWOOD DEVELOPMENT CORPORATION, together with me.

LEISUREWOOD DEVELOPMENT CORPORATION
BY: *[Signature]*
M. E. FITZGERALD, II, President

THE STATE OF TEXAS
COUNTY OF POLK

I, *[Signature]*, County Clerk of Polk County, Texas, do hereby certify that the above described premises are the property of the undersigned and that the same are being conveyed to the undersigned for the purposes and consideration herein stated.

THE STATE OF TEXAS
COUNTY OF POLK

I, *[Signature]*, County Clerk of Polk County, Texas, do hereby certify that the above described premises are the property of the undersigned and that the same are being conveyed to the undersigned for the purposes and consideration herein stated.

LIVINGSTON SURVEYING & MAPPING
10101 W. UNIVERSITY BLVD. SUITE 100
DALLAS, TEXAS 75241
PHONE: 972-412-1111
FAX: 972-412-1112
WWW.LIVINGSTONSM.COM

2008 - 1665 - 435

FILED FOR RECORD

2008 OCT -11 P 1:54

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

State of Texas }
County of Polk }

I, BARBARA MIDDLETON hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

CKR

OCT 01 2008



Barbara Middleton
COUNTY CLERK
POLK COUNTY, TEXAS

Ret to: Leisurewood Subd.
245 Bridgewater
Owensboro TX 77360