

THE STATE OF TEXAS
COUNTY OF FREESTONE

KNOW ALL MEN BY THESE PRESENTS

AMENDED RESTRICTIONS FOR GOLDEN CONDO DEVELOPMENT

WHEREAS on 12 day of May, 1987, Rankin Gilpin, D/B/A Golden Condo Development executed an instrument designated as Restriction which established certain restrictions, easements, covenants, conditions and restrictions applicable to Golden Condo Development, which restrictions are recorded in Vol. 750, Page 450, Freestone County Deed Records.

THAT we, Rankin Gilpin D/B/A Golden Condo Development, successor to Golden Condo Development Corp., a dissolved corporation and Henry Morris Harrison and Clara Harrison, owners in fee simple, do hereby AMEND, MODIFY, and CHANGE the above mentioned restrictions and by this agreement do hereby release and relinquish the right to amend, modify or waive said provisions in the following paragraphs:

1. All lots shall be known and described as lots for residential purposes only. Only a one family residence not less than 1000 square feet of floor space exclusive of Porches and Garages or any lot and adjoining fractional part of another lot. these residential lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment house purpose.

2. No building shall be nearer than fifteen (15) feet to the rear property lines.

There shall be an easement reserved forever of a width of ten (10) feet across the rear of each lot where the lot joins the perimeter of the subdivision. The above named ten (10') foot easement shall at all times be kept free and clear of all fences, buildings, trees, or any other obstructions that would hinder the maintenance of the easement. In further regards to this, no building shall be nearer than 15' feet to the pavement.

An easement with right of ingress and egress is reserved in all lots of fifteen (15') feet in width for utility installations, service, and maintenance, including the right to keep same cleared of shrubbery and trees. Said easements are for the construction, and perpetual maintenance of conduits, poles, wires, guy wires as necessary, and fixtures for electric lines, gas lines, telephone lines, water lines, sewer lines, sanitary and storm sewers, road drains and other public utilities, wires, cables, or crossarms may extend over portions of said lot not within the easement so long as it does not hinder the construction of buildings.

3. No residence shall be ^{H.M.H.}
R.G. occupied by a person under 50 years of age unless said person shall be the spouse of a person over 50 years of age or a widow or widower of a deceased person over 50 years of age that was a resident of the subdivision prior to their death. The term "permanently occupied" shall be construed to be use and occupancy for any period in excess of two weeks. This paragraph specifically refers to occupancy and is not to be construed as a restriction against ownership by persons under 50 years of age. *C.H.*

4. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with other property and the community at any particular time. At no time shall junk cars or other inoperable equipment be stored on the lot. No motor homes, travel trailers, buses, pop up campers or tent trailers, boats, trailers or other recreational vehicles shall be stored on any lot other than vans and pickups with covers or campers that fit inside a standard carport or garage.

5. No lot may be subdivided for any reason except that nothing herein contained shall prevent the "Developer" from subdividing lots prior to their initial sale.

6. No fences or walls shall be constructed on any lot in the subdivision.

7. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot, except that one (1) sign containing not more than nine (9) square feet of surface area may be displayed for the sale of dwelling house and lot, but only after the construction of the dwelling house has actually been started.

8. No outside storage Buildings or out Building shall be permitted.

9. Domestic House Pets such as dogs, cats, and other animals customarily maintained indoors may not be maintained on the premises. No animals may be kept outdoors on a permanent basis.

10. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violations. Invalidation of any one or any part of these restrictions by judgment or court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

11. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; at the end of

such period, said restrictions and covenants shall automatically be extended for successive periods of ten (10) years unless, by a vote of a three-fourths (3/4) majority of the then owners of the lots in said subdivision (each lot having one (1) vote), taken prior to the expiration of said twenty-five (25) year period and filed for record in said County, it is agreed to amend or release same.

Rankin Gilpin
Rankin Gilpin D/B/A Golden Condo Development

Henry M. Harrison
Henry Morris Harrison

Clara Harrison
Clara Harrison

THE STATE OF TEXAS



COUNTY OF FREESTONE

This instrument was acknowledged before me on the 27th day of September, 1989 by RANKIN GILPIN D/B/A GOLDEN CONDO DEVELOPMENT.

James J. Block
Notary Public

THE STATE OF TEXAS

COUNTY OF FREESTONE



This instrument was acknowledged before me on the 21st day of September, 1989 by HENRY MORRIS HARRISON and wife, CLARA HARRISON.

James J. Block
Notary Public

FILED FOR RECORD
At 2:30 o'clock P.M.

SEP 21 1989

DORIS TERRY WELCH
Clerk County Court, Freestone County, Texas

By Mary Lynn White

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