

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS 7872

THIS DECLARATION, made on the date hereinafter set forth, by Frates Communities, Inc., a Texas corporation, by and through its duly authorized officer, hereinafter referred to as "Declarant."

WITNESSETH :

WHEREAS, Declarant is the owner of certain property, known as the Cedron Creek Ranch, in the County of Bosque, State of Texas, which is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Ranch");

WHEREAS, Declarant has subdivided a portion of the Ranch (hereinafter referred to as the "Property") into sections, depicted on Plats (hereinafter referred to as "Plat or "Plats"), more particularly described as:

<u>Sections</u>	<u>Tracts</u>	<u>Recorded References, Deed Records, Bosque County</u>
One	1 & 6 through 23 (2 through 5 void numbers)	Volume 219 Page _____
Two	24 through 36	Volume 219 Page _____
Three	37 through 58 & 97	Volume 219 Page _____
Four	78 through 96	Volume 219 Page _____
Five	99 through 119 (98 void number)	Volume 219 Page _____
Six	120 through 147	Volume 219 Page _____
Seven	136 through 147	Volume 219 Page _____
Eight	59 through 77 (66 void number)	Volume 219 Page _____

WHEREAS, Declarant plans to offer the Property for sale as individual Tracts; and

WHEREAS, Declarant plans to provide for the formation of a Texas non-profit corporation, whose members are the owners of the Tracts, for the purpose of assuring the upkeep, maintenance, and administration of the improvements located within the Property, including the Roads, Water System, and improvements hereafter erected thereon, and for the purpose of enforcing the restrictions and covenants set out herein and collecting and disbursing the assessments and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Cedron Creek Ranch Association, a Texas non-profit corporation to be formed by Declarant, its successors or assigns.

Section 2. "Owner" shall mean and refer to the record owner of fee simple title to any Tract, or any portion thereof, or a purchaser under contract for deed, whether one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation, provided a purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto within the Ranch as may hereafter be brought within the jurisdiction of the Association, by the power retained in Section 1 of Article II hereof.

Section 4. "Water System" shall mean and refer to the wells, pipes, filtration, and purification apparatus used to supply water to the Property, constructed and owned by Declarant according to plans and specifications to be determined solely by Declarant (subject to any governmental regulations), and to be sold to the Association.

Section 5. "Tract" shall mean and refer to the Tracts hereinbefore described and which shall include all improvements and additions placed thereon.

Section 6. "Road" shall mean any of the private streets, lanes, drives, boulevards, or roads, as shown on the Plats. Such Roads are owned by Declarant and are to be constructed by Declarant according to plans and specifications to be determined solely by Declarant (subject to any governmental regulations).

Section 7. "Member" shall mean any person who owns a fee interest in a Tract or is a purchaser under contract for deed.

Section 8. "Membership" is defined in Article IV.

Section 9. "Person" shall mean an individual, corporation, partnership, association, trust, or other legal entity.

Section 10. "Board of Directors" shall mean the Board of Directors of the Association.

ARTICLE II

POWERS IN DECLARANT

Section 1. Annexation. In the event the Declarant develops additional lands within the boundary of the Ranch, such additional land may be annexed to the Property by the Declarant's filing of record an amendment to this Declaration, in which case such additional real property shall be subject to this Declaration.

Section 2. Lot and Road Boundaries. The Declarant reserves the right to make such changes in the boundaries of Tracts not sold to others and in the location of Roads as it deems advisable, provided that any such changes shall not unreasonably or substantially adversely affect the boundaries or the beneficial use and enjoyment of any Tract then owned by Persons other than Declarant, and provided Declarant complies with all provisions of any applicable law or ordinance.

ARTICLE III

PROPERTY RIGHTS IN ROADS AND WATER SYSTEM

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Roads which shall be appurtenant to and shall pass with the title to every Tract, and the right to connect to the Water System, subject to the following:

- (a) the right of the Association to charge reasonable fees for the maintenance of the Roads and for use of the Water System including fees for meters, installation, and water used;
- (b) the right of the Association, with the permission of the Declarant, to dedicate or transfer a fee interest in, or an easement on, all of any part of the Roads to any public agency, authority or utility for such purposes. So long as Declarant is the record title holder of any Tract to which this Declaration applies, no such dedication or transfer of a fee interest shall be effective unless an instrument signed by Declarant, agreeing to such dedication and transfer, has been recorded;
- (c) the right of the Association to borrow money for the purpose of improving or replacing Roads or the Water System, or performing the maintenance obligations and providing the services set forth in Article VI hereof and, in connection therewith, to mortgage the Water System; and
- (d) the right of the Association to contract for services with third parties on such terms as the Association may determine in the best interest of the Association.

Section 2. Exercise of Powers. The powers reserved in the Association in Section 1 of this Article, and any other powers of the Association created herein, shall be exercised by the Board of Directors unless specifically provided otherwise.

Section 3. Development, Sale, and Conveyance of Roads and Water Systems. The Declarant shall proceed expeditiously to construct the Roads and Water System and shall complete both within two (2) years from the date of filing hereof. The Declarant may sell and convey the Roads and Water System to the Association at any time, and shall be obligated to sell and convey them to the Association when ninety percent (90%) of the Tracts have been initially sold and conveyed by the Declarant. The Association shall accept the sale and conveyance of the Roads and Water System from Declarant. The Roads shall be conveyed to the Association at no

cost to the Association. The Water System shall be conveyed to the Association at Declarant's net cost (as evidenced by paid receipts to be furnished to the Association) and shall be conveyed to the Association subject to vendor's and deed of trust liens to secure payment thereof.

Simultaneously with the conveyance of the Water System to the Association, the Association shall execute a promissory note and deed of trust providing for forty (40) equal semi-annual installments, commencing six (6) months after the conveyance of the Water System, with the entire purchase price, and interest thereon at ten percent (10%) per annum, due and payable in full twenty (20) years after the date of the conveyance. After such conveyance, the Association shall be responsible for the maintenance and operation of the Roads and Water System. Until such improvements are conveyed to the Association, the Declarant shall have the exclusive use and control thereof, except that the Owners shall have the reasonable right of access over and along the Roads and a right to connect to the Water System and to receive water at the metered price for such water, as determined by Declarant, so long as Declarant owns the Water System and Roads. So long as Declarant owns the Water System and Roads, all Annual and Special Assessments collected by the Association shall be paid to Declarant as reimbursement for its cost of maintaining the Roads and Water System. Any surplus amounts over and above Declarant's costs for such maintenance shall be returned to the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. "Membership" is defined as the voting rights allocated to each Tract by class of Members. Each Person (including Declarant) who is an Owner of any Tract shall have one "Membership" in the Association for each Tract owned, regardless of the number of Persons who hold an interest in said Tract (if two or more Persons are the Owners of one Tract, or any portion thereof, then such Persons shall, in any case, possess only one Membership in the Association). Each Owner shall provide the Secretary of the Association, in writing, with the name of such Owner, his address and telephone number, and the name and address of the Person who shall vote the Membership attributable to the Tract. The foregoing is not intended to include Persons who hold a vendor's lien, deed of trust lien, or other security interest in a Tract, until such Persons become the Owners of such Tracts. The Membership shall be appurtenant to, and may not be separated from, ownership of any Tract, and the transfer of any Membership not made as part of a sale of a Tract shall be null and void. Ownership of a Tract shall be the sole qualification for being a Member of the Association.

Section 2. The Association shall have two (2) classes of Membership:

Class A. All Owners, with the exception of Declarant, shall possess Class A Memberships and shall be entitled to cast one (1) vote for each Tract owned.

Class B. The Declarant shall possess the Class B Memberships and shall be entitled to cast nine (9) votes for each Tract owned. Class B Memberships shall cease and be converted to Class A Memberships on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A Memberships exceed the total votes outstanding in the Class B Memberships, or

(ii) on November 1, 1984.

Section 3. Each Owner shall have the right to vote, in person or by proxy, the Membership or Memberships in the Association attributable to the Tract or Tracts owned. When more than one Person owns an interest in any Tract, all such Persons shall be Members, but only one Membership may be voted for each Tract by the Person designated in writing to the Secretary of the Association, as required by Article IV, Section 1, above. In the event of failure to designate a Person to vote the Membership, no vote may be cast at Association meetings with regard to that Membership.

Section 4. Additional Remedies. In addition to the remedies provided in Article V, Section 7, the Board of Directors may suspend the voting rights of any Member for any period during which any assessment against his Tract remains unpaid.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Tract (except Declarant), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) "Annual Assessments" described in Article V, Section 2, and
- (b) "Special Assessments" described in Article V, Section 4,

such Assessments to be fixed, established, and collected as hereinafter provided and to be secured by a deed of trust lien to be created by Owners upon transfer of title to Owners by Declarant. The Annual Assessments and Special Assessments, together with interest, and costs of collection (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Tract against which such assessment is made. The obligation to pay such assessments being part of the purchase price of each Tract, such lien shall be superior and paramount to any homestead or other exemption provided by law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to an Owner's successor-in-title unless expressly assumed by him, but, nevertheless, the lien as to such assessments shall continue to be a lien on the Tract as above provided.

Section 2. Purpose of Assessments. Annual Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners in connection with the Roads and Water System, and other maintenance of common facilities, including, without limitation, the following:

- (a) effecting maintenance, upkeep, repairs, replacements, and additions to the Roads, Water System, gates, entranceways, signs, and lighting, and performing all maintenance duties and providing of all services specified in Article VI of this Declaration;
- (b) paying ad valorem and other property taxes and assessments levied on the Roads and Water System;
- (c) contracting for such employees and independent contractors necessary or appropriate to the operation and maintenance of the Roads and Water System and supervision thereof, and the performance of all duties and the providing of all services specified in Article VI of this Declaration; specifically, the Association may contract with any Person or entity, including Declarant, for the performance of all or any portion of the duties of the Association provided herein;
- (d) providing utility services for the Water System, and lighting for the Roads; and
- (e) obtaining general public liability insurance, property damage insurance, and extended coverage insurance in accordance with Article VI of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the sale (including sale by contract for deed) of the first Tract to an Owner, the Maximum Annual Assessment shall be One Hundred Twenty Dollars (\$120.00) per Tract.

- (a) Commencing January 1, 1976, the Annual Assessment may, at the option of the Board of Directors, be increased each year, effective January 1 of such year, without a vote of the Members, in the same proportion as the increase, if any, of the Consumer Price Index for Urban Wage Earners and Clerical Workers - U.S. City Average published by the Department of Labor, Washington, D.C., for the preceding month of November over that of the November previous. (The Annual Assessment as so increase is hereinafter called the "Maximum Annual Assessment" for that year.)

(b) If, at any time, the Board of Directors feels that the Maximum Annual Assessment is inadequate to fulfill the functions of the Association, it shall duly call a meeting of the Association for the purpose of increasing the Maximum Annual Assessment. At such meeting, the Maximum Annual Assessment may be increased by vote of fifty-one percent (51%) of the votes cast by Members. Such increase shall continue until fifty-one percent (51%) of the votes cast by Members at a meeting duly called for that purpose shall decide otherwise, or until the Maximum Annual Assessment figure set by the computation described above shall be higher, in which case the latter shall be the Maximum Annual Assessment amount.

(c) The failure of the Association to fix the Annual Assessments, as provided herein, for any year shall not be deemed a waiver or a release of any Owner from his obligation to pay the Annual Assessment, but the Annual Assessment fixed for the preceding calendar year shall continue until a new Assessment is fixed.

Section 4. Special Assessments. In addition to the Annual Assessments, the Association may levy in any year Special Assessments for the following purposes:

(a) Defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement in connection with the Roads or Water System; provided that any such assessment shall have the assent of at least fifty-one percent (51%) of the votes cast by Members at a meeting duly called for this purpose.

(b) Defraying the amount of any deficit created by an excess of expenditures of the Association over receipts for the previous year; provided the maximum amount of any Special Assessment for this purpose may not exceed fifteen percent (15%) of the Annual Assessment for the current year.

(c) Paying for repairs and restoration and replacement and remedying violations pursuant to Section 3 of Article VI.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. Such notice shall set forth the purpose of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all of the votes eligible to be cast, pursuant to the designation of Persons to vote the Memberships as required by Article IV, Section 1, above, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

Within thirty (30) days prior to the beginning of each calendar year and after consideration of current maintenance and replacement costs and a reasonable reserve for contingencies of the Association, the Board of Directors shall estimate and fix the Annual Assessment at an amount not in excess of the Maximum Annual Assessment as determined in Section 3 of this Article. The Association shall then notify each Owner of the amount of the Annual Assessment by March 1st of such calendar year, and each Owner shall pay the Annual Assessment in on or before April 1st of such calendar year, or shall commence monthly payments of one-twelfth (1/12) of such Annual Assessment per month until fully paid. In the event the amount of the Annual Assessment proves to be inadequate at any time during the course of a calendar year, the Board of Directors may increase the amount of the Annual Assessment up to the Maximum Annual Assessment for such year. Correspondingly, if the amount of the Annual Assessment is creating a surplus in excess of that necessary as a reserve for contingencies, the Board of Directors may decrease the Annual Assessment. In either event, the Association shall notify each Owner, in writing, of the amount of the new Annual Assessment and each Owner shall be obligated to pay a proportionate part of the new Annual Assessment.

on the first day of each calendar month for the remainder of the calendar year. The Association shall, upon request of an Owner at any time, furnish a certificate, in writing, signed by an officer of the Association, setting forth whether or not the assessment on the Tract owned by such Owner has been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment, or monthly installment thereon, not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the deed of trust lien to be executed by each Owner prior to conveyance of the Tract by Declarant against the Tract and interest, costs, and reasonable attorney's fees for such action shall be added to the amount of such assessments as part of the lien against the Tract. No Owner may avoid or escape liability for the assessments provided for herein by non-use of the Roads and Water System or abandonment of his Tract.

Section 8. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust lien or any lien securing a debt incurred in purchasing or improving any Tract. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract, pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof, except if a mortgagee shall purchase a Tract at a foreclosure or trustee's sale, in which case assessments shall be suspended until such Tract is sold by such mortgagee or until such Tract is occupied as a residence, whichever shall occur first.

Section 9. All Assessments Pro Rata. The assessment made against any Tract shall in no case be higher or lower than the assessment against any other Tract, except for Special Assessments allowed pursuant to Section 3 of Article VI, which are properly attributable, in the judgment of the Association, to less than all of the Tracts.

Section 10. Diminution or Abatement. No diminution or abatement of assessments shall be allowed or claimed for inconveniences or discomfort arising from the making of repairs or improvements to the Roads and Water System, or Tracts, or from any action taken to comply with any law, ordinance, or order of a governmental authority.

Section 11. Assessments and Declarant. Notwithstanding anything herein to the contrary, the Declarant shall not be required to pay any Annual Assessments or Special Assessments, except with respect to any Tract owned by the Declarant which is occupied as a residence.

ARTICLE VI

MAINTENANCE BY AND SERVICES OF THE ASSOCIATION

Section 1. Roads and Water System. The Association shall maintain the Roads and Water System after conveyance of such improvements to the Association and shall obtain general public liability and property damage insurance with regard to the Roads and Water System, and fire and extended coverage insurance on the Water System.

Section 2. Easement. The Association is hereby granted an easement of use and right-of way on all Tracts in order to comply with the terms of this Article and entry on a Tract for such purpose shall not be deemed a trespass.

Section 3. Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, guests, or invitees, the Association shall add the cost of such maintenance or repairs, as a Special Assessment, to the normal assessment of such Owner.

ARTICLE VII

PERMITTED USES AND RESTRICTIONS

Section 1. Definitions. For purposes of this article, the following terms are hereby defined as follows:

- (a) "Multi-Family Dwelling" shall mean a building having accommodations for and occupied exclusively by two (2) or more families..
- (b) "Single-Family Dwelling" shall mean a building (not including a mobile home as defined below) having accommodations for and occupied exclusively by one (1) family.
- (c) "Family" shall mean one or more persons occupying a premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding house, lodge, or hotel.
- (d) "Mobile Home" shall mean a movable or portable dwelling which is constructed on a chassis and which is designed (i) to be towed over Texas roads and highways under special permit, (ii) for year-round occupancy, (iii) primarily to be used without a permanent foundation (but which may sit upon a permanent foundation), and (iv) to be connected to utilities. The following shall not be included in this definition:
 - (1) travel trailers, pickups, coaches, motor homes, camping trailers, or other recreational vehicles; and
 - (2) manufactured modular housing which is designed to sit on a permanent foundation and which uses standard sheathing, roofing, siding, and electrical, plumbing, and heating systems.
- (e) "Mobile Home Park" shall mean a unified development of mobile home spaces for rent, lease, or sale arranged on a Tract.
- (f) "Retail Business" shall mean stores selling commodities at retail, restaurants, service stations, laundries, and other personal service and retail operations; hotels, motels, offices, and local businesses supplying every-day shopping needs for the immediate area; taverns, cocktail lounges, and nightclubs; and such other commercial operations as the Association may authorize.

Section 2. Single-Family Dwelling. Except as set forth in the following sections, no Tract within the Property shall be used or occupied for other than Single-Family Dwellings; provided, however, that Declarant may maintain a sales office on any of the unsold Tracts; and provided, further, that one (1) mobile home may be used and occupied on each Tract when authorized by the Association. When division of Tracts is permitted, pursuant to Section 8 below, no division of Tracts, resulting in more than one (1) Single-Family Dwelling for each full acre within the Tract, is permitted. Single-Family Tracts are designated on Exhibit "B" attached hereto and made a part hereof for all purposes, and on the Plats, as "R."

Section 3. Multi-Family Dwelling. For the first two (2) years from the filing date of this Declaration, the Tracts designated on Exhibit "B" and the Plats as "MF" shall be used and occupied as Single-Family Dwellings only. After said initial two (2) year period, such Tracts may be used and occupied as Single-Family Dwellings, pursuant to Section 2 above, or used and occupied as Multi-Family Dwellings, provided that the total number of families residing on each Tract shall not exceed four (4) for each full acre of land within the Tract.

Section 4. Mobile Homes. For the first two (2) years from the filing date of this Declaration, the Tracts designated on Exhibit "B" and the Plats as "M" shall be used for Single-Family Dwellings only; provided, however, that during this initial two (2)-year period, one (1) Mobile Home per Tract is permitted. After the initial two (2)-year period, such Tracts may be used for Single-Family Dwellings, pursuant to Section 2 above, or may be used as Mobile Home Parks, provided that after division of the Tracts, as permitted by Section 8 hereof, the total number of Mobile Homes located on the Tract shall not exceed four (4) for each full acre within the Tract.

Section 5. Stable Operation. Tracts 30 and 31 may be used for Single-Family Dwellings, pursuant to Section 2 above, or may be used for the limited commercial purpose of stable or other equestrian operations. These Tracts are designated on Exhibit "B" and the Plats as "LC."

Section 6. Retail Business. Tracts designated on Exhibit "B" and the Plats as "LC" may be used for Single-Family Dwellings, or may be used for Retail Business purposes as defined herein.

Section 7. Temporary Residences. No recreational vehicle or other trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary building or structure of any kind, shall be used at any time for residences, either temporary or permanent. Temporary buildings or structures used during the construction, repair, or remodeling of a dwelling on any Tract shall be moved immediately after completion of such construction.

Section 8. General Restrictions on Dividing Tracts. If the property held by Owner in fee simple consists of five (5) acres or more, but not over ten (10) acres, the same shall not be divided in any manner into any Tracts smaller than five (5) acres for a period of two (2) years after the filing date of this Declaration, if the Tract held by Owner in fee simple is in excess of ten (10) acres, the same may be divided, provided that such division results in each lot being five (5) acres or more.

Section 9. Noxious Uses. The land and improvements located on each Tract shall not be used so as to disturb the neighborhood or occupants of adjoining property or to constitute a nuisance or to violate any public law, ordinance, or regulation from time to time applicable thereto. Nor shall such land and improvements be used for any purpose which will create or emit any objectionable, offensive, or noxious odors, dust, gas, fumes, or other material.

Section 10. Animals. Only a reasonable number of animals or birds (except for swine, which not be kept on any Tract) shall be maintained on any Tract, and then only if they are kept or bred for other than commercial purposes. All domestic livestock must be securely fenced. No Owner shall permit any animal or bird to make an unreasonable amount of noise, or to become a nuisance. Upon the written request of any Owner, the Board of Directors shall conclusively determine, in its sole and absolute discretion, whether the number of animals or birds on any such property is reasonable; provided, however, the Board of Directors may, upon application, permit any Owner to keep any animal upon his Tract or Tracts upon such terms and conditions as the Board of Directors deems appropriate.

Section 11. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Tract, and no odors shall be permitted to arise therefrom, so as to render any such property or portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 12. Repair of Buildings. No building or structure upon any property within any Tract shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 13. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Tract except in covered containers. Trash of all types may be burned upon a Tract only upon the issuance of a permit by the Board of Directors.

Section 14. Mineral Exploration. Except where permitted by the Board of Directors, no Tract or common area shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

Section 15. Machinery and Equipment. Without the approval of the Board of Directors or Declarant, no machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Tract except such machinery or equipment as is usual and customary in Bosque County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be so placed, operated, or maintained by any governmental, or quasi-governmental, agency or a public utility.

Section 16. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Tract which shall induce, breed, or harbor plant diseases or noxious insects.

Section 17. Sewerage. No outside toilets are permitted. No installation of any kind for the disposal of sewerage shall be allowed, which would result in raw or untreated sewerage being carried into the waters of Lake Whitney or which would result in raw or untreated sewerage remaining on the surface of the Tract. No means of sewerage disposal may be installed or used except a septic tank or similar or improved sanitary methods of sewerage disposal, meeting the requirements of, and approved by, the proper governmental authorities, having jurisdiction with respect thereto. Drainage of septic tanks or other sewerage disposal facilities into any Road, ditch, or surface easement, either directly or indirectly, is prohibited.

ARTICLE VIII

ARCHITECTURAL COMMITTEE

No building, boundary fence or wall, or other structure shall be commenced, erected, placed, or altered on any Tract until the plans and specifications, showing the nature, kind, shape, dimensions, materials, exterior color scheme, and location of such structure, shall have been submitted to and approved in writing by the Architectural Committee, hereinafter designed, or its duly authorized representative; provided that if said Committee or its duly authorized representative shall fail to approve or disapprove any proposed plans, specifications, or locations within thirty (30) days after the same shall have been submitted to them or him for approval, such plans, specifications, and locations shall be deemed to have received the approval of said Committee, or its duly authorized representative.

Said Committee, or its duly authorized representative, shall have the right to disapprove any such plans, specifications, or locations which, in their or his opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications, and locations, they or he shall have the right to acquire as many as four (4) elevation drawings to scale, together with topographic recordings of the site related to the Road on which the Tract fronts, and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring Tracts.

For a term of two (2) years from the date of filing of this Declaration, the Architectural Committee shall be composed of three (3) members, Raymond E. Thomas, Robert F. Mayer, and Jack V. Hazard. In the event of the death, disability, or resignation of the said members of the Committee during the two (2)-year term, Declarant, its successors or assigns, shall appoint new members to fill the vacancy created. At the expiration of the two (2)-year term, the Architectural Committee shall be composed of such members and in such numbers as the Board of Directors, in a regularly scheduled meeting, shall designate. The submission for approval of plans and specifications shall be by registered or certified mail, return receipt requested, addressed to the Committee at 1515 City Bank Building, Austin, Texas 78701, Attention Lake Whitney Architectural Committee, and the period of thirty (30) days for approval or disapproval thereof shall be calculated from the date of mailing of such notice. The address of the Committee for receipt of plans and specifications may be changed by the Committee sending notice to the Tract Owners.

ARTICLE IX

DEVIATIONS

The Association may grant approval for deviations from the restrictions provided in Article VII. Such approval shall require the affirmative vote of three-fourths (3/4) of all votes entitled to be cast by Members at a meeting duly called for this purpose, written notice of which shall be delivered to all Members not less than ten (10) days nor more than fifty (50) days before the date of the meeting, setting forth the purposes of the meeting.

ARTICLE X

BUILDING SET-BACK PROVISIONS

No structure, building, or improvement shall be constructed, erected, placed, or maintained on any Tract restricted in use to residential purposes nearer than twenty-five (25) feet to the boundary line of any Road. No structure or improvement, except for fencing which is expressly permitted, shall be constructed, erected, placed, or maintained nearer than ten (10) feet to an interior lot line or nearer than fifteen (15) feet to the rear lot line on any Tract having a permitted use of residential purposes only. No structure or improvement shall be constructed, erected, placed, or maintained on any Tract where a retail or limited commercial use is permitted nearer than thirty-five (35) feet from any Road boundary line. The term "structure or improvement" includes fencing, gates, and walls.

ARTICLE XI

EASEMENTS AND RIGHTS-OF-WAY

Section 1. General Easement. The Declarant, so long as he shall retain record title to any Tract or the Water System and Roads, and the Association thereafter, reserve the right and easement to the use of the Water System and Roads and any Tract, or any portion thereof, as may be needed for repair, maintenance, or construction of such Water System and Roads.

Section 2. Drainage Easement. Each Owner covenants to provide such easements for drainage and waterflow as the contours of the land require.

Section 3. Utility Easement. An easement of ingress and egress is hereby granted on all Tracts in favor of any utility company for the purpose of the repair, construction, and maintenance of all utilities; provided, however, no new utilities may be constructed, or no existing utilities may be relocated, without the prior approval of the Declarant prior to conveyance of title to the Roads and Water System to the Association and, thereafter, without the prior approval of the Association.

Section 4. Road Right-of-Way. Declarant is the owner of all Roads shown on the plats. The property owned by Declarant on which the Roads are located is thirty (30) feet in width and is depicted by a solid line on the Plats. A fifty (50)-foot right-of-way is depicted by a heavy broken line, consisting of one (1) long and two (2) short dashed lines in series, on said Plats and extending ten (10) feet upon the Tracts and running parallel to the outer boundaries of the thirty (30)-foot Roads owned by Declarant. With respect to the additional ten (10)-foot strips running parallel to the Roads owned by Declarant, said rights-of-way are required by the County of Bosque in order for that county to accept a dedication of Roads as public Roads eligible for county maintenance. If, after Declarant has conveyed the Roads to the Cedron Creek Ranch Association, in accordance with Article III, Section 3, above, the Owners of any Tracts wish to dedicate the private Roads to the County of Bosque as public Roads, the Owners of each Tract affected must, at that time, dedicate the additional ten (10)-foot right-of-way, as depicted on the Plats. Until such time of dedication by the Owners of the Tracts, such ten (10)-foot strip will, and is intended to, remain under the exclusive use and control of the Owner of the Tract, subject to this Declaration.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The covenants, conditions, easements, and restrictions herein set forth shall run with the land and bind the Declarant, except as otherwise provided, its successors and assigns, and all parties claiming by, through, or under Declarant, shall be taken to hold, agree, and covenant with the Declarant, its successors and assigns, to conform to and observe said covenants, conditions, easements, and restrictions as to the use of said Tracts and the construction of improvements thereon. No restriction herein set forth shall be personally binding on any Person except in respect to breaches committed during his ownership of title to a Tract.

Failure of any Owner or Owners of the Association to enforce any of the covenants, conditions, easements, or restrictions, or to exercise the easements, herein set forth shall in no event be deemed a waiver of the right to do so or to enforce others.

Section 2. Invalidation. The invalidation of any of the covenants, conditions, easements, or restrictions set forth herein by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Right to Assign. The Declarant may, by appropriate instrument, assign or convey to any Person any or all of the rights, reservations, easements, and privileges herein reserved by the Declarant, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument.

Section 4. Duration and Amendment. All of the restrictions, conditions, easements, and restrictions set forth herein shall continue and be binding for a period of twenty-five (25) years from the date of this instrument and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the Owners of three-fourths (3/4) of the Tracts may, at the end of such twenty-five (25)-year term, or at the end of any successive ten (10)-year period thereafter, by a written instrument signed by all of such Persons, vacate or modify all or any part of this Declaration. During the initial twenty-five (25)-year period, a vacation or modification hereof shall be effective if a written instrument be signed by ninety percent (90%) of the Owners of the Tracts. Any such vacation or modification shall be filed of record in the Bosque County Deed Records promptly when executed.

Section 5. Notices. All notices given or required to be given by the Association to its Members shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member at his address as it appears on the books of the Association, and shall be deemed given when mailed.

IN WITNESS WHEREOF, the undersigned, being the President of Declarant herein, has hereunto set his hand and seal this 30th day of October, 1974.

(Seal) FRATES COMMUNITIES, INC.

ATTEST: Max K. Naegler

By R.E. Thomas

THE STATE OF TEXAS § Before me, the undersigned authority, on this day personally appeared
COUNTY OF TRAVIS § Raymond E. Thomas, President of Frates Communities, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

Given under my hand and seal of office, this 30th day of October, 1974.

(Seal) Barbara Wiethorn

Notary Public, Travis County, Texas

EXHIBIT A

TRACT 1

All that certain 539.1 acres of land out of the Sarah Hensley Survey Abst. No. 5, situated in Bosque County, Texas, and described by metes and bounds as follows:

BEGINNING at the N.W.C. of the R. Lee Kempner property on the William and Sarah Hensley league line; THENCE N 57 deg. 28' E with the said league line, 2956 feet to a point in the center of a county road for the N.E.C. of this; THENCE along a tract of land deeded by R. Lee Kempner to Bosque County, for use as a County road as follows: N 84 deg. 18' E 309 feet; S 58 deg. 42' E 175 feet; N 31 deg. 18' E 50 feet to a point in the S.W. right of way line of the M.K.T. Ry. relocation for a N.E.C. of this; THENCE S 58 deg. 42' E with said right of way, 900 feet to where same crosses the R. Lee Kempner and Austin Pinnell property line fence for a N.E.C. of this; THENCE with said property line fence S 32 deg. 44' E 1208 feet to Pinnell's S.W.C. and an interior ell corner of this; THENCE N 57 deg. 28' E 510 feet to a point for Jessie Brown's N.W.C., and an outside ell corner of this; THENCE S 32 deg. 44' E 2389 feet to a fence corner for the S.E.C. of this; THENCE S 57 deg. 28' W 484 feet to a fence corner for the N.W.C. of a tract of land in the name of Harry Simms, and a S.E.C. of this, same being at a point on the U.S. Government property line for the Whitney Dam and Reservoir project; THENCE along said Government property line crossing the said Kempner property as follows: N 83 deg. 58' W 623.3 feet; S 68 deg. W 560.5 feet; S 6 deg. 14' W 144.7 feet; S 44 deg. 28' E 103.4 feet; S 33 deg. 26' E 1367 feet; S 42 deg. 09' W 707.5 feet; N 30 deg. 18' W 593.2 feet; N 63 deg. 21' W 1151.9 feet; N 66 deg 35' W 1301.3 feet; N 76 deg. 05' W 778.7 feet; S 13 deg. 20' W 276.6 feet; S 26 deg. 25' E 394.2 feet; S 48 deg. 30' E 1240.4 feet; S 33 deg. 53' W 395.5 feet; N 73 deg. 39' W 830.1 feet S 39 deg 55' W 428 feet; N 40 deg. 24' W 1943.8 feet; S 44 deg. 17' W 889.1 feet to a point in the common line between W.C. Pallmeyer and R. Lee Kempner, for the S.W.C. of this; THENCE N 32 deg 14' W 981.5 feet to a fence corner for an outside ell corner of this; THENCE N 57 deg. 28' E 2000.5 feet to a fence corner for an inside ell corner of this; THENCE N 32 deg. 14' W 2383 feet along a fence line to the place of beginning.

The above tract of land being that tract conveyed by E.J. Wilson to M.S. Wilkins by deed recorded in Volume 181 page 45 of the Deed Records of Bosque County, Texas.

TRACT 2

Tract of land out of the WILLIAM FISHER LEAGUE SURVEY, Abst. No. 4, situated about 2 miles South of the Town of Fowler and described as follows:

BEGINNING at a point in the south boundary line of said William Fisher League where the same is intersected by the base line of the parcels of land heretofore conveyed by E.M. McKissick to Elizabeth Barry, S.A. Claybrook, Caroline Ogden and Ellen Jenkins, said point being the southeast corner of the tract of land out of said Fisher League belonging to E.M. McKissick at the time of his death; THENCE North 30 deg. West 1900 varas to the partition line between the said E.M. McKissick, Adam Powell and John Dyer tracts; THENCE SOUTH 60 deg. West with said partition line 597 varas to a corner; THENCE SOUTH 30 deg. East 1900 varas to the south line of said Fisher League; THENCE NORTH 60 deg. East with said South line 597 varas to the place of beginning and being the same tract of land deeded to Mrs. Minnie Carson, a feme sole, by G.D. Martin et al by deed dated December 1, 1927, recorded in Vol. 111, pg. 331, Deed Records, Bosque County, Texas; SAVE AND EXCEPT AND LESS 52.8 acres condemned and taken by the United States of America as Tract W-F 506 in Civil Action 1019 in the District Court of the United States for the Western District of Texas, Waco Division, by judgment dated December 5, 1949, a certified copy of which Judgment is recorded in Volume 16, page 621, Deed Records, Bosque County, Texas, and to which records reference is here made for a metes and bounds description of the tract of land so excepted here from.

The above tract of land being that tract conveyed by E.J. Wilson to M.S. Wilkins by deed recorded in Volume 181 Page 45 of the Deed Records of Bosque County, Texas.

TRACT 3

A tract of land situated in the County of Bosque, State of Texas, being a part of the Sarah Hensley Survey (A-5), and being more particularly described as follows:

9.1 acres, being that portion of a tract of land in the name of H.A. Pinnell situated West of the newly constructed M K & T Ry. Co. all out of the Sara Hensley original Survey, Abstract No. 5, situated in Bosque County, Texas, and described as follows, to-wit: BEGINNING at a point in the West right of way of the said M K & T Ry. where said Right of Way crosses Pinnells west property line and from which Pinnelle N.W.C. in the Sara Hensley league line bears N 32 deg. 42' W 1080 feet; THENCE S 58 deg. 42' E with said Railway Right of Way 1425.6 feet to where said line crosses Pinnells South property line for the S.E.C. of this; THENCE S 57 deg. 16' W 622.5 feet to Pinnells S.W.C. for the S.W.C. of this; THENCE N 32 deg. 42' W 1271.5 feet to the place of beginning.

The above tract of land being that tract conveyed by E.J. Wilson to M.S. Wilkins by deed recorded in Volume 181 Page 45 of the Deed Records of Bosque County, Texas.

TRACT 4

A tract of land situated in the County of Bosque, State of Texas, being a part of the Sarah Hensley Survey (A-5), and being more particularly described as follows:

85 acres of land, more or less, out of the Sarah Hensley Survey in Bosque County, Texas, and being all of the 100 acres conveyed to J.L. Harris by S.H. Wade and wife, Georgia Anna Wade, by deed dated September 3, 1894, and recorded in Vol. 24, page 212 of the deed records of Bosque County, Texas, EXCEPT 5.53 acres, more or less, taken by the Government Right-of-Way for the M.K. & T. Railroad Company, and 9.1 acres, more or less, conveyed by H.A. Pinnell and wife, to E.J. Wilson by deed dated December 14, 1951, recorded in Vol. 166, Page 373 being described by metes and bounds as follows: BEGINNING at the NE corner of W.A. Stacy's tract for the NW corner of this tract; THENCE N 60 E 677½ vrs; THENCE S 30 E 833½ vrs; THENCE S 60 W 677½ vrs to Stacy's SE corner; THENCE with W.A. Stacy east line, 833½ vrs to the place of beginning.

The above tract of land being that tract conveyed by C.E. Holt to M.S. Wilkins by deed recorded in Volume 200 Page 68 of the Deed Records of Bosque County, Texas.

TRACT 5.

A tract of land situated in the County of Bosque, State of Texas, being a part of the Sarah Hensley Survey (A-5), and being more particularly described as follows:

58 acres of land, more or less, out of the Sarah Hensley Survey in Bosque County, Texas, being a portion of a 114 acres tract which said 114 acre tract is described as follows:

114 acres, a part of League No. 6, granted to Sarah Hensley by the government of Coahuila and Texas, on July 5th, 1835, and being Block No. 14, B.C. Barry's subdivision of said League described by metes and bounds as follows: BEGINNING at the NW corner of said Block No. 14, and the SW corner of W.W. Vinson's tract; THENCE S 30 E with marked line 951½ varas to corner; THENCE N 60 E with the south line of said Block No. 14, 677½ varas to its SE corner; THENCE N 30 W with the east line of said Block No. 14, 951½ varas to its NE corner, and the SE corner of W.W. Vinson's tract; THENCE S 60 W with Vinson's south line 677½ varas to the place of beginning and being the same land described in deed from Haynie E. Edwards et ux to Harry Sims, dated June 16th, 1943, recorded in Vol. 139, page 342 of the Deed Records of Bosque County, Texas.

The 58 acre tract, more or less, being all of said 114 acre tract now owned by grantors after the Judgment of Declaration of Taking was entered in Civil Action No. 1019 in the District Court of the United States for the Western District of Texas, Waco, Division, styled United States of America, Petitioner Vs. 2144.59 Acres of land, More or Less in Hill and Bosque Counties, and being described as Tract No. F-504-A for Whitney Reservoir, Texas.

The above tract of land being that tract conveyed by E.J. Wilson to M.S. Wilkins by deed recorded in Volume 181 Page 45 of the Deed Records of Bosque County, Texas.

TRACT 6

A tract of land situated in the County of Bosque, State of Texas, being a part of the Ennis Hardin Survey (A-6), and part of Tract F-504-A, a 307 acre tract of land acquired by the United States of America from Harry Sims and wife Iva Lee Sims, and Haynie Edwards, by Declaration of Taking filed 2 December 1949 in condemnation proceedings (Civil No. 1019), in the District Court of the United States for the Western District of Texas, Waco Division, and being designated as Tract No. F-504-A for Whitney Reservoir, Texas, being more particularly described as follows: FROM the intersection of the common line between the Sarah Hensley Survey (A-5) and said Ennis Hardin Survey with the westerly right-of-way line of the Missouri-Kansas-Texas Railroad, south 57 deg. 29' west 2350 feet, more or less to the point of beginning; Thence severing the lands to said Tract F-504-A as follows: south 35 deg. 15' east, 2060.15 feet to a point; Thence north 67 deg. 45' west, 1233.10 feet to a point; Thence north 13 deg. 36' east, 400.17 feet to a point; Thence north 59 deg. 45' west, 879.20 feet to a point in the common line of Tract F-504 and a tract of land acquired by the United States of America from R. Lee Kempner and designated as Tract F-501 for Whitney Reservoir, Texas; Thence north 57 deg. 29' east, 727.5 feet along the common line of said Tracts F-504 and F-501 to the point of beginning, containing 20.6 acres, more or less.

The above tract of land being that tract conveyed by the United States of America to Harry Sims as parcel No. ② by deed recorded in Volume 187 Page 573 of the Deed Records of Bosque County, Texas, and also being that tract of land conveyed by E.J. Wilson to M.S. Wilkins by deed recorded in Volume 181 Page 45 of the Deed Records of Bosque County, Texas.

TRACT 7

A tract of land situated in the County of Bosque, State of Texas, being part of the Sarah Hensley Survey (A-5) and part of the Ennis Hardin Survey (A-6), and being part of Tract No. F-504-A, Whitney Reservoir, Texas, a 307 acre tract of land acquired by the United States of America from Harry Sims and wife, Iva Lee Sims, and Haynie Edwards, by Declaration of Taking filed 2 December 1949 in condemnation proceedings (Civil No. 1019), in the District Court of the United States for the Western District of Texas, Waco Division, and being more particularly described as follows: BEGINNING at the intersection of the common line between said Sarah Hensley and Ennis Hardin Surveys with the westerly right-of-way of the Missouri-Kansas-Texas Railroad; Thence severing the land of said Tract F-504 as follows: south 57 deg. 29' west, 390.60 feet to a point; Thence north 49 deg. 46' west, 612.84 feet to a point; Thence north 75 deg. 26' west, 199.38 feet to a point; Thence south 33 deg. 19' 20" east, 779.24 feet to a point; Thence south 34 deg. 25' 50" west, 972.82 feet to a point; Thence north 34 deg. 14' 40" west, 636.22 feet to a point; Thence south 19 deg. 31' 50" west, 397.77 feet to a point in the common line between said Tract F-504 and a tract of land acquired by the United States of America from R. Lee Kempner and designated as Tract F-501; Thence along said common line between Tracts F-504 and F-501, north 32 deg. 23' west, 1921.31 feet to a common corner of said Tracts F-504 and F-501; Thence south 64 deg. 33' east, 1240 feet, more or less, to a point; Thence north 25 deg. 27' east, 800 feet, more or less, to a point; Thence north 11 deg. 35' east, 595 feet, more or less, to a point in the common line of Tract F-504 and a tract of land acquired by the United States of America from H.E. and W.C. Pallmeyer and designated as Tract F-507; Thence along said common line between Tract F-504 and Tract F-507, south 32 deg. 22' east, 1830 feet more or less, to the point of beginning, containing 62.4 acres, more or less.

The above tract of land being that tract conveyed by the United States of America to Harry Sims as parcel No. 2 by deed recorded in Volume 187 Page 573 of the Deed Records of Bosque County, Texas, and also being that tract of land conveyed by E.J. Wilson to M.S. Wilkins by deed recorded in Volume 181 Page 45 of the Deed Records of Bosque County, Texas.

TRACT 8

A tract of land situated in the County of Bosque, State of Texas, being a part of the Ennis Hardin Survey (A-6) and Sarah Hensley Survey (A-5) containing approximately 26.25 Acres, and being more particularly described as follows:

All that certain lot, tract and parcel of land conveyed by R.V. Ferguson to S.D. Scott by deed recorded in Volume 118, Page 519 of the Deed Records of Bosque County, Texas; EXCEPTING therefrom all that certain tract of land conveyed by S.D. Scott to the United States of America by deed recorded in Volume 164, Page 29 of the Deed Records of Bosque County, Texas.

The above tract of land being part of that tract conveyed by S.D. Scott to M.S. Wilkins by deed recorded in Volume 190 Page 183 of the Deed Records of Bosque County, Texas.

TRACT 9

A tract of land situated in the County of Bosque, State of Texas, being part of the Ennis Hardin Survey (A-6), and being part of Tract No. F-528, a 190 acre tract of land acquired by the United States of America from S.D. Scott by deed dated 14 December 1950, and recorded in Volume 164 at Page 29 of the Deed Records of Bosque County, Texas, and being more particularly described as follows: From the northwest corner of the Ennis Hardin Survey south 76 deg. 15' east, 5200 feet to the point of beginning, said point being the southwest corner of said 190 acre tract of land designated Tract No. F-528 for Whitney Reservoir; Thence along a common line between said Tract No. F-528 and a tract of land acquired by the United States of America from J.W. Jackson, et ux, and designated Tract No. F-533 for Whitney Reservoir, Texas, north 32 deg. 54' west, 803 feet to a point; Thence severing the lands of said Tract No. F-528 north 31 deg. 45' east, 923 feet to a point; Thence north 83 deg. 45' east, 327.27 feet; Thence south 62 deg. 16' east, 803.65 feet; Thence south 76 deg. 34' east, 510.06 feet to a point in the common line of said Tract No. F-528 and a tract of land acquired by the United States of America from R. Lee Kempner designated as Tract No. F-501 Thence south 57 deg. 40' west, 1873.82 feet along the common line of said Tracts F-528 and F-501 to the point of beginning, containing 34.8 acres, more or less.

The above tract of land being that tract described as Parcel 1 in deed from the United States of America to S.D. Scott by deed recorded in Volume 186, Page 388 of the Deed Records of Bosque County, Texas, and also being part of that tract of land conveyed by S.D. Scott to M.S. Wilkins by deed recorded in Volume 190, Page 183 of the Deed Records of Bosque County, Texas.

TRACT 10

A tract of land situated in the County of Bosque, State of Texas, being a part of the Ennis Hardin Survey (A-6), and being part of Tract No. F-528, a 190 acre tract of land acquired by the United States of America from S.D. Scott by deed dated 14 December 1950 and recorded in Volume 164 at Page 29 of the Deed Records of Bosque County, Texas, and being more particularly described as follows: From the northwest corner of said Ennis Hardin Survey, south 79 deg. 28' east, 3930 feet to the point of beginning; Thence along a common line between said Tract F-528 and a tract of land acquired by the United States of America from J.W. Jackson, et ux, and designated as Tract F-535, north 57 deg. 40' east, 725 feet to a point; Thence continuing along said common line, south 32 deg. 20' east, 300 feet to a point; Thence severing said Tract F-528, south 28 deg. 43' west, 742.61 feet to a point in the common line of said Tract F-528 and a tract of land acquired by the United States of America from J.W. Jackson, et ux, and designated as Tract F-535, for Whitney Reservoir, Texas, Thence along the common line between said Tracts F-528 and F-533, north 33 deg. 21' west, 690.70 feet to the point of beginning, containing 7.7 acres, more or less.

The above tract of land being that tract described as Parcel 2 in deed from the United States of America to S.D. Scott by deed recorded in Volume 186, Page 388 of the Deed Records of Bosque County, Texas and also being part of that tract of land conveyed by S.D. Scott to M.S. Wilkins by deed recorded in Volume 190 Page 183 of the Deed Records of Bosque County, Texas.

TRACT 11

A tract of land situated in the County of Bosque, State of Texas, being a part of the Ennis Hardin Survey (A-6), and being part of Tract No. F-528, a 190 acre tract of land acquired by the United States of America from S.D. Scott by deed dated 14 December 1950, and recorded in Volume 164 at Page 29 of the Deed Records of Bosque County, Texas, and being more particularly described as follows: BEGINNING at a point in the common line of said Ennis Hardin Survey and the Sarah Hensley Survey (A-5), whence the northwest corner of said Ennis Hardin Survey bears south 60 deg. 00' west, 6450 feet; Thence along the common line of said Tract F-528 and the S.D. Scott property, north 82 deg. 29' east, 1788.5 feet to a point in the westerly line of a tract of land acquired by the United States of America from R. Lee Kempner and designated as Tract F-501-B for Whitney Reservoir, Texas; Thence along said common line between said Tracts F-528 and F-501-B, south 29 deg. 15' east, 504.9 feet to a point; Thence severing said Tract F-528 as follows: South 62 deg. 41' west, 985 feet to a 2 inch iron pipe; south 44 deg. 01' east, 282 feet to a 2 inch iron pipe; Thence along the common line of said Tracts F-528 and F-501-B, south 35 deg. 58' east, 1347.6 feet to a point; Thence severing said Tract B-128, north 59 deg. 21' west, 1047.6 feet to a point in the common line of said Tract B-128 and a tract of land acquired by the United States of America from J.W. Jackson, et ux; Thence along said common line north 32 deg. 20' west, 900 feet to a point in the common line of said Tract F-528 and a tract of land acquired by the United States of America from J.O. Steen and designated as Tract F-529 for Whitney Reservoir, Texas; Thence along said common line between said Tracts F-528 and F-529, north 06 deg. 30' west, 338.8 feet to the point of beginning, containing 42.7 acres, more or less.

The above tract of land being that tract described as Parcel 3 in deed from the United States of America to S.D. Scott by deed recorded in Volume 186, Page 388 of the Deed Records of Bosque County, Texas, and also being part of that tract of land conveyed by S.D. Scott to M.S. Wilkins by deed recorded in Volume 190 Page 183 of the Deed Records of Bosque County, Texas.

TRACT 12

All that certain tract or parcel of land lying in the County of Bosque, State of Texas, described as follows, to-wit:

Being part of the abandoned MK&T Railway right-of-way out of the Sarah Hensley Survey, (Abst. No. 5) in Bosque County which right-of-way was conveyed to Bosque County by MK&T Railway by Quit Claim Deed dated November 22, 1968, and recorded in Vol. 208, page 216, of the Deed Records of Bosque County, Texas. The part herein conveyed being more particularly described by metes and bounds as follows:

TRACT (A): BEGINNING at a point for a corner of this in the north right-of-way line of abandoned MK&T Railway; said point being N 30 deg. W 172.8 feet from MK&T centerline chaining station 2127 + 15.6 and also being opposite centerline station 138 + 42 of F.M. Hwy. 1713; THENCE with north MK&T Railway right-of-way line N 29 deg. 09' W 55.9 feet, and N 55 deg. 45' W 399.7 feet to a corner in the east line of county road; THENCE W 14 deg. 04' W 100.6 feet to a point 100 feet distant from centerline station 134 + 40 of F.M. Hwy. 1713; THENCE S 65 deg 09' E 426.4 feet to point of beginning.

TRACT (B): BEGINNING at a point for a corner of this in the south line of abandoned MK&T Railway; said point being S 30 deg. E 172.8 feet from MK&T chaining station 2127 + 15.6 and also being 75 feet right of centerline station 142 + 69 of F.M. Hwy. 1713; THENCE with MK&T Railway right-of-way line S 30 deg. E 54.1 feet, and S 58 deg. 42' W 644.5 feet to south right-of-way line of F.M. Hwy. 1713; THENCE with south line of F.M. Hwy. 1713 S 61 deg. 40' E 321.0 feet, and S 61 deg. 08' E 275.6 feet to point of beginning.

THE STATE OF TEXAS

COUNTY OF BOSQUE I, Jimmie B. Gill, County Clerk, in and for Bosque County, do certify that the foregoing instrument with its certificate of authentication was filed in my office the 31 day of January, 1973, at 8:30 o'clock A.M., and duly recorded the 31 day of January, 1973, at 3:15 o'clock P.M., in the records of said County, Volume 221 Page 523.

Jimmie B. Gill

By Patsy Owen Deputy

County Clerk, Bosque County, Texas

EXHIBIT B

USE RESTRICTIONS

<u>Section Number</u>	<u>Permitted Uses by Tracts</u>
One	1, 6 through 9, 15 through 23-M (2 through 5 are void numbers) 10 through 14 - C
Two	24 through 26 - C 27 through 29 - R 30 and 31 - LC 32 through 36 - R
Three	37 through 43 - R 44 through 48 - MF 49 through 58 - R 97 - R
Four	78 through 96 - R (66 is a void number)
Five	99 through 102 - R 103 through 104 - C 105 through 112 - R 113 and 114 - C 115 through 117 - R
Six	120 through 131 - MF 132 and 133 - C 134 and 135 - MF
Seven	136 - C 137 through 140 - M 141 and 142 - C 143 through 147 - M
Eight	59 through 77 - R (66 is a void number)

LEGEND: C - Retail Business
LC - Stable Operation
MF - Multi-Family Dwelling
R - Single Family Dwelling

FILED FOR RECORD October 31, 1974 at 12:00 A.M. and recorded November 1, 1974 at 4:30 P.M.

Patsy OwenDEPUTY Jimmie B. Gill

COUNTY CLERK

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

318

I, Ron Greenland, as a representative of J & L G II, Inc., 01156
in accordance with and to the extent permitted by law amend Article
VII of the Declaration of Covenants, Conditions, Easements, and
Restrictions as recorded in Volume 219 Page 434, Deed Records,
Bosque County, Texas, in order to include the recording information
of the Plats of each section:

Section 1 shall be amended as follows:

"Single Family Dwelling" shall mean a building containing
a minimum of 1200 square feet (not including a mobile home as defined
below having accommodations for and occupied exclusively by one
(1) family.

Section 2 shall be amended as follows:

Single-Family Dwelling. No tract, within any Section, shall
be used or occupied for any purpose other than Single-Family Dwellings;
provided, however, that Declarant may maintain a sales office on
any of the unsold Tracts; and provided, further, that one (1) mobile
home may be used and occupied on each Tract designated on Exhibit
"B" and the Plats as "M". When division of Tracts is permitted,
pursuant to Section 8 below, no division of Tracts designated on
Exhibit "B" and the Plats as "O" shall result in more than one
(1) Single Family Dwelling for each full acre within the Tract,
is permitted. Single-Family Tracts are designated on Exhibit "B"
attached hereto and made part hereof for all purposes, and on the
Plats, as "R".

Section 3 shall be amended as follows:

No tracts designated on Exhibit "B" shall be used and occupied
as Multi-Family Dwellings.

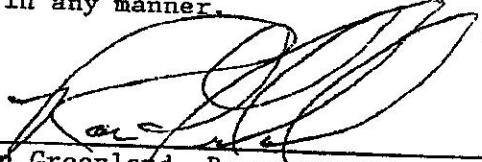
Section 6 shall be amended as follows:

Tracts designated on Exhibit "B" and the Plats as "LC" may
be used for Single-Family Dwellings, or may be used for Retail
Business purposes as defined herein. Tracts designated on Exhibit
"B" and the Plats as "RO" may be used for residential use only.

Section 8 shall be amended as follows:

Tracts designated on Exhibit "B" and the Plats as "NS" shall
not be subdivided or re-subdivided in any manner.

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Ron Greenland, Representative
on behalf of J & L G II, Inc.,
a Texas corporation

State of Texas
County of Bosque

This instrument was acknowledged before me on this 21 day
of April, 1995 by Ron Greenland.

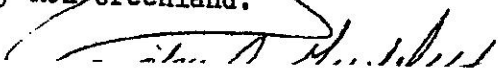


EXHIBIT B
USE RESTRICTIONS

Section Number	Tracts	Permitted Uses
One	1, 6 through 9, 15 through 23-M (2 through 5 are void numbers)	M and O
	10 through 14-	C and O
Two	24 through 26- 27 through 29- 30 and 31- 32 through 36-	C and NS R and NS LC and NS R and NS
Three	37 through 43- 44 through 48- 49 through 58- 97-	R and NS R and NS R and NS R and NS
Four	78 through 96- (66 is a void number)	R and O
Five	99 through 102- 103 through 104- 105 through 112- 113 and 114- 115 through 117-	R and O C and O R and O C and O R and O
Six	120 through 131- 132 and 133- 134 and 135-	R and NS C and NS R and NS
Seven	136- 137 through 140- 141 and 142- 143 through 147-	C and O M and O C and O M and O
Eight	59 through 77-	R, O, and RO
Nine	98- 148- 149 through 158 159- 160 through 165- 166-	R and NS C and NS R and NS C and NS R and NS C and NS

Eight

59 through 77-

R, O, and RO

Nine

98-

R and NS

148-

C and NS

149 through 158

R and NS

159-

C and NS

160 through 165-

R and NS

166-

C and NS

Ten

2 through 5-

M and O

LEGEND:

- C--Retail Business
- LC--Stable Operation
- MF--Multi-Family Dwelling
- R--Single Family Dwelling
- RO--Residential Use Only
- O--One family per one acre
- NS--No subdividing or re-subdividing permitted
- M--Mobile Home

FILLED FOR RECORD on the 24th day of APRIL A.D. 1995 at 10:40 AM
DULY RECORDED this 3rd day of MAY A.D. 1995 at 10:48 AM
INSTRUMENT # 01156
DENELL O'DONALD, COUNTY CLERK
By Denell O'Donell Deputy