

**AMENDED
SWINNEY SWITCH SHORES, LP
USE AND ARCHITECTURAL RESTRICTIONS**

THE STATE OF TEXAS *

COUNTY OF LIVE OAK *

Swinney Switch Shores, LP ("Developer"), as owner of the land located in Live Oak County, Texas, as shown on plat filed in Volume 3, Page 130, Map Records of Live Oak County, Texas (the "Land"), establishes, adopts and imposes upon each tract or parcel of the Land hereafter sold by Developer to a third-party purchaser these Use and Architectural Restrictions. The limitations and restrictions created by this instrument are intended to encumber only each tract or parcel of the Land sold by Developer to a third-party purchaser. In this regard it is recognized that Developer intends to sell portions of the Land by special warranty deed conveyance, and the tract or parcel described in each such special warranty deed shall be encumbered by the restrictions and limitations created by this instrument. All references in this instrument to a "tract" shall refer to the tract or parcel of land described in such special warranty deed, and all references herein to the "Subdivision" shall refer to all of the tracts or parcels of land subsequently sold by special warranty deed by Developer out of the Land.

These restrictions, conditions and limitations shall constitute covenants running with each tract, shall inure to the benefit of the Developer and Developer's successors and assigns, and shall be binding upon and inure to the benefit of all parties acquiring any tract in the Subdivision, whether by purchase, descent, devise, gift or otherwise, and each party, by the acceptance of title to any tract, shall agree and covenant to abide by and perform these terms, conditions, restrictions and covenants. Such restrictions, conditions and use limitations shall be made a part of each special warranty deed executed by or on behalf of Developer conveying any tract by reference to the recording information of this instrument, and by acceptance thereof, the buyer and grantee, and all parties claiming under such buyer or grantee, shall be subject to and bound thereby, and each special warranty deed shall be conclusively held to have executed, delivered and accepted subject to all of these terms, conditions, restrictions and covenants.

Swinney Switch Shores, LP, being the owner of 100% of the property described herein, filed these amended Use and Architectural Restrictions to replace the original Use and Architectural Restrictions filed of record at Document Number 168074, Volume 32, Page 381, Deed Records, Live Oak County, Texas.

USE RESTRICTIONS

A. USE RESTRICTIONS:

Use of the Land is limited and restricted by these USE AND ARCHITECTURAL RESTRICTIONS.

B. NUISANCES:

No mining activity may be conducted upon the Land including without limitation the removal of sand, gravel, dirt, rock or caliche otherwise than for legitimate purposes in connection with the construction of improvements upon the Land. No noxious or offensive activity shall be carried on any tract, or anything be done thereon which may be or may become an annoyance or nuisance to the other parties owning tracts within the Subdivision. No commercial enterprise may sell alcoholic beverages of any type for on-premises consumption. No motorcycles or other motor-driven vehicular tract or course shall be permitted upon any tract of the Subdivision. No cellular telephone towers may be erected on the property.

173659
Bk
Vol
68
Ps
590

C. TEMPORARY STRUCTURES AND STORAGE:

No structure of a temporary character, nor any car, bus, basement, tent, shack or other outbuilding shall be used on any tract at any time as a residence or dwelling either temporarily or permanently. No tract shall be used to store, permanently or temporarily, junk or junk vehicles or as an automobile wrecking yard. No vehicle without current state license registration or which is not in operating condition shall be stored or maintained on any tract. No mobile home will be allowed on any tract. Garages and outbuildings may be erected on each tract to be of good construction and painted outside. Business, commercial feed lots, and commercial buildings will not be allowed.

D. LIVESTOCK AND POULTRY:

All animals must be restricted to the tract and not allowed to roam outside the boundaries of the tract owned by the owner of the animals. No swine shall be allowed in the Subdivision. All poultry and fowl shall be restricted to an enclosed pen at all times.

E. GARBAGE AND REFUSE DISPOSAL:

No tract shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall be held or stored on a temporary basis only and must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

F. SEWAGE AND PUBLIC WATER SYSTEM:

Each residence shall have a separate sanitary sewerage disposal system complying with the requirements of and approved by the Public Health Department for the State of Texas or the County. No outhouse or privies will be allowed.

G. ENVIRONMENTAL COVENANTS:

No owner of any interest of any Land in the Subdivision will engage in, or permit any other party to engage in, any activity on the Land which will violate, or create liability for either the owner or the Land, under any environmental law, statute, regulation, ordinance or ruling, including, but not limited to, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901, et seq., as amended, the Texas Solid Waste Disposal Act ("TSWDA"), Chapter 361 Texas Health and Safety Code, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. §9601, et seq., as amended, the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., or the Clean Air Act, 42 U.S.C. §7401, et seq.

In the event the tract is used in any way which is in violation of the terms and conditions of any applicable environmental law, statute, regulation, ordinance or ruling, the owner of the tract which engaged in, or permitted, such activity shall indemnify and hold harmless the Developer and all other owners of property in the Subdivision from any loss, damage, or liability arising as a consequence of such improper use.

H. ENFORCEMENT OF RESTRICTIONS & UPKEEP OF PREMISES:

These restrictions shall be binding upon the parties hereto and all parties claiming by, through or under them and upon all owners of property in the Subdivision. The Developer or any of the owners of any tracts or their assigns shall have the right to enforce the observance of these restrictions. In the event a tract becomes so unsightly with debris or other offensive items or any other violation is committed, the Developer or any owner of any tract in the Subdivision shall have the right to request that the offending owner clean up his property or cure such violation, and if he fails to do so within thirty (30) days from the date of such notification, the party or parties giving notice shall

have the right to clean such property or cure such violation and charge the owner with the cost thereof. In the event such expense is not paid, suit may be filed against such owner for collection of such costs. Developer shall have the right to enforce these Restrictions during the entire term of these Restrictions, regardless of whether Developer then owns any tract in the Subdivision.

I. HUNTING:

No hunting will be allowed in Subdivision.

ARCHITECTURAL RESTRICTIONS

A. DWELLING:

All construction visible from the outside must be completed within one (1) year after commencement of work above the foundation of the structure. All buildings and structures located on any tract must be designed and constructed in a manner so as to be insurable against loss due to fire or other casualty. Any weather proofing, exterior sheathing and/or tar paper used on the outside of any structure shall be covered with the final exterior of the structure within sixty (60) days after installation. Any building moved onto the property must be inspected and approved by Developer before being moved onto any tract and completed outside and painted within ninety (90) days and must be at least 1200 square feet exclusive of garages, barns and porches. The owner of any tract shall keep the improvements in good repair and condition. No tract shall be re-subdivided.

B. LIMITATION ON STRUCTURES:

No more than one (1) conventional built residence, blue tag modular constructed residence, partial conventional built and blue tag modular combination residence. Travel trailers, motor homes and 5th wheels shall be kept in good repair and condition at all times and cannot be used as a primary residence. At the time of installation, any home must have a roof, walls, floor, doors and windows in good condition capable of securing the home and protecting it from inclement weather. Any residence must be at least 1200 square feet exclusive of garages, barns and porches. Any combination of residences must pass the county and State of Texas Health Departments Rules & Regulations. Any residence must be constructed in accordance with approved building plans by the Swinney Switch Shores architectural control committee. That committee is to be made up of one representative of the developer and two others from homeowners, selected by developer's representative. After two years of its formation, homeowners will vote amongst themselves who will represent the Swinney Switch Shores subdivision for those two spots on the committee. Developer will turn over control of representatives' spot to the home owners when subdivision is 98% sold, including phase one, two and three.

C. BUILDING:

No building or structure (except fences and driveways) shall be located on any tract nearer than ten (10) feet to any tract boundary line.

D. DRAINAGE:

The owner of any tract shall not allow the drainage culvert or bar ditch appurtenant to any roadway or road easement upon or adjoining the tract to become obstructed in any manner; provided, however, the owner of a tract may, at the owner's risk and expense, construct and install access road ways from an adjoining road to the tract for ingress and egress purposes across any such drainage culvert or bar ditch; provided each such access road way is installed in a manner allowing free passage and drainage of surface waters during storm conditions and in compliance with the requirements of the applicable county authority and all other governmental agencies having jurisdiction. Access

roadway must contain a 16" wide drainage aluminum culvert pipe (length to be determined by the owner). All such access roadways to a tract shall be maintained in good condition and appearance at all times by the owner of the tract.

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are dedicated and reserved (a) as described and created in a special warranty deed signed by Developer with respect to a tract, and (b) along and within ten (10) feet of all exterior boundaries of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the directions of flow of surface water drainage in the easements. Within such easements, the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvement that may be placed within such easement which may interfere with the use of such easement for these purposes. The easement area of each tract shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, gas and/or electricity or drainage unless expressly limited to a specific use on any recorded plat of the Subdivision or stated in the instrument of conveyance by developer.

DURATION OF RESTRICTIONS

These restrictions and covenants are to run with the land and shall be binding on all owners of any tracts for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy five percent (75%) of the then owners of legal title to the tracts within the Subdivision (as shown by the records of the County Clerk of the County in which the Subdivision is located) has been recorded in the Official Records of the County in which the property is located, terminating these restrictions and covenants.

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

AMENDMENTS BY DEVELOPER

The Developer, as the original owner of the Subdivision, reserves and shall have the right at any time and from time to time, without the joinder or consent of any owner of any other tract or any other person, to amend these restrictions and limitations by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in these restrictions. The Developer further reserves the right, without the necessity of joining any owner of any other tract or mortgagee, to amend these restrictions to meet any requirements of the Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any other agency, so long as Developer is the owner of one or more tracts, and each other owner of a tract, by accepting conveyance of any tract subject to these restrictions, grants to Developer a specific, irrevocable power of attorney, which power is coupled with an interest, to execute and file for record any such amendments to these restrictions as may be necessary to meet the requirements of the said agencies.

For so long as Developer remains the owner of more than fifty percent (50%) of the tracts in the Subdivision, Developer reserves the right to modify these restrictions and limitations, without the joinder or consent of any owner or mortgagee of any other tract

or any other person, by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of marketing the tracts in the Subdivision; provided that, any such modification or amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by these restrictions and limitations.

NO OTHER TRACTS AFFECTED

This instrument relates to and affects in the manner described above the above-described Land, and shall not affect other property not herein described.

Date: August 31, 2006

SWINNEY SWITCH SHORES, LP

By: 

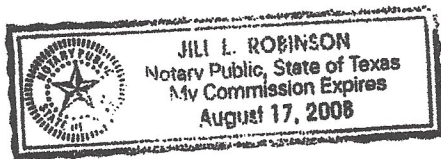
STATE OF TEXAS *

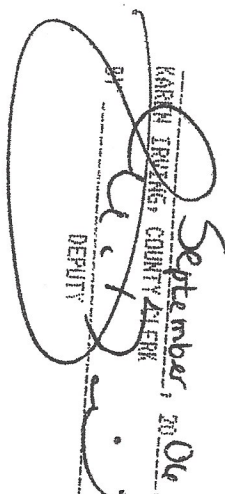
COUNTY OF *

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. Glenn Lee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

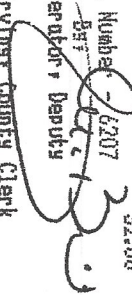
Given under my hand and seal of office, this the 8 day of September, 2006.


Notary Public, State of Texas




KAREN IRVIN, COUNTY CLERK
DEPUTY
September 20, 06

STATE OF TEXAS
COUNTY OF LIVE OAK
THIS IS TO CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT
COPY OF THE DOCUMENT ON FILE IN
MY OFFICE WITNESS MY HAND AND
OFFICIAL SEAL THIS 17th DAY OF

Filed for Record in:
Live Oak County
On: Sep 11, 2006 at 02:10P
Document Number: 173659
Amount: 32.00
Receipt Number: 6207
By: 
user operator Deputy
Karen Irvin, County Clerk
Live Oak County

Bk Vol Pg
173659 OR 68 594