

MODIFICATION OF RESTRICTION

Agreement made, effective as of September 30, 1999, by and between A. DEARL DOTSON, KENNETH W. SNOW, AARON N. SHORTNACY and wife, ARLINA SHORTNACY and D. BRYAN MATHIS and wife, THERESA MATHIS, referred to as Parties.

RECITALS

The Parties recite and declare:

A. The Parties are now the only owners of the following described real property:

See Exhibit "A".

B The restrictions currently applicable to the above-described property are contained in the Declaration of Covenants, Conditions and Restrictions dated May 13, 1999 recorded in Document No. 199934601, Official Records of Williamson County, Texas.

C. The Parties have determined that it is necessary, for the benefit of all of the Parties, that the current restrictions concerning the above-described real property, be modified as follows:

Paragraph 2.05, last sentence, should be modified to read "All manufactured homes must be less than (5) years old when moved on."

Therefore, in compliance with the Declaration of Covenants, Conditions and Restrictions and in consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

The Parties consent that the original restrictive covenants contained in the Declaration of Covenants, Conditions and Restrictions on the above described property be and by this agreement are, changed and modified so that the last sentence in Paragraph 2.05 shall read " All manufactured homes must be less than (5) years old when moved on."

This agreement will constitute the entire agreement between the Parties concerning the subject of the modification and any prior understanding or representation of any kind preceding the date of this agreement will not be binding on any party except to the extent incorporated in this agreement.

In witness whereof, each party to this agreement has cause it to be executed on the date indicated above.

A. Dearl Dotson
A. DEARL DOTSON

Kenneth W. Snow
KENNETH W. SNOW

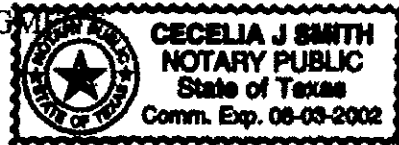
Aaron N. Shortnacy
AARON N. SHORTNACY

Arline Shortnacy
ARLINA SHORTNACY

D. Bryan Mathis
D BRYAN MATHIS

Theresa Mathis
THERESA MATHIS

ACKNOWLEDGMENT



State of Texas §
County of Montgomery §

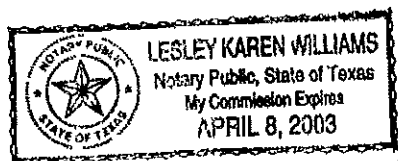
This instrument was acknowledge before me on this the 12th day of October, 1999 by A. DEARL DOTSON.

Cecelia J. Smith
Notary Public

ACKNOWLEDGMENT

State of Texas §
County of Williamson §

This instrument was acknowledge before me on this the 30 day of September, 1999 by KENNETH W. SNOW.



Lesley Karen Williams
Notary Public

ACKNOWLEDGMENT

State of Texas §
County of Williamson §

This instrument was acknowledge before me on this the 30 day of September, 1999 by AARON N SHORTNACY.



Lesley Karen Williams
Notary Public

ACKNOWLEDGMENT

State of Texas §
County of Williamson §

This instrument was acknowledge before me on this the 30 day of September, 1999 by ARLINA SHORTNACY.

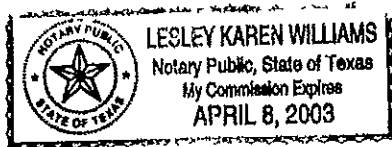


Lesley Karen Williams
Notary Public

ACKNOWLEDGMENT

State of Texas §
County of Williamson §

This instrument was acknowledge before me on this the 30 day of September, 1999 by D BRYAN MATHIS.

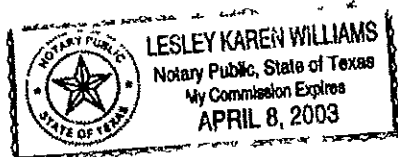


Lesley Karen Williams
Notary Public

ACKNOWLEDGMENT

State of Texas §
County of Williamson §

This instrument was acknowledge before me on this the 30 day of September, 1999 by THERESA MATHIS.



Lesley Karen Williams
Notary Public

TRACT I

All that certain tract or parcel of land situated in Williamson County Texas, out of the Jacob Rinehardt Survey, Abstract No. 538, and the John Church Survey, Abstract No. 144 and being a part of that Third Tract described in To Deed of Gift to Mary Gail Rundell dated December 23, 1976 and recorded in Volume 655, Page 505 of the Williamson County Deed Records and described by metes and bounds as follows

BEGINNING at an iron pin set in the North margin of County Road 454 and the West line of said Rundell tract and the East line of that tract conveyed to Otis Hardi by General Warranty Deed dated January 28, 1986 and recorded in Volume 1306, Page 501 of the Official Records of Williamson County for the Southwest corner of this tract bearing S 9° 47' 59" W 670.49 feet from a cable found for the Northeast corner of said Hardi tract,

THENCE N 9° 47' 59" E 670.49 feet to a cable found for the Northeast corner of said Hardi tract and the Southeast corner of that tract conveyed to Eleanor H. Gozenback by General Warranty Deed dated August 8, 1985 and recorded in Volume 1306 Page 505 of said official records, and N 9° 23' 47" E at 1327.85 feet passing an iron pin found on the South bank of Boggy Creek, in all 1343.85 feet to the approximate centerline of said creek for the northwest corner of this tract;

THENCE along the approximate centerline of Boggy Creek,

S 83° 59' 18" E 22.27 feet

N 65° 01' 14" E 43.75 feet,

S 62° 11' 58" E 182.66 feet,

S 86° 42' 48" E 109.26 feet,

N 52° 55' 00" E 18.69 feet,

And S 59° 53' 52" E 18.69 feet to the intersection of said centerline and the West line of the MK&T Railroad for the Northeast corner of this tract,

THENCE, S 5° 30' 00" W at 100.00 feet passing an iron pin set on line, in all 2249.38 feet along the West line of the MK&T Railroad to an iron pin set in the North line of County Road 454 for the Southeast corner of this tract;

THENCE, N 83° 54' 08" W 804.19 feet to the place of Beginning and containing 34.46 acres of land.

TRACT II

All that certain tract or parcel of land situated in Williamson County, Texas, out of the Jacob Rinehardt Survey, Abstract No. 538 and being a part of that Third Tract described in To Deed of Gift to Mary Gail Rundell dated December 23, 1976 and recorded in Volume 655 Page 505 of the Williamson County Deed Records and described by metes and bounds as follows

BEGINNING at an iron pin set in the South margin of County Road 454 and the West line of said Rundell tract for the Northwest corner of this tract bearing N 9° 47' 59" E 743.08 feet from an iron pin found for the Southeast corner of that tract conveyed to Otis Hardi by General Warranty Deed dated January 28, 1986 and recorded in Volume 1306, Page 501 of the Official Records of Williamson County,

THENCE S 83° 54' 08" E 806.07 feet with the South margin of County Road 454 to an iron pin set in the East line of said Rundell Tract and the West line of the MK&T Railroad for the Northeast corner of this tract,

THENCE S 5° 30' 00" W with the West line of said MK&T Railroad, at 3091.33 feet passing an iron pin set for reference, in all 3191.33 feet to the approximate centerline of Brushy Creek for the Southeast corner of this Tract,

THENCE along the approximate centerline of said creek,

S 89° 09' 26" W 300.47 feet,

S 71° 56' 12" W 170.62 feet,

S 89° 02' 30" W 78.97 feet,

N 74° 17' 15" W 394.78 feet,

And S 83° 35' 31" W 101.00 feet to a point for the Southeast corner of that tract conveyed to Robert M. Tiemann by General Warranty Deed dated August 31, 1994 and recorded in Volume 2608, Page 330 of said official records and the Southwest corner of this tract,

THENCE N 9° 06' 47" E 141.12 feet to an iron pin set at a railroad tie, N 9° 06' 47" E 2383.18 feet to an iron pin found for the Northeast corner of said Tiemann tract and the Southeast corner of said Hardi tract.

THENCE N 9° 47' 59" E 743.08 feet to the place of Beginning and containing 68.46 acres of land.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

01-28-2000 02:11 PM 2000005642
STRICKLAND \$15.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

J. J. Prof. Rister

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

Gift # 388422
198534601 11 PGS

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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON)

THAT WHEREAS, A. DEARL DOTSON and KENNETH W. SNOW, hereinafter called the "Declarant", is the owner of all that certain real property located in Williamson County, Texas, described as follows:

BEING 34.46 acres of land out of and a part of the John Church Survey, Abstract No. 144 and the Jacob Rinehardt Survey, Abstract No. 538, and 68.46 acres out of the Jacob Rinehardt Survey, Abstract No. 538 situated in Williamson County, Texas, said tracts being more particularly described in Exhibit "A", attached hereto and incorporated herein.

WHEREAS, the Declarant will convey the above-described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, it is hereby declared that all of the property described above 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 real property and shall be binding on all parties having any right, title or interest in or to the above-described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof

ARTICLE ONE

DEFINITIONS

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02. "Properties" shall mean and refer to that certain real property hereinbefore described.

1.03. "Lot" shall mean and refer to that portion of any of the plots of land within the Property, whether said Lot is described by metes and bounds or subdivided.

1.04. "Declarant" shall mean and refer to A. DEARL DOTSON and KENNETH W. SNOW, their successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO RESTRICTIONS

The following restrictions shall be binding upon each purchaser and his successors in title:

2.01. All Lots within the subdivision are hereby restricted exclusively to single-family residential use. No Lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed or maintained on any Lot other than a single-family residence, with such accessory structures and buildings as a storage

building, workshop, garage, guest house and servant's quarters. Not more than one single-family residence may be erected on a Lot unless the Lot is ten (10) acres or greater, then two (2) living units will be allowed per Lot.

2.02. A residence may not be lived in or occupied until the residence is 100% complete.

2.03. For all conventional, on-site constructed single-family residence, each dwelling shall not be less than 1,500 square feet of heated and air-conditioned space, exclusive of basement, garage, and porches. In the case of multi-story dwellings the minimum size shall be 1,500 square feet with not less than 900 square feet of heated and air-conditioned space in the first floor.

2.04. All residences must have a minimum of a single-car garage with a minimum size of 250 square feet. If a carport is constructed in addition to the required single-car garage, the carport must be beside or behind, but not in front of the garage or single-family residence. At least 25% of the total exterior of any residence must be masonry which includes but is not limited to rock, brick, stone, or stucco. Any masonry siding, such as concrete Hardi Plank, or similar product does comply with this masonry requirement.

2.05. "Move-in" housing such as Manufactured homes, modular homes, and other Move-On Homes" each dwelling shall not be less than 1,500 square feet of heated and air-conditioned space, exclusive of basement, garage, and porches. Manufactured homes must have a minimum width of twenty-four (24) feet. A garage, carport or storage building shall be constructed, beside or behind, but not in front

of the single family residence. All manufactured homes must have a minimum of a 100 square foot storage building placed or built on the property prior to occupying the residence. At least 25% of the total exterior of any residence must be masonry which includes but is not limited to rock, brick, stone, or stucco. Any masonry siding, such as concrete Hardi Plank, or similar product does comply with this masonry requirement. The underpinning of any manufactured housing must be masonry on all four sides. This masonry underpinning requirement will fulfill the 25% masonry requirement of the exterior. All manufactured homes must have hardboard or vinyl siding, but not metal siding. All manufactured homes must have a composition shingle pitched roof with a minimum 3/12 pitch. All manufactured homes must have a front porch of a minimum size of 100 square feet. This porch can be poured concrete, or a built up elevated deck. All homes must be less than (5) years old when moved on.

2.06. Any residence on this tract shall contain a minimum of one bathroom and kitchen constructed in accordance with the plumbing codes of the nearest municipality and properly connected to sewer or disposal systems.

2.07. Installation of septic tank soil-absorption sewage-disposal systems shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Health Department and inspected by a duly authorized agent of the Williamson County Health Department.

2.08 Lots shall not be used or maintained as a dumping ground for garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment of the storage or disposal of such material shall be kept in clean and sanitary condition. No junk or wrecking yard may be located on the tract. No wrecked or inoperative motor vehicles or any other type vehicle may be stored outside for more than 60 days in any one calendar year. Material of any kind stored on said property shall be arranged in an orderly manner.

2.09. The property may not be resubdivided by any Owner, or his successors, in tracts of less than 5 (five) acres.

2.10. All construction must be of new materials. No used lumber will be allowed. Used brick or stone may be used.

2.11. All covenants and restrictions shall be binding upon the Buyer, his successors, heirs, or assigns, and said covenants and restrictions are for the benefit of all owners of nearby and adjoining tracts.

2.12. No building or house shall be constructed within one hundred fifty feet (150') of any county road, whether or not said building or house fronts on said county road, or within fifty feet (50') of any other property line as then existing.

2.13 Dogs, cats and other household pets are allowed. However, no more than five (5) adult dogs shall be allowed on each Tract. The following additional animals, and these additional animals only, may be kept, and each animal shall represent the following units: cows (1 unit), calves (.5 unit), donkeys (1 unit), goats (.5 unit), sheep

(.5 unit), emus and related birds (.5 unit), horses (1 unit), and ponies (1 unit). No more than one animal unit per acre shall be allowed. In addition to the above, up to four (4) units of swine shall be allowed on tracts containing at least ten (10) acres, so long as the swine are for FFA or 4H Club projects only. The swine must be removed upon project completion. The swine must be kept in a clean manner and must not be a nuisance to adjoining Lot owners. All swine pens must be located at least 100 feet from any Lot line. Fowl shall be allowed, but not in numbers which constitute a nuisance. Notwithstanding any of the above, if the harboring, keeping or owning of any animal or bird shall constitute a nuisance, as determined by a court of law, then these restrictions shall not prohibit a Lot Owner from bringing a legal action against another Lot Owner based on a nuisance claim.

ARTICLE III

PROHIBITED ACTIVITIES

3.01. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.02. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, the Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such

construction and sale, including, but not limited to, signs, offices, storage areas and model units.

3.03. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on any Lot.

3.04. All out buildings shall be constructed of new material and shall be fabricated in a good, workmanlike manner.

ARTICLE FOUR GENERAL PROVISIONS

4.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

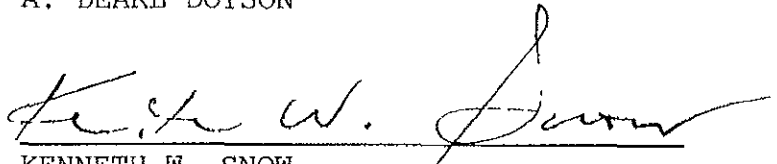
4.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision and all other provisions shall remain in full force and effect.

4.03. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal

representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than 66 percent of the Lot owners; during any succeeding ten (10) year period, the covenant, conditions and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 66 percent of the Lot owners. No amendment shall be effective until recorded in the Deed Records of Williamson County, Texas, nor until the aproval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarant, this 13 day of May, 1999.

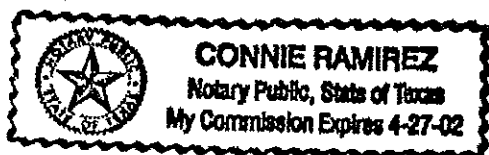

A. DEARL DOTSON


KENNETH W. SNOW

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Washington

This instrument was acknowledged before me on this the 17th day
of May, 1999 by A. DEARL DOTSON.

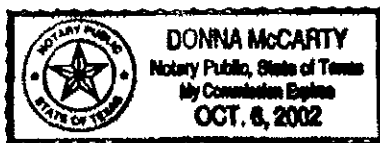


Connie Ramirez
Notary Public, State of Texas
Printed Name Connie Ramirez
My Commission Expires 4-27-02

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on this the 13 day
of May, 1999 by KENNETH W. SNOW.



Donna McCarty
Notary Public, State of _____
Printed Name: _____
My Commission Expires: _____

Return to:
TEXAS PROFESSIONAL TITLE INC.
1 CHISHOLM TRAIL, SUITE 3100
ROUND ROCK, TEXAS 78661
(512) 255-6550

TRACT I

EXHIBIT "A"

All that certain tract or parcel of land situated in Williamson County Texas, out of the Jacob Rinehardt Survey, Abstract No 538, and the John Church Survey, Abstract No 144 and being a part of that Third Tract described in To Deed of Gift to Mary Gail Rundell dated December 23, 1976 and recorded in Volume 655, Page 505 of the Williamson County Deed Records and described by metes and bounds as follows

BEGINNING at an iron pin set in the North margin of County Road 454 and the West line of said Rundell tract and the East line of that tract conveyed to Otis Hardi by General Warranty Deed dated January 28, 1986 and recorded in Volume 1306, Page 501 of the Official Records of Williamson County for the Southwest corner of this tract bearing S 9° 47' 59" W 670 49 feet from a cable found for the Northeast corner of said Hardi tract,

THENCE N 9° 47' 59" E 670 49 feet to a cable found for the Northeast corner of said Hardi tract and the Southeast corner of that tract conveyed to Eleanor H. Gozenback by General Warranty Deed dated August 8, 1985 and recorded in Volume 1306 Page 505 of said official records, and N 9° 23' 47" E at 1327 85 feet passing an iron pin found on the South bank of Boggy Creek, in all 1343 85 feet to the approximate centerline of said creek for the northwest corner of this tract;

THENCE along the approximate centerline of Boggy Creek,

S 83° 59' 18" E 22 27 feet

N 65° 01' 14" E 43 75 feet,

S 62° 11' 58" E 182 66 feet,

S 86° 42' 48" E 109 26 feet,

N 52° 55' 00" E 18 69 feet,

And S 59° 53' 52" E 18 69 feet to the intersection of said centerline and the West line of the MK&T Railroad for the Northeast corner of this tract,

THENCE, S 5° 30' 00" W at 100 00 feet passing an iron pin set on line, in all 2249 38 feet along the West line of the MK&T Railroad to an iron pin set in the North line of County Road 454 for the Southeast corner of this tract,

THENCE N 83° 54' 08" W 804 19 feet to the place of Beginning and containing 34 46 acres of land

TRACT II

All that certain tract or parcel of land situated in Williamson County, Texas, out of the Jacob Rinehardt Survey, Abstract No 538 and being a part of that Third Tract described in To Deed of Gift to Mary Gail Rundell dated December 23, 1976 and recorded in Volume 655 Page 505 of the Williamson County Deed Records and described by metes and bounds as follows

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THENCE S 83° 54' 08" E 806 07 feet with the South margin of County Road 454 to an iron pin set in the East line of said Rundell Tract and the West line of the MK&T Railroad for the Northeast corner of this tract,

THENCE S 5° 30' 00" W with the West line of said MK&T Railroad, at 3091 33 feet passing an iron pin set for reference, in all 3191 33 feet to the approximate centerline of Brushy Creek for the Southeast corner of this Tract,

THENCE along the approximate centerline of said creek,

S 89° 09' 26" W 300 47 feet,

S 71° 56' 12" W 170 62 feet,

S 89° 02' 30" W 78 97 feet,

N 74° 17' 15" W 394 78 feet,

And S 83° 35' 31" W 101 00 feet to a point for the Southeast corner of that tract conveyed to Robert M. Tiemann by General Warranty Deed dated August 31, 1994 and recorded in Volume 2608, Page 330 of said official records and the Southwest corner of this tract,

THENCE N 9° 06' 47" E 141 12 feet to an iron pin set at a railroad tie, N 9° 06' 47" E 2383 18 feet to an iron pin found for the Northeast corner of said Tiemann tract and the Southeast corner of said Hardi tract

THENCE N 9° 47' 59" E 743 08 feet to the place of Beginning and containing 68 46 acres of land

FILED AND RECORDED

Nancy E Rister

1999 MAY 25 04:01 PM 199934601

NANCY E. RISTER

COUNTY CLERK

WILLIAMSON COUNTY, TEXAS