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60.04

RESTRICTIONS
acres, D. Bratt Survey A/97, Freestone

County, Texas

THE STATE OF TEXAS

COUNTY OF FREESTONE

WHEREAS, the undersigned are the owners of tract(s)
of land in the D. Bratt Survey A/97, Freestone County,
Texas, which is (are) described in the field notes
attached hereto as Exhibit "A"; and

WHEREAS it is deemed to be in the best interest of
the undersigned and of the persons who may purchase lots
out of the hereinafter described tract(s) that there be
established and maintained a uniform plan for the
improvements and development of the lands covered
thereby as a restricted and modern sub division;

NOW THEREFORE, the undersigned owners, being all of
the owners of said tract(s) do hereby adopt the following
covenants and restrictions which shall be taken and deemed
to be covenants to run with the lands and shall be binding
on the undersigned and all persons and entities claiming
under them until January 1, 2000 at which time said
covenants, conditions and restrictions shall be
automatically extended for successive periods of 10 years
each unless by duly recorded instrument signed by the
majority of the property owners in said tract(s) it is
agreed to change said covenants, conditions and
restrictions in whole or in part.

If any of the undersigned or any of their heirs,
successors or assigns shall violate or attempt to violate
any of the covenants herein, it shall be lawful for any
other person or persons owning any real property situated
in the above referred tract(s) to prosecute any proceedings
at law or in equity against the person or persons violating

or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) No lot shall have frontage on a subdivision road or street of less than 40 feet.

(b) Except as stated in (b-1) below no lot shall be used except for residential purposes. The term "Residential Purposes" as used herein shall be held and construed to exclude hospitals, clinics, mobile homes, travel trailers, apartment houses, boarding houses, duplexes, hotels, and to exclude commercial and/or professional operation of a business in any residence, garage or out-building.

(b-1) Except that the owners herein shall have the option to allow commercial and/or professional use of any lot in the subdivision which has frontage on FM416, provided that any such lot to be used for commercial purpose shall not have a depth greater than 200' from the said FM 416. The requirements for the size, location, construction, and use of any such commercial facilities shall be at the option of the owners and may be added to these restrictions at a later date.

(c) No building shall be erected, altered, placed or permitted to remain on any residential lot other than (1) one new detached single family dwelling not to exceed two (2) stories in height, built on site, together with a private garage or carport for not more than three (3) cars and a tool shed or work shop, attached or unattached to the residential building and/or a Boathouse, Dock, or Boat Launching Ramp constructed according to rules and regulations for such structures as prescribed and set out

by Tarrant County Water Control District No. 1.

by Tarrant County Water Control District No. 1.

(c-1) The owners herein shall have the right to construct and maintain for the use of the residents of the subdivision, a communal boat dock and/or boat launching facilities, and to provide access and parking area in connection with such facilities.

(d) No building shall be located nearer to the front lot line or nearer to any public street than 25 feet. No slab or foundation of any building including garages shall be located nearer than five (5) feet from the rear and from the side lot lines.

(e) No permanent residential structure shall be placed on any lot unless its living area has a minimum of 1000 square feet of floor area exclusive of porches and garage for a single family dwelling.

(f) The exterior walls of all residences, garages and outbuildings shall be at least fifty one per cent (51%) brick, brick veneer, stone, stone veneer, cedar or redwood, and all roofs shall be of the wood shingle or composition and shingle type.

(g) The owners herein shall have the right to set aside one or more areas of the subdivision for the construction and maintenance of a water system, and the right to build such facilities as may be necessary for same, including the right to construct any necessary buildings, drill, operate and maintain any necessary water wells, and to install any tanks, pipes, lines, and other equipment that may be necessary for the operation of a water system.

(h) The raising or keeping of hogs, horses, poultry, dogs, cats, birds or livestock on any residential lot in the subdivision is strictly prohibited. (other than Family Pets).

(i) No sign of any kind for resale of any lot shall be displayed to the public view from the above described property except one sign of not more than nine (9) square feet.

(j) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision.

(k) All sanitary plumbing shall conform with the minimum requirements of Tarrant County Water District, Freestone County, and the State of Texas.

(l) No lot shall be used as a dumping ground for trash, used building material, junk automobiles, or other waste products.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS
this the 23rd day of October, 1987.

C. E. Neal Jr.
C. E. Neal Jr., Trustee

Jerald G. Nelson
Jerald G. Nelson

Julia A. Nelson
Julia A. Nelson

R. W. Fitch
R. W. Fitch

Billie J. Fitch
Billie J. Fitch

THE STATE OF TEXAS
COUNTY OF FREESTONE

This instrument was acknowledged before me on the 23rd day of October, 1987 by C. E. NEAL JR., TRUSTEE.

John A. Ford
Notary Public

THE STATE OF TEXAS
COUNTY OF FREESTONE

This instrument was acknowledged before me on the 23rd day of October, 1987, by JERALD G. NELSON and wife JULIA A. NELSON.

John A. Ford
Notary Public

THE STATE OF TEXAS
COUNTY OF FREESTONE

This instrument was acknowledged before me on the 23rd day of October, 1987, by R. W. FITCH and wife, BILLIE J. FITCH.

John A. Ford
Notary Public

EXHIBIT "A"
PAGE 1

All that certain lot, tract, or parcel of land, being 15.74 acres and being called Tract 3, and being a part of the Daniel Bratt Survey, Abstract No. 97, in Freestone County, Texas, and being a part of a called 82 acres, more or less, in a Warranty Deed from W. D. Anderson, et ux, to Carson Fitch, dated October 12, 1925, and recorded in Volume 89 Page 473 of the Deed Records of Freestone County, Texas, and due to an error in the description in the Deed mentioned above, a correction deed was made from W. D. Anderson and wife, Mollie Anderson, to Mrs. Myrtle Fitch, dated July 20, 1934, and recorded in Volume 134 Page 232, of said deed records. Said 15.74 acres are more fully described as follows:

Beginning at an iron stake for corner set in the North line of the 82 acres mentioned above, and hrs. N 60° 10' E 563 feet and N 59° 30' E 372 feet from its Northwest corner;

Thence N 59° 30' E 411.2 feet to an iron stake for corner set in the North line of the 82 acres tract;

Thence S 28° 15' E 1656.74 feet to an iron stake for corner set in the North line of Farm Road No. 416;

Thence with said road as follows: S 70° 45' W 90.75 feet and S 68° 10' W 347.5 feet to an iron stake for corner;

Thence N 27° 23' W 1587.78 feet to the place of beginning containing 15.74 acres of land.

Tract No. 2
15.72 Acres
Daniel Bratt Survey
Abstract No. 97
Freestone County, Texas

All that certain lot, tract, or parcel of land, being 15.72 acres and being called Tract 2, and being apart of the Daniel Bratt Survey, Abstract No. 97, in Freestone County, Texas, and being apart of a called 82 acres, more or less, in a Warranty Deed from W. D. Anderson, et ux, to Carson Fitch, dated October 12, 1925, and reocred in Volume 89 Page 473 of the Deeds of Freestone County, Texas, and due to an error in the description in the Deed mentioned above, a correction deed was made from W. D. Anderson, and wife, Mollie Anderson, to Mrs. Myrtle Fitch, dated July 20, 1934, and recorded in Volume 134 Page 232, of said deed records. Said 15.72 acres are more fully described as follows:

Beginning at an iron stake for corner set in the North line of the 82 acres tract, and hrs. N 60° 10' E 489.56 feet from its Northwest corner;

Thence N 60° 10' E 73.44 feet and N 59° 30' E 371.96 feet to an iron stake for corner;

Thence S 27° 23' E 1587.78 feet to an iron stake for corner set in the North line of Farm Road No. 416;

Thence S 68° 10' W 438.25 feet with said road to an iron stake for corner;

Thence N 27° 42' W 1521.96 feet to the place of beginning containing 15.72 acres of land;

* * * FIELD NOTES * * *

STATE OF TEXAS

COUNTY OF FREESTONE

FOR: C. E. NEAL, JR.
FAIRFIELD, TEXAS
PROJECT NO. 77199-A

IT IS THE INTENT OF THESE FIELD NOTES TO DESCRIBE all that certain lot, part or parcel of land being 28.49 acres in the Dan'l Bratt Survey A-97, Freestone County, Texas and being a part of a 521.813 acre tract owned to C. E. Neal, Jr., et al in Cause No. 7751-B styled A. S. Boykin, et al vs. Sam Bigham, et al, judgment filed July 11, 1979 and recorded Volume 10, Page 602 of the District Court Minutes of Freestone County, Texas and said 28.49 acre tract being more particularly described by metes and bounds as follows, to wit:

BEGINNING at a 2 inch iron pipe found for corner at a fence corner and being the East corner of the said C. E. Neal, Jr. 521.813 acre tract;

then in a Southwesterly direction with the easternmost Southeast line of the said C. E. Neal, Jr. 521.813 acre tract, South 76° 27' 48" West a distance of 159.94 feet, an iron pin, and South 60° 16' 17" West a distance of 1,029.79 feet to an iron pin found for corner in the said line and in the 315 foot contour line and the edge of a proposed lake;

then in generally a Northerly direction with the 315 foot contour line and the edge of the proposed lake, as follows:

North	24° 31' 59"	East a distance of	34.50 feet,
	a steel hub,		
North	1° 11' 19"	East a distance of	19.80 feet,
	a steel hub,		
North	3° 03' 20"	West a distance of	49.96 feet,
	a steel hub,		
North	6° 11' 02"	East a distance of	14.97 feet,
	a steel hub,		
North	15° 52' 49"	East a distance of	40.20 feet,
	a steel hub,		
North	20° 42' 12"	East a distance of	15.44 feet,
	a steel hub,		
North	33° 27' 29"	East a distance of	10.31 feet,
	a steel hub,		
North	60° 25' 07"	East a distance of	19.99 feet,
	a steel hub,		
North	79° 01' 43"	East a distance of	55.52 feet,
	a steel hub,		
South	79° 53' 22"	East a distance of	30.09 feet,
	a steel hub,		
North	61° 56' 14"	East a distance of	45.05 feet,
	a steel hub,		
North	58° 01' 36"	East a distance of	25.69 feet,
	a steel hub,		
South	77° 53' 44"	West a distance of	68.08 feet,
	a steel hub,		
North	87° 45' 01"	West a distance of	29.87 feet,
	a steel hub,		
North	80° 36' 15"	West a distance of	35.06 feet,
	a steel hub,		
North	72° 42' 44"	West a distance of	59.97 feet,
	a steel hub,		
North	51° 51' 54"	West a distance of	40.00 feet,
	a steel hub,		
North	22° 06' 10"	West a distance of	15.00 feet,
	a steel hub,		
North	11° 36' 26"	West a distance of	34.98 feet,
	a steel hub,		
North	3° 11' 33"	West a distance of	45.35 feet,
	a steel hub,		
North	4° 08' 32"	East a distance of	49.97 feet,
	a steel hub,		
North	10° 39' 47"	East a distance of	30.21 feet,
	a steel hub,		
North	10° 39' 47"	East a distance of	21.08 feet,
	a steel hub,		

FOR: C. E. NEAL, JR.

FIELD NOTES

North 32° 42' 50" East a distance of 70.00 feet,
 a steel hub,
 North 46° 33' 49" East a distance of 45.00 feet,
 a steel hub,
 North 59° 20' 11" East a distance of 60.29 feet,
 a steel hub,
 North 68° 37' 12" East a distance of 60.08 feet,
 a steel hub,
 North 71° 19' 57" East a distance of 60.54 feet,
 a steel hub,
 North 32° 46' 54" East a distance of 60.31 feet,
 a steel hub,
 North 20° 12' 27" East a distance of 54.74 feet,
 a steel hub,
 North 19° 04' 02" East a distance of 75.35 feet,
 a steel hub, and
 North 8° 40' 09" East a distance of 73.19 feet to

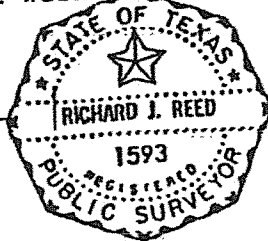
iron pin found for corner in the said line and same being in the
 sternmost Northeast line of the said C. E. Neal, Jr. 521.813 acre tract;

ENCE South 29° 16' 38" East with the easternmost Northeast line of the
 id C. E. Neal, Jr. 521.813 acre tract a distance of 1,731.54 feet to
 e PLACE OF BEGINNING.

contains 28.49 acres of land;

CERTIFICATION

Richard J. Reed, Registered Public Surveyor, do hereby certify
 that the above field notes are from an on the ground survey and are
 true and correct and that all work connected therewith was done under
 my supervision.



Richard J. Reed
 Richard J. Reed
 Registered Public Surveyor
 State of Texas No. 1593

ate 10-30-85

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

OCT 30 1987

DOIRIS TERRY WELCH
 Clerk County Court, Freestone County, Texas

By Mary Lynn White

112

THE STATE OF TEXAS *
COUNTY OF FREESTONE *

KNOW ALL MEN BY THESE PRESENTS:

These restrictions, made on the 20TH day of December, 1987,
by owner.

WITNESSETH:

WHEREAS, C. E. Neal, Jr., Trustee, is the owner of the Real Estate situated in Freestone County, Texas, described as follows:

Lots 1 through 35, September Sound, an Addition in Freestone County, Texas, according to plat recorded in ~~volume~~ B, Page 71, Plat Records of Freestone County, Texas. ~~CADNER~~

WHEREAS it is deemed to be in the best interest of the undersigned and of the persons who may purchase lots out of the hereinafter described tract(s) that there be established and maintained a uniform plan for the improvements and development of the lands covered thereby as a restricted and modern subdivision;

NOW THEREFORE, the undersigned owner, being all of the owners of said tract(s) do hereby adopt the following covenants and restrictions which shall be taken and deemed to be covenants to run with the lands and shall be binding on the undersigned and all persons and entities claiming under them until January 1, 2000 at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless by duly recorded instrument signed by the majority of the property owners in said tract(s) it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the undersigned or any of his heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred tract(s) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) Before any structure is erected, altered, placed, or permitted to remain on any tract(s), written approval must be obtained from the Architectural Control Committee. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one new, detached single family dwelling not to exceed two (2) stories in height, built on site, together with a private garage or carport for not more than three (3) cars, and a tool shed or workshop, attached or unattached, to the residence building, and/or a boathouse, pier, or boat launching ramp, approved, and constructed according to the rules and regulations for such structures as prescribed and set out by the Tarrant County Water Control and Improvement District #1. Any residence

constructed on any lot shall contain a minimum floor space of 1200 square feet, exclusive of porches, garages, and workshops. Any two story residence shall contain a minimum floor space on the ground floor of 1000 square feet, exclusive of porches, garages, and workshops. The exterior walls of all residences, garages and outbuildings shall be at least fifty-one per cent (51%) brick, brick veneer, stone, stone veneer, cedar or redwood. All roofs shall be of the wood shingle or composition shingle type.

(b) No building or structure shall be located nearer to the front lot line or nearer to any public street than 25 feet. No slab or foundation of any building or structure shall be located nearer than 10 feet from any side lot line. In the case of water front lots, no slab or foundation of any building or structure, other than a pier, boathouse or other such structure for which written approval has been obtained from the Tarrant County Water Control and Improvement District No. 1, may be constructed on the flood plain easement reserved by said District between the 315 foot elevation (MSL) and the 320 foot elevation (MSL). On non-water front lots, no slab or foundation of any building or structure may be located nearer than 10 feet from any rear lot line.

(c) There shall not be erected on any lot a residence whose quality of construction and finish does not meet minimum property standards established by any building codes of Freestone County, nor shall any alteration or addition to any residence be made which does not meet the same minimum property standards. The septic system for any residence must be installed to meet state, county, and/or Tarrant County Water Control and Improvement District No. 1 standards, whichever may be the more stringent.

(d) Any fence constructed on a residential lot shall be built out of masonry (not cement block), cedar board, redwood board, stockade, split or running rail, or chain link. No fence shall exceed six (6) feet in height, except that the back fence of lots 22 through 35 inclusive may be up to eight (8) feet in height. Any variation in either height or material must have the written approval of the Architectural Committee.

(e) Utility easements are reserved along and within 10 feet of the front line of every lot, and along and within 10 feet of the side lot lines of all lots in this addition for the construction and perpetual maintenance of wires, braces, poles, conduits and other necessary fixtures for electric lines, telephone lines, cable television lines, water lines and mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities. The right is included in these easements to trim any trees which may interfere or threaten to interfere with the operation or maintenance of such lines, and to do any other repair or maintenance work necessary for the maintenance of these lines, which includes the right of ingress to and egress from said premises for the employees and equipment of said utilities.

(f) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and further provided that the number of such animals kept shall not be so many as to become, or be considered, a public nuisance. Dogs, cats, or other household pets not confined within the owner's premises shall be considered a public nuisance, and owners shall be required to keep such animals penned, tied, or otherwise restrained.

✓ (g) No lot in the subdivision shall be used as a junk yard or store yard for the purpose of selling or storing used cars. Any inoperable vehicle which remains on any lot for more than 10 days, and which in the opinion of the Architectural Control Committee constitutes an annoyance, hazard, or detriment to the appearance of the subdivision, may be removed at the full cost of the owner of the lot upon which the vehicle is situated. No vehicle larger than a 1-ton pickup truck, motor home, travel trailer, or utility trailer may be parked on the street in front of, or on the side of, or in the driveway of any lot, except that such vehicle shall be there incident to approved construction upon said lot, or present on a temporary basis involving the pickup or delivery of goods or materials to a property owner.

(h) All lots shall be maintained at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut, and in no event shall use any lot for storage of material or equipment except for normal residential requirements, or incidental to construction of improvements thereon, as herein permitted, nor shall any owner permit the accumulation on his property of garbage, trash, or rubbish of any kind. No lot shall be used for the storage of chemicals or other hazardous materials.

(i) No noxious or offensive trade or activity shall be carried out on any lot, nor shall anything be done thereon which may be, or which may become, an annoyance or nuisance to the neighborhood, or to any of the property owners herein, or those claiming under them, whether heirs or vendees. No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision.

(j) No trailer, mobile home, basement, tent, garage or other outbuilding shall at any time be used as a residence, either temporarily or permanently, and no house shall be moved into the subdivision.

(k) This is a private subdivision, and if at some time in the future, the owners of property herein should desire to request Freestone County to take over the maintenance of the streets in the subdivision, a petition for such action must be signed by one hundred per cent (100%) of the property owners of record in this subdivision.

(1) No unsightly solar energy systems will be permitted. No above-ground gas tanks will be permitted. No television satellite dish will be permitted in the front yard of any lot. Except with the written permission of the Architectural Control Committee, no roof of any structure will be permitted which does not have a minimum pitch of four (4) feet in height for each twelve (12) feet of horizontal distance (i.e., 4 x 12 pitch).

(m) The necessity for and the size of any culvert that may be required for any driveway into any lot will be set by the Architectural Control Committee according to the requirements for such structures as set out by Freestone County. The proposed location, size, material and length of such culverts must be noted on the plot plan submitted to the Architectural Control Committee along with residence plans and specifications. If any lot owner shall alter the drainage along any street by filling same, or by installation of a culvert of insufficient length or diameter, or by the use of some unapproved material for such a culvert, then the Architectural Control Committee shall have the right to require the lot owner to remove such culvert or such fill material, and to restore the proper drainage. No other alteration of water drainage on this property will be permitted without the written consent of the Architectural Control Committee. Any engineering expenses incurred in determining the feasibility of altering any water drainage on any lot will be at the expense of the property owner desiring to make such an alteration.

(n) Each property owner in the subdivision shall be subject to an Annual Maintenance Charge at any initial rate of \$60.00 per year for the purpose of creating a fund to be known as "September Sound Maintenance Fund" and to be paid by each owner of property in the subdivision.

The Annual Maintenance Fund charge shall be payable to September Sound Maintenance Fund, Inc., a Texas non-profit corporation, annually in advance of January 1st of each year and shall commence from the date of the sale of the building plot by C. E. Neal, Jr., Trustee, or his successors or assigns. To secure the payment of this Maintenance Charge, a vendor's lien shall be retained in each Deed from C. E. Neal, Jr., Trustee, his successors or assigns, against the residential plot conveyed by any such Deed, which lien shall be reserved in favor of September Sound Maintenance Fund, Inc., its successors and assigns. The initial amount of the Annual Maintenance Fund Charge shall be \$60.00 per year. The first payment shall be made in advance on the date of closing and shall be prorated for the remainder of the calendar year in which the sale is closed. The amount of the Maintenance Charge may be increased by the Board of Directors up to a maximum of \$72.00 per year by a majority vote of the Directors. Such increase or increases up to \$72.00 per year shall be evidenced by an instrument duly executed and placed of record in the Office of the County Clerk of Freestone County, Texas.

Subsequent adjustment in the amount of the Maintenance Charge in excess of \$72.00 per year shall be recommended by the Directors to the Members, and such increase shall be come effective only at such time as the owners of 70% of the lots in the subdivision shall have voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of 10% per annum.

The total fund accumulated from this charge, insofar as the same may be sufficient, shall be applied toward the payment of the Maintenance expenses incurred for any or all of the following purposes in regard to all easements and rights-of-way dedicated to the public use and use of lot owners and all property owned in fee simple by September Sound Maintenance Fund, Inc.:

Lighting, improving and maintaining the streets, the communal boat dock, the boat launching ramp, the boat channel serving the communal boat dock, and the subdivision entrance gate; collecting and disposing of garbage, ashes, rubbish, and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; and doing any other thing necessary or desirable in the opinion of the Directors of September Sound Maintenance Fund, Inc., to keep the property in the subdivision and the property owned by September Sound Maintenance Fund, Inc. neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Directors of September Sound Maintenance Fund, Inc., in the expenditure of said funds shall be final and conclusive so long as such judgment is executed in good faith.

The Directors of September Sound Maintenance Fund, Inc., are authorized to borrow money, without personal liability on the part of the directors, for the purposes of the "Maintenance Fund", giving as security funds then or in the future paid into the "Maintenance Fund".

The Maintenance Charge shall remain effective until January 1, 1998, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that owners of a majority of all residential lots (with one vote for each lot) in the subdivision may revoke the Maintenance Charge on January 1, 1998, or at the end of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing same for record in the office of the County Clerk of Freestone County, Texas, at least one (1) year prior to January 1, 1998, or at any time prior to one (1) year preceding the expiration of any successive ten year period thereafter.

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

The initial Board of Directors of September Sound Maintenance Fund, Inc., shall be composed of C. E. Neal, Jr., A. A. Jones, and John Alford, who shall serve until January 1, 1989, unless all three initial directors resign prior to that time. In the case of the resignation, death or incapacity of one or more of the original directors, the remaining director or directors may appoint a substitute director or directors to serve the remainder of said term. The members of September Sound Maintenance Fund, Inc., shall be the owners of lots in September Sound subdivision. Each member is entitled to one vote for each lot owned in the subdivision at any meeting of the members. After January 1, 1989, or sooner if all three initial members resign, the members shall elect three (3) directors annually at the meeting of members, and such directors shall serve for a one year period, and shall furthermore be an owner of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision.

(o) All lands owned by September Sound Maintenance Fund, Inc., and all lands hereafter acquired by the Corporation shall be subject to all the restrictions herein contained, and upon request by C. E. Neal, Jr., Trustee, his heirs, successors, or assigns, September Sound Maintenance Fund, Inc., shall grant any and all easements that may be necessary or convenient for the building and maintenance of utility lines and facilities on or across such Maintenance Fund property for the benefit of the owners of property in the subdivision.

EXECUTED this 28TH day of DECEMBER, A. D., 1987.

by C. E. Neal, Jr., Trustee
C. E. NEAL, JR., TRUSTEE

STATE OF TEXAS *
COUNTY OF FREESTONE *

This instrument was acknowledged before me on the 28TH day of Dec., 1987.

by C. E. NEAL, JR., TRUSTEE

My commission expires:

3-7-88

Mary Jean Alford
Notary Public, State of Texas
Notary's printed name:
MARY JEAN ALFORD

JAN 8 1988

DORIS TERRY WELCH
Clerk County Court, Freestone County, Texas
By L. Anna HouseRight to Endorse Restrictions

(a) Architectural Control. No building or structure shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plat showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to the location of the structure with respect to topography, finished grade elevation, and compliance with these restrictions.

(b) The Architectural Control Committee shall initially be composed of C. E. Neal, Jr., John Alford, and A. A. Jones. In the event of the death, resignation, or inability to function of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the Committee or any designated successors shall be entitled to any compensation for services performed pursuant to this covenant. The initial Committee shall serve for a period of three (3) years from the date of execution of these Restrictions. At the end of this period, and at three (3) year intervals thereafter, an election will be held to select a new Committee to serve for the following three (3) year period. Each candidate will be voted on individually and a majority of the total votes cast shall constitute election. Each lot shall be entitled to one vote in such elections, irrespective of the number of persons owning an interest in such lot.

(c) The Committee's approval or disapproval as required by this instrument shall be in writing. In the event the Committee or its designated representatives fails to approve or disapprove within 30 days after plat, specifications and plans have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the restrictive covenants contained herein shall be deemed to have been fully complied with.

(d) Invalidiation of any one of these covenants, stipulations, conditions, or restrictions herein contained, by agreement of owners or judgment of court, shall in no way affect any of the other provisions, but all of the said provisions shall remain in full force and effect.

(e) EXECUTED this 28TH day of December, 1987.

OWNER:

C. E. Neal, Jr., Trustee
C. E. Neal, Jr., Trustee

THE STATE OF TEXAS
COUNTY OF FREESTONE

*
*
*

KNOW ALL MEN BY THESE PRESENTS:

AMENDMENT TO RESTRICTIONS dated December 28, 1987 and recorded in Volume 766, Page 217, Deed Records of Freestone County, Texas.

WHEREAS, C. E. Neal, Jr., Trustee, is the owner of the Real Estate situated in Freestone County, Texas, described as follows:

Lots 1 and 4 through 35, inclusive, of September Sound, an addition in Freestone County, Texas, according to plat recorded in Plat Cabinet B, Page 71, Plat Records of Freestone County, Texas;

AND WHEREAS it is deemed to be in the best interest of the undersigned and of the persons who may purchase lots out of the hereinafter described tract(s) that there be established and maintained a uniform plan for the improvements and development of the lands covered thereby as a restricted and modern subdivision;

NOW THEREFORE, the undersigned owner, being all of the owners of said tract(s), do hereby adopt the following amendments and restrictions which shall be binding on the undersigned and all persons and entities claiming under them until January 1, 2000, at which time said covenants conditions and restrictions shall be automatically extended for successive periods of 10 years each unless by duly recorded instrument signed by the majority of the property owners in said tract(s) it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the undersigned or any of his heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred tract(s) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) The last two (2) sentences of Paragraph (a) is amended to read as follows:

"The exterior walls of all residences, garages and outbuildings shall be at least fifty-one per cent (51%) brick, brick veneer, stone, stone veneer, cedar, redwood, or wood log. All roofs shall be of the wood shingle or composition shingle type."

(b) The following restriction is added:

"Any shoreline construction on Lots 1, 6, 7, 8, 9, 10, 11, 15, 16 and 17 must not only be built according to the requirements of Tarrant County Water District No. 1, but the owners of these lots must also submit detailed plans and specifications for any such structure to the Architectural Control Committee and obtain written approval for any such structure from the Architectural Control Committee before any such construction begins. Piers, boathouses, and other such approved structures may be inset or built into the shore line of a lot, but no such structure on these specific lots may extend into the water for more than six (6) feet from the shore line without the specific approval of the Architectural Control Committee."

EXECUTED this 11TH day of FEBRUARY, A.D., 1988.

by C. E. Neal, Jr., Trustee
C. E. NEAL, JR., TRUSTEE

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me on the 11th day of

Feb., 1988,

by C. E. NEAL, JR., TRUSTEE

commission expires:

2-4-88

Teresa E. Black
Notary Public, State of Texas
Notary's Printed Name

Teresa E. Black



FILED FOR RECORD
At 4:30 o'clock P.M.

FEB 11 1988

DORIS TERRY WELCH
Clerk County Court, Freestone County, Texas
by Mary Lynn White

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THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FREESTONE

AMENDMENTS TO RESTRICTIONS

The undersigned are a majority of the owners of the tract(s) of land in the D. Bratt Survey A/97, Freestone County, Texas and being the same lands described in three tracts of 15.74 acres, 15.72 acres, and 28.49 acres in certain deed restrictions found of record in Vol 761 page 798, official records of the Freestone County Clerk and dated the 23rd day of October, 1987.

Whereas the undersigned deem it is in the best interest of the undersigned and of any other persons who have purchased and may purchase lots or tracts out of the above described tract(s) to amend certain deed restrictions which were established to provide and maintain a uniform plan for the improvements and developments of the lands covered thereby as a restricted and modern subdivision. The restrictions that are hereinafter amended are found of record in Volume 761 Pages 798-805; Volume 766 pages 217-223; and Volume 768 pages 449-450 Official Records of the Freestone County Clerk.

NOW THEREFORE, the undersigned owners, being a majority of the owners of said tract(s) do hereby adopt the following covenants, amendments and restrictions to the above described restrictions which shall be covenants and restrictions which shall be taken and deemed to be covenants to run with the lands and shall be binding on the undersigned and all persons and entities claiming under them or under any previous grantor of said tracts or any portion thereof from January 1, 2000 until January 1, 2003 at which time said original covenants, conditions and restrictions and any amendments thereto shall be automatically be extended for successive periods of 3 years each unless by duly recorded instrument signed by the majority of the property owners

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in said tracts(s) or lot(s) it is agreed to change said covenants, conditions and restrictions in whole or in part. However, only the owners of lots 1- 35 of that portion of the tracts known as the September Sound Subdivision as found in the plat thereof and recorded in Cabinet B page 71, plat records of Freestone County , Texas, may vote to change, cancel or modify any restriction or covenant pertaining to any lot or common space within said subdivision and then by a majority vote of the owners of lots within said subdivision. These Amendments may be signed in multiple originals and any signature contained on any multiple original shall have the same effect as if all signatures were contained on one document.

If any of the undersigned, or any person or entity claiming under them or any other grantor to the above described tract(s) or lot(s) , or any of their heirs, successors, or assigns shall violate or attempt to violate any of the covenants or restrictions imposed on said tracts, it shall be lawful for any other person or persons owning any real property situated in the above referred tract(s) or lots(s) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent them from doing so or recover any damages or other dues for such violations.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The third paragraph of the above described restrictions recorded in Volume 761 and found on page 790; recorded to the official records in the office of the Freestone County Clerk and said paragraph pertaining to the period of time for which said restrictions will run are amended to read as follows:

"Now therefore the undersigned owners, of said tracts(s) do hereby adopt the following amendments and restrictions which will be binding on the undersigned and all persons or entities

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claiming under them until January 1, 2000, at which time said covenants and restrictions will be automatically extended for successive periods of 3 (three) years each unless by duly recorded instrument signed by the majority of the property owners in said tract(s) it is agreed to change said covenants, conditions, and restrictions in whole or in part. However, only the owners of lots 1- 35 of that portion of the tracts known as the September Sound Subdivision as found in the plat thereof and recorded in Cabinet B page 71, plat records of Freestone County, Texas, may vote to change, cancel or modify any restriction or covenant pertaining to any lot or common space within said subdivision and then by a majority vote of the property owners within said subdivision.

The 4th paragraph of the above described restrictions recorded in Volume 766 and found on page 217; and the 4th paragraph of the above described restrictions recorded in Volume 768 and found on page 44; all recorded in the official records in the office of the Freestone County Clerk and each paragraph pertaining to the period of time for which said restrictions will run are amended to read as follows:

"Now therefore the undersigned owners, of said tract(s) do hereby adopt the following amendments and restrictions which will be binding on the undersigned and all persons or entities claiming under them until January 1, 2000, at which time said covenants and restrictions will be automatically extended for successive periods of 3 (three) years each unless by duly recorded instrument signed by the majority of the property owners in said tract(s) it is agreed to change said covenants, conditions, and restrictions in whole or in part.

Paragraph (b-1) of the above described restrictions Recorded in Volume 761 Page and found on page 739 official records of the Freestone County Clerk is amended to read as follows:

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"Except that the owners herein shall have the option to allow commercial and/or professional use of any lot in the subdivision which has frontage on FM 416, provided that any such lot to be used for commercial purpose shall not have a depth greater than 200 feet from the said FM 416 and shall be no closer than 75 feet from the nearest right of way of September Drive and no such commercial lot shall have access from or to September Drive. Any other lot using September Drive for access in whole or in part shall be required to pay 75% of any maintenance fee assessed against any lot in September Sound Subdivision in same manner and under the same terms and conditions as required of the September Sound Lots. The Board of Directors of the September Sound Maintenance Fund is authorized to seek any remedy at law or in equity to collect said sums.

Paragraph (e) and (f) contained in above described deed restriction recorded in Volume 761 and found on Page 560, are amended to read as follows:

" (e) No permanent residential structure shall be placed on any lot unless its living area has a minimum of 1,500 square feet of floor area exclusive of porches and garage for a single family dwelling.

(f) the exterior walls of all residences, garages and outbuildings shall be at least fifty-one percent 51% brick, brick veneer, stone, stone veneer, cedar, redwood or wood log. All roofs shall be composed of wood shingle, composition shingle type, slate, copper, tile, decorative metal exclusive of barn type, and any other type of roof that is approved by any architectural committee with jurisdiction over the lot or tract in question.

The first paragraph contained in the above described deed restrictions recorded in Volume 766 and found on page 555 is amended to read as follows:

"constructed on any lot shall contain a minimum floor space of 1,500 square feet, exclusive of

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porches, garages, and workshops. Any two story residence shall contain a minimum floor space on the ground floor of 1000 square feet, exclusive of porches, garages, and workshops. The exterior walls of all residences, garages, or outbuildings shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, cedar, red wood, or log. All roofs shall be composed of wood shingle, composition shingle type, copper, slate, copper, tile, decorative metal exclusive of barn type, and any other type of roof that is approved by any architectural committee with jurisdiction over the lot or tract in question."

The last paragraph contained in the above described deed restrictions recorded in Volume 768 and found on page 449 is amended to read as follows:

"the exterior walls of all residences, garages and outbuildings shall be at least fifty-one percent 51% brick, brick veneer, stone, stone veneer, cedar, redwood or wood log. All roofs shall be composed of wood shingle, composition shingle type, slate, copper, tile, decorative metal exclusive of barn type, and any other type of roof that is approved by any architectural committee with jurisdiction over the lot or tract in question."

Paragraph (b) lines 12 inclusive contained in the above described deed restrictions recorded in Volume 765 and found on page 233 are amended to read as follows:

"from the end of the second and at one (1) year intervals thereafter, an election will be held to select a new Commission to serve for the following year. Each candidate will be voted on individually..."

Paragraph (h) contained in the above described deed restrictions recorded in Volume 766 and found on page 115 shall be amended by adding the following language to the end of said paragraph and shall read as follows:

"In the event the owner of any lot fails to comply with the provisions of this paragraph, in

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addition to and not in extinguishment of any other remedies included in these deed restrictions, the Board of Directors of the September Sound Maintenance Fund shall notify the owner by registered mail at his last known address of such violations and giving said owner 15 days to correct these violations. If the owner fails to correct said violations within the time provided, the Board of Directors may cause said violations to be corrected and may assess the reasonable costs thereof against the owner of said lot(s). The Board of Directors is authorized to seek any remedy at law or in equity to collect said sums after the owner fails to pay to the September Sound Maintenance Fund the costs of correcting said violations within 30 days after having been mailed a bill for such services.

Paragraph (c-1) contained in the above described restrictions and covenants and recorded in Volume 761 and found on page 300 is amended by adding to the conclusion of the existing paragraph the following language:

"Any such communal boat ramp or docking facility constructed within the boundaries of September Sound Subdivision as above described is for the sole use of the owners of lots contained within said subdivision. Any communal boat ramp or docking facility constructed outside said boundaries is for such use as to be determined by the owners of those lots and tracts outside of the boundaries of the September Sound Subdivision.
bill for said services.

The restrictions and covenants found on Page 221 of Volume 766 of the above described restrictions and covenants is amended by adding the following language immediately after the third paragraph.

"If in the opinion of the Directors of the September Maintenance Fund, Inc. the income from the annual maintenance charge is insufficient to for repair and maintenance of the roadways and

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common facilities, the Board of Directors of said fund may call for a special assessment from all owners of lots included in the subdivision on a per lot basis. If the owners of fifty-one percent (51%) of the lots vote for a special assessment in an amount and under such terms as to be determined by the Board of Directors prior to the vote, then the Board of Directors shall prepare an appropriate resolution in writing to be executed by the President of the Board and attested to by the Board Secretary and duly acknowledged. Thereafter upon filing of said resolution with the Freestone County Clerk, the duty to pay the special assessment shall be binding on the owners of said lot(s).

To secure the payment of this special assessment charge, a vendors lien shall be retained in each Deed from C.E. Neal, Inc. Trustee or his successors or assigns, against the residential lot to be conveyed by such Deed, which lien shall be reserved in favor of September Sound Maintenance Fund, Inc., its successors, and assigns. In addition to the vendor lien herein retained, the Board of Directors shall be authorized to prosecute any suit in law or in equity to collect any delinquent sums from any authorized special assessment.

Any restriction or covenant contained in the above described restrictions and covenants that are not amended by this instrument are to remain in full force and effect.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS TO THIS INSTRUMENT ON THE VARIOUS DATES AS SET FORTH BELOW in the months of

November and December, 1999

Robert A. Neal
Donald J. Neal
James B. Neal
Barbara A. Neal
James B. Neal
William J. Neal

W.E. Neal lots(s) 24
J.B. Neal lots(s) 25
William J. Neal lots(s) 3
Barbara A. Neal lots(s) 31

2007246

SEPTEMBER SOUND MAINTENANCE FUND, INC.
210 SEPTEMBER DR.
STREETMAN, TEXAS 75859-3181

October 2, 2002

September Sound Director's Meeting:

Dwain York, President
Bruce Richardson, Vice President
Pat Holiday, Sec./Treas.

Reference August 3, 2002 September Sound Annual Shareholders Meeting:

A motion was made to increase the annual maintenance fee from \$72.00 to \$150.00 effective January 1, 2003; effective January 1, 2004 to \$225.00; and effective January 1, 2005 and thereafter to \$300.00. The motion passed unanimously on all lots #1 through #35 of September Sound Sub Division.

Ballots were mailed to all lot owners (Lots #1 through #35). Votes were canvassed and 27 "yes" votes (77%) were recorded. Votes are filed in September Sound records and available for inspection by all lot owners. Based on ballot results the maintenance fee will increase as stated effective January 1, 2003. A letter will be sent to all lot owners advising them of the increase in the annual maintenance fee.

September Sound Maintenance Fund Inc
Dwain York
Dwain York, President

P. D. Holiday
P. D. (Pat) Holiday, Secretary/Treasurer

Notary:

THE STATE OF TEXAS
COUNTY OF FREESTONE

Filed for Record in:
Freestone County

On: Oct 10, 2002 at 03:06PM

As a Recordings

Document Number: 2007246

Amount 9.00

Receipt Number - 38395
By, Linda Jarvis

Before me, the undersigned, on this day personally

appeared *Dwain York* and *PD Holiday*

Honorable Mary Lynn White
County Clerk
Freestone County
known to me to be the

person whose name(s) is subscribed to the above instrument, and acknowledged to me that he

executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office on this the 10th Day of October, 2002.

Notary Public,

Donna J. McCoy

County, Texas



DONNA J. MCCOY
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-10-2006

Freestone

SEPTEMBER SOUND MAINTENANCE FUND, INC.
210 SEPTEMBER DR.
STREETMAN, TEXAS 75859-3181

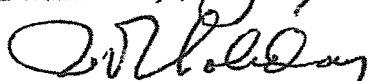
December 19, 2003

September Sound Annual Meeting

Reference August 2, 2003 September Sound Annual Shareholders Meeting:
A motion was made to amend voting on Deed Restrictions to be the same as the By Laws by having one vote per lot instead of one vote per lot owner. The motion passed unanimously by all owners present.

Ballots were mailed to all lot owners (Lots #1 through #35). Votes were canvassed and 21 "yes" votes (60%) were recorded. Votes are filed in September Sound records and available for inspection by all lot owners. Based on ballot results as stated effective January 1, 2004, a letter will be sent to all lot owners advising them of this amendment.


Dwain York, President


P. D. (Pat) Holiday, Secretary/Treasurer

Notary:

THE STATE OF TEXAS
COUNTY OF FREESTONE

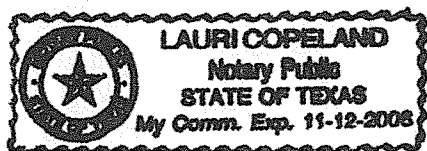
Before me, the undersigned, on this day personally

Appeared Dwain York and P.D. (Patrick) Holiday known to me to

be the person whose name(s) is subscribed to the above instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office on this the 26 Day of December, 2003.

Notary Public, Lauri Copeland Freestone, County, Texas.



FILED FOR RECORD IN
Freestone County
Mary Lynn White
COUNTY CLERK
ON: Dec 31, 2003 AT 01:12P
as Recordings
Document Number: 03008968
Total Fees: \$ 9.00
Receipt Number: 485187

AMENDED
DECLARATIONS OF COVENANTS AND RESTRICTIONS
OF SEPTEMBER SOUND

THIS AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF SEPTEMBER SOUND AMENDS ANY AND ALL PRIOR CONDITIONS AND RESTRICTIONS IN CONFLICT WITH THE HEREINAFTER STATED AMENDMENTS AS RECORDED IN THE REAL PROPERTY RECORDS OF FREESTONE COUNTY, TEXAS, INCLUDED IN BUT WITHOUT LIMITATION, THOSE RECORDED IN Volumes 761 page 798 ET SEQ, Volumes 766 page 217 ET SEQ, Volume 768 page 449 ET SEQ, Volume 1103 page 33 ET SEQ, Volume 1214 page 440 ET SEQ, and Volume 1262 page 595, ET SEQ, THESE AMENDMENTS ARE APPROVED, CONSENTED TO, AND ADOPTED.

AMENDMENT ONE

The last line on page 55 of Volume 1103, concluding on the first two lines of page 56 Volume 1103, Real Property Records of Freestone, County, Texas which reads as follows: "of 3 years each unless by duly recorded instrument signed by a majority of the property owners in said tracts(s) or lot(s) it is agreed to change said covenants, conditions and restrictions in whole" IS HEREBY AMENDED TO READ "of 3 years each unless by duly recorded instrument signed by 60% of votes received from the owners of each lot in said tract(s) it is agreed to change said covenants, conditions and restrictions in whole or in part."

The 3rd line on page 57 Volume 1103 Real Property Records of Freestone County, Texas, which reads as follows: "instrument signed by the majority of the property owners in said tract(s) it is agreed to change.." IS HEREBY AMENDED TO READ "instrument signed by 60% of votes received from owners of each lot in said tract(s) it is agreed to change..."

The 5th sentence from the bottom of page 57 Volume 1103 Real Property Records of Freestone County, Texas, which reads as follows: "instrument signed by the majority of the property owners in said tract(s) it is agreed to change..." Is hereby amended to read "instrument signed by 60% of votes received from owners of each lot in said tract(s) it is agreed to change."

AMENDMENT TWO

Paragraph (f) in Volume 1103 page 58, that portion of the first paragraph on page 59 of Volume 1103, and the second paragraph of page 59 Volume 1103 Real Property Records of Freestone County, Texas, which all read as follows "the exterior walls of all residences, garages and outbuildings shall be at least fifty-one percent 51% brick, brick veneer, stone, stone veneer, cedar redwood or wood log. All roofs shall be composed of wood shingle, composition shingle type, slate, copper, tile, decorative metal exclusive of barn type, and any other type of roof that is approved by any architectural committee with

jurisdiction over the lot or tract in question" ARE HEREBY AMENDED TO READ:
 "The exterior walls of all residences, garages and outbuildings shall be at least fifty-one percent 51% brick, brick veneer, stone, stone veneer, cedar redwood wood log or concrete fiberboard(similar to Hardi board. All roofs shall be composed of composition shingle type, slate, copper, tile, decorative metal exclusive of barn type, and any other type of roof that is approved by any architectural committee with jurisdiction over the lot or tract in question"

AMENDMENT THREE

THE FOLLOWING RESTRICTION SHALL BE ADD: " A homeowner's septic system design and location on site, as approved by Tarrant Regional Water District, shall be submitted for approval to the Architectural Committee before groundbreaking occurs."

AMENDMENT FOUR

THE FOLLOWING RESTRICTION SHALL BE ADDED: "A homeowner's mailbox(s) and chimney(s) shall be constructed of stone or brick to match the color of the brick or stone used in the construction of the residence. Driveways shall be built with asphalt, concrete or concrete product."

CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of September Sound Maintenance Fund Inc, a nonprofit corporation duly organized and existing under the laws of the State of Texas , and that the Amended Declaration of Covenants and Restrictions of September Sound dated below was adopted by the majority of the owners of each lot with respect to all tracts in September Sound by ballot as required and approved at the annual shareholders meeting held on August 5, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the nonprofit corporation on this the 21 day of July, 2007.


 Secretary
 P.O. Holiday

APPROVAL BY BOARD OR DIRECTORS

The undersigned members of the Board of directors of the September Sound Maintenance Fund, Inc, a nonprofit corporation duly organized and existing under the laws of the State of Texas hereby approve the Amended Declarations of Covenants and Restrictions dated as of the 21 day of July 2007 and which was adopted by greater than a majority of the owners of each lot with respect to all tracts in September Sound by ballot as required and approved at the annual shareholders meeting held August 5th 2007.

IN WITNESS WHEREOF, the undersigned have executed this Approval on this the 21 day of July, 2007.

Pat Holiday
Pat Holiday

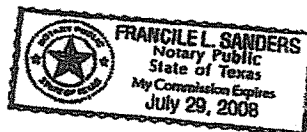
Chris Koutalidis
Chris Koutalidis

Charles Bradley
Charles Bradley

Before me the undersigned personally appeared Pat Holiday, known to me to be the person whose name is subscribed to the above instrument, and after being duly sworn, acknowledged to me that he executed the same for the purposes and considerations as therein expressed.

Given under my hand and seal of office on this the 21 day of July, 2007.

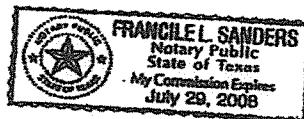
Notary Public Francile L. Sanders State of Texas



Before me the undersigned personally appeared Chris Koutalidis known to me to be the person whose name is subscribed to the above instrument, and after being duly sworn, acknowledged to me that he executed the same for the purposes and considerations as therein expressed.

Given under my hand and seal of office on this the 21 day of July, 2007.

Notary Public Francile L. Sanders State of Texas



Before me the undersigned personally appeared Charles Bradley, known to me to be the person whose name is subscribed to the above instrument, and after being duly sworn, acknowledged to me that he executed the same for the purposes and considerations as therein expressed.

Given under my hand and seal of office on this the 31 day of July, 2007.

Notary Public Renee Barlow State of Texas



FILED FOR RECORD IN
Freestone County
Nora Lynn White
COUNTY CLERK
ON: Aug 03, 2007 AT 04:20P
as Recording
Document Number: 00706160
Total Fees : 28.00
Receipt Number - 79429
By, Kelly Barker, Deputy

THE STATE OF TEXAS

COUNTY OF FREESTONE

**AMENDED DECLARATIONS OF COVENANTS AND RESTRICTIONS
OF SEPTEMBER SOUND MAINTENANCE FUND, INC.**

THIS AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF SEPTEMBER SOUND AMENDS ANY AND ALL PRIOR CONDITIONS AND RESTRICTIONS IN CONFLICT WITH THE HEREINAFTER STATED AMENDMENTS AS RECORDED IN BUT WITHOUT LIMITATION, THOSE RECORDED IN Volumes 761, page 798 ET SEQ, Volumes 766 page 217 ET SEQ, Volume 768 page 449 ET SEQ, Volume 1103 page 55 ET SEQ, Volume 1214 page 440 ET SEQ and Volume 1262 page 595 ET SEQ, Volume 1414 page 667 ET SEQ, THESE AMENDMENTS ARE APPROVED, CONSENTED TO, AND ADOPTED.

AMENDMENT ONE

Paragraph (e) contained in deed restriction recorded Volume 761, Page 800, Real Property Records of Freestone County, Texas which reads as follows:

"No permanent residential structure shall be placed on any lot unless its living area has a minimum of 1,500 square feet of floor space area exclusive of porches and garage for a single family dwelling" IS HEREBY AMENDED TO READ: "No permanent residential structure shall be placed on any lot unless its living area has a minimum of 2,000 square feet of floor space area exclusive of porches and garage for a single family dwelling."

Paragraph A, contained in deed restriction, sentence starting on last line Page 217, continued first two lines Page 218, Volume 766, Real Property Records of Freestone County, Texas which reads as follows:

"Any residence constructed on any lot shall contain a minimum floor space of 1,500 square feet, exclusive of porches, garages and workshops" IS HEREBY AMENDED TO READ: "Any residence constructed on any lot shall contain a minimum floor space of 2000 square feet, exclusive of porches, garages and workshops."

AMENDMENT TWO

Paragraph (L) 1st sentence in deed restriction recorded Volume 766, Page 220, Real Property Records of Freestone County, Texas which reads as follows:

"No unsightly solar energy systems will be permitted" IS HEREBY AMENDED TO READ: "No unsightly solar energy generating systems, wind turbines or other energy generating source will be permitted without a written approval of the architectural committee."

AMENDMENT THREE

reads as follows: "The
" be necessary
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BY-LAWS, ARTICLE FOUR - MEETINGS. Third paragraph, page 11 which reads as follows: "The presence of not less than 5% of the members shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser number may adjourn the meeting for a period of not more than two (2) weeks from the date scheduled by these by-laws and the secretary shall cause a notice of this scheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum as hereinbefore set forth shall be required at any adjourned meeting."

IS HEREBY AMENDED TO READ: "The presence of not less than 10 of the lot owners shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser number may adjourn the meeting for a period of not more than two (2) weeks from the date scheduled by these by-laws and the Secretary shall cause a notice of this scheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum as hereinbefore set forth shall be required at any adjourned meeting."

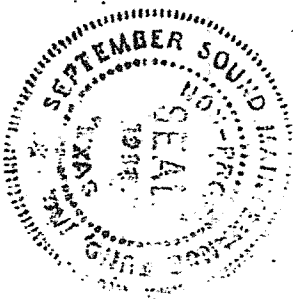
CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of September Sound Maintenance Fund Inc, a nonprofit corporation duly organized and existing under the laws of the State of Texas, and the Amended Declaration of Covenants and Restrictions of September Sound by ballot as required and approved at the annual shareholders meeting held on August 7, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the nonprofit corporation on this the 27 day of Feb, 2012.

Carol Richardson

Carol Richardson, Secretary



APPROVAL BY BOARD OF DIRECTORS

The undersigned members of the Board of Directors of the September Sound Maintenance Fund, Inc, a nonprofit corporation duly organized and existing under the laws of the State of Texas hereby approve the Amended Declarations of Covenants and Restrictions as of the 26 day of February 2012 and which was adopted by greater than a majority of the owners of each lot with respect to all tracts in September Sound by ballot as required and approved at the annual shareholders meeting held August 7, 2010.

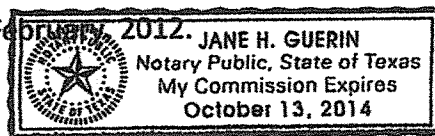
Stephen Prihoda *Stephen H. Prihoda*

Stephen Nalley *Stephen Nalley*

Before me the undersigned personally appeared Stephen Prihoda, known to me to be the person whose name is subscribed to the above instrument, and after being duly sworn, acknowledged to me that he executed the same for the purposes and considerations as therein expressed.

Given under my hand and seal of office on this the 27 day of February, 2012.

Notary Public *Jane H. Guerin* State of Texas



Before me the undersigned personally appeared Stephen Nalley, known to me to be the person whose name is subscribed to the above instrument, and after being duly sworn, acknowledged to me that he executed the same for the purposes and considerations as therein expressed.

Given under my hand and seal of office on this the 19 day of February, 2012.

Notary Public *Mary C. Jobe* State of Texas

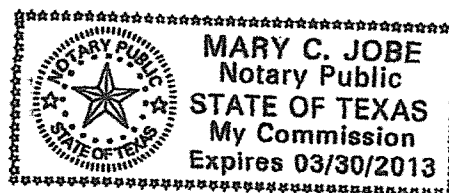
September Sound Maintenance Fund, Inc.

125 September Drive

Streetman, Tx. 75859

FILED FOR RECORD IN
Freestone County
Linda Jarvis
COUNTY CLERK

ON: Jul 02, 2012 AT 09:17A
as Recording
Document Number: 01202702
Total Fees : 24.00
Receipt Number - 114620
By: Beth Barnes, Deputy



2004331

Restrictive Covenant

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Freestone

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THAT we, Brandon Kurt McCaslin and Wife, of the county of Freestone State of Texas, being the owners of the following described property, to-wit:

- 1) All that certain lot, tract or parcel of land being Lot No. 16, in Section , in the September Sound Subdivision, as shown by the plat thereof recorded in Volume , Page 71 + 72 Plat Records, Freestone County, Texas;
- 2) All that certain lot, tract or parcel of land being Lot No. 17, in Section , in the September Sound Subdivision, as shown by the plat thereof recorded in Volume , Page 71 + 72 Plat Records, Freestone County, Texas;

by these presents do hereby restrict any future transfer of title in the above described real property in the following manner to-wit:

Any transfer of title of Lot 16, September Sound Subdivision, may not be made without including transfer between the same parties of title to Lot 17, September Sound Subdivision, and any transfer of title in Lot 17, September Sound Subdivision, may not be made without including transfer between same parties of title of Lot 16, September Sound Subdivision;

It being the intention and purpose of this Restrictive Covenant that from this date the two (2) Lots known as Lot 16 and Lot 17, September Sound Subdivision, shall be dealt with as to legal title thereto as if the two Lots were, in fact, one (1) single piece of real property, inclusive.

This Restrictive Covenant shall be binding on the parties hereto executing same and their heirs and assigns, and shall run with the land herein restricted, except this Restriction shall expire when the boathouse located adjacent to the above described lots has been removed, and the Tarrant County Water Control and Improvement District Number One so certifies in a writing filed with the County Clerk.

SIGNED AND DECLARED this 14 day of June, ~~2001~~ 2002

Brandon Kurt McCaslin

State of Texas

County of Freestone

This instrument was acknowledged before me on the 14 day of May 2002

by Brandon Kurt McCaslin and

On: Jun 14, 2002 at 10:48AM

As a Recordings

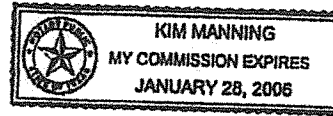
Document Number: 2004331

Amount 9.00

Receipt Number - 35855
By, Gwynne Sartor

Honorable Mary Lynn White
County Clerk
Freestone County

Don Maxx
NOTARY PUBLIC, STATE OF TEXAS

[illegible]

THE STATE OF TEXAS

COUNTY OF FREESTONE

**AMENDED DECLARATIONS OF COVENANTS AND RESTRICTIONS
OF SEPTEMBER SOUND MAINTENANCE FUND, INC.**

THIS AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF SEPTEMBER SOUND AMENDS ANY AND ALL PRIOR CONDITIONS AND RESTRICTIONS IN CONFLICT WITH THE HEREINAFTER STATED AMENDMENTS AS RECORDED IN BUT WITHOUT LIMITATION, THOSE RECORDED IN Volumes 761, page 799 ET SEQ, Volumes 761 page 801 ET SEQ. THESE AMENDMENTS ARE APPROVED, CONSENTED TO, AND ADOPTED.

AMENDMENT ONE

Paragraph (c) contained in deed restriction recorded Volume 761, Page 799, Real Property Records of Freestone County, Texas which reads as follows:

"No building shall be erected, altered, placed or permitted to remain on any residential lot other than (1) one new detached single family dwelling not to exceed two (2) stories in height, built on site, together with a private garage or carport for not more than three (3) cars and a tool shed or work shop, attached or unattached to the residential building and/or a Boathouse, Dock, or Boat Launching Ramp constructed according to rules and regulations for such structures as prescribed and set out by Tarry County Water Control District No. 1."

IS HEREBY AMENDED TO ADD THE FOLLOWING PARAGRAPH: "A Lot owner that owns two (2) adjoining lots with a single family dwelling located on one (1), will be permitted to build up to a three (3) car garage and/or storage building on second lot located adjacent to residence lot. The two (2) lots must legally be combined into one (1) and cannot be split or sold separately. For the purpose of the September Sound Deed Restrictions, the lots will continue the original voting rights and dues of two (2) individual lots. The structure on the lot may not be used as a temporary or permanent living quarters. The structure must be approved by the building committee and materials must be as specified in the existing restrictions and in keeping with the single family dwelling."

AMENDMENT TWO

Paragraph (I) contained in deed restriction recorded in Volume 761, Page 801, Real Property Records of Freestone County, Texas which reads as follows:

"No lot shall be used as a dumping ground for trash, used building materials, junk automobiles, or other waster products."

IS HEREBY AMENDED TO READ: "No lot shall be used as a dumping ground for trash, used building material, junk automobiles and/or or other waste products. No burning of household trash or waste products will be permitted in September Sound. Controlled burning of yard leaves and tress will be permitted on lots, and recreational fire pits will be allowed but no household trash or waste products can be burned."

CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of September Sound Maintenance Fund Inc, a nonprofit corporation duly organized and existing under the laws of the State of Texas, and the Amended Declaration of Covenants and Restrictions of September Sound by ballot as required and approved at the annual shareholders meeting held on August 1, 2015. IN WITNESS WHEREOF, I have hereunto set my hand and seal of the nonprofit corporation on this the ____ day of _____, 2015.

Carol Bradley, Secretary

APPROVAL BY BOARD OF DIRECTORS

The undersigned members of the Board of Directors of the September Sound Maintenance Fund, Inc, a nonprofit corporation duly organized and existing under the laws of the State of Texas hereby approve the Amended Declarations of Covenants and Restrictions as of the ____ day of December 2015 and which was adopted by greater than a majority of the owners of each lot with respect to all tracts in September Sound by ballot as required and approved at the annual shareholders meeting held August 1, 2015.

Stephen Prihoda_____

William Cline_____

Before me the undersigned personally appeared Stephen Prihoda, known to me to be the person whose name is subscribed to the above instrument, and after being duly sworn, acknowledged to me that he executed the same for the purposes and considerations as therein expressed.

Stephen Prihoda_____

Given under my hand and seal of office on this the ____ day of December 2015.

Notary Public _____ State of Texas

Before me the undersigned personally appeared William Cline, known to me to be the person whose name is subscribed to the above instrument, and after being duly sworn, acknowledged to me that he executed the same for the purposes and considerations as therein expressed.

William Cline_____

Given under my hand and seal of office on this the ____ day of December 2015.

Notary Public _____ State of Texas

RETURN TO:

September Sound Maintenance Fund, Inc.

