FIRST AMENDED DEED RESTRICTION

STATE OF TEXAS I

COUNTY OF POLK I

WHEREAS, the undersigned DON E. WARFIELD, and C.L. CONNER, CO-TRUSTEES, hereinafter called "Developer", is the record owner of at lease 66-2/3% of all the lots, tracts and parcels of land shown on that certain map or plat of a subdivision known and designated as Twin Harbors, a subdivision in Polk County, Texas, according to the map or plat of such subdivision filed for record in the Office of the County Clerk of Polk County, Texas, reference to which maps or plats being hereby made for all purposes; and,

That, on or about November 11, 1976, Uniform Deed Restrictions were filed with the Office of the County Clerk of Polk County, Texas, and recorded under County Clerk's File No. 6251, said restrictions being for the purposes therein stated; and,

That pursuant to said restrictions, Developer being the record owner of at least 66-2/3% of all the lots in said Twin Harbors "on Lake Livingston", Subdivision, and for the purpose of further insuring the continued uniform development of said subdivision has caused these first Amended Deed Restrictions to be filed, which shall supersede the previous restrictions effective as of the recordation of same.

NOW, THEREFORE, WE, DON E. WARFIELD, AND C.L. CONNER, CO-TRUSTEES, do hereby rededicate said property in accordance with the dedication appearing on said maps, and agree that the land shown to be subdivided into numbered lots according to said maps is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth, for the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision as a restricted residential subdivision, the following restrictions upon the use of said property and hereby established and adopted and shall be made a part, by appropriate reference to this instrument, of each and every contract for deed, by the Developer covering the numbered lots set forth on said plats, and same shall be considered a part of each such contract or deed as though fully incorporated therein. The said restrictions hereinafter set forth shall be and are hereby imposed upon each numbered lot in said subdivision and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heris, executors, administrators, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of executing a contract, deed of other instrument covering said property, shall be subject to and bound by such restrictions, covenants and conditions which are to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until July 1st, 2027, A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to wit:

RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision an easement over all streets for the purpose of installing, using, and repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which

in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

2. Owners reserve unto themselves, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnich or supply this subdivision with water and waste water disposal.

3. There is reserved unto Owners, their heirs, administrators and assigns, and unto the owners of residential tracts and mobil home sites in said subdivision all areas designated as "Community Center" and "Boat Ramp" on the plat of said subdivision and/or on all preceding or future plats of sections of this subdivision as community ownership for swimming, tennis and other community type activities. The swimming pool, tennis court and boat ramp areas shall be under supervision of the Architectural Committee of the hereinafter constituted Property Owners Association, which said Committee for purposes or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the Community Center and Boat Ramp areas and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in this subdivision.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Sections II thru V TWIN HARBORS, "on Lake Livingston" Subdivision, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, adminstrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except the Community Center, Boat Ramp and Reserve areas which shall not be in any manner restriced hereby unless specifically referred to.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, 2027, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of the, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heris, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held on good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of exterior design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of C.L. Conner, C.G. Conner and Robert B. Higgs, or by representatives designated by a majority of the members of said Committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and in the event said committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. The Architectural Committee shall have the same authority over the Community Center area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the Trinity River Authority of Texas, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore and each owners pro-rate share of the cost of installation of all sewer lines within the subdivision at their expense, and from and after the time such sewage disposal service becomes available to the subdivision, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

7. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge effluent from a sewage treatment plant serving this subdivision.

8. No tract other than the areas marked "Community Center" and "Boat Ramp" and "Reserve" shown on the plat of said subdivision filed for record, shall be used except for the residential purposes save and except those lots designated as "Commercial" as in paragraph 13 herein below mentioned. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and private garage for not more than three cars.

9. All residences shall be located not closer than 20' from the front line of each lot and to front on the street on which such tract faces except lakefront tracts. No residence shall be located nearer than five (5) feet to any side lot line.

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

11. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.

12. No structure of a temporary character, trailor, mobile house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract any time as a residence.

13. No residential structure shall be placed on lots in Section 2, Block 2, Section 3, Block 2, Section 4, Block 2, or Section 4, Block 2 with less than 1200 square feet of living area. On all other lots within Section 2, 3, 4 and 5; residences shall atleast 1,000 square feet EXCEPT Lot 185, Block 1, Section 2; Lot 34, Block 1, Section 4; and Lot 22, Block 1, Section 5, on which residences shall contain atleast 600 square feet of living area, and except Section 2, Block 1, Lots 1-12, 56-77, 96-109, 80-83 and Block 1, Section 3, Lots 1-12, on which residences shall contain atleast 700 square feet of living area.

Lots 30, 31, 32, 33, Block 1, Section 3, are hereby designated as "Commercial" and the purchasers of which may operate such retail or other commercial establishments as may be in harmony with the subdivision and provided approval of such operation is first obtained by the Architectural Control Committee.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

15. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.

16. No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. No fence, wall, hedge or detached improvement shall be erected, grown or maintained on any part of any tract forward of the front building line, except lakefront tracts.

18. Outside construction of all residences shall be completed within four (4) months from date of beginning construction unless such period is extended in writing by Architectural Committee.

19. No building with an unfinished wood exterior except redwood and cedar, shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.

20 No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed excavated until plans and specifications shall be approved in writing by the Architectural Committee. All such structures shall be so situated as to not unreasonably interfere with the views of another lot.

21. No boats or trailers may be parked in front of the front building line of any tract.

22. All lot purchasers, excluding developer, shall pay to and become liable to the Property Owners Association for the sum of $60 per year per lot purchased, for the purpose of created the Twin Harbors, "on Lake Livingston" Maintenance Fund. The aforementioned payment, (hereinafter called "Maintenance Fund") shall be due and payable to the Maintenance Fund in installments of $5.00 per month beginning the month after the lot purchaser executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of the General Warranty Deed. The Maintenance Fee shall constitute a "Lien" upon each lot, and the Property Owners Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created hereby shall be used for the purpose of providing street signs and Maintenance of streets, recreational facilities and all common areas designated as such on the aforementioned plat, security guards and other other things necessary or desirable in the opinion of the Architectural Control Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of lots shall be subject to the Maintenance Fee and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that developer shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. The Maintenace Fee may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above $10.00 per month unless agreed to by a majority to the lot owners.

23. Each lot owner agrees to keep his lot(s) mowed and free of rubbish at all times. Should a lot owner, after five (5) days written notice from the Property Owner's Association, fail to mow and clean his lot, the Property Owner's Association shall cause the Lot(s) to be mowed and/or cleaned and assess the cost therefore to the lot owner. Failure of the lot owner to promptly reimburse the Property Owner's Association shall authorize the Association to pursue the same remedies as set forth in paragraph 22 hereinabove for failure to pay the Maintenance Fee.

24. Lot owners shall be permitted to utilize campers, motor homes and similar facilities for the purpose of enjoyment of their lots on a temporary basis, i.e. week-ends or over-night camping only provided however, that no such facility shall be left unattended for more than twenty-for (24) hours. At the expiration of such temporary period, all facilities shall be removed from the lot. Nothing contianed herein shall be construed to authorize such faiclity as permanent residence.

Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed at Houston, Texas, on this the 17th day of August, 1978.

Don E. Warfield, Co-Trustee
By: C.L. Conner, Attorney in Fact.

C.L. Conner, Co-Trustee

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared C.L. Conner, known to me to be the person whose name is subscribed to the foregoing instrument as the attorney in fact of Don E. Warfield, and acknowledged to me that he subscribed the name of Don E. Warfield thereto as principal and his own name as attorney in fact, and executed such instruments for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office this 17th day of August 1978.

My commission expires:

_____

Notary Public in and for Harris County, Texas

ROBERT B. HIGGS
Notary Public in and for Harris County, Texas
My Commission Expires June 24, 1979
Bonded by Alexander Lovett, Lawyers Surety Corp.

STATE OF TEXAS I

COUNTY OF HARRIS I

Before me the undersigned authority, on this day personally appeared C.L. Conner, Co-Trustee known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as is free act and deed for the purposes and consideration therein expressed, as in the capacity therein stated.

Given under my hand and seal of office this 17th day of August 1978.

My commission expires:

_____

Notary Public in and for Harris County, Texas

ROBERT B. HIGGS
Notary Public in and for Harris County, Texas
My Commission Expires June 24, 1979
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 24th day of August 1978 at 9:30 o'clock A M. and was this day duly recorded at 12:55 o'clock P M., in Vol. 349 Pages 850 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 29th day of August 1978.

COUNTY COURT OF POLK COUNTY, TEXAS

ALINE STEPHENSON
Clerk, County Court, Polk County, Texas

By June Grimes Deputy

JUNE GRIMES
DEPUTY