

16435

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SADDLE CLUB LAKE ADDITION

The undersigned, being the owners and proprietors of the property which in the aggregate comprises the tract of land described by metes and bounds in Exhibit "A" hereto and made a part hereof (hereinafter referred to as "Saddle Club Lake Addition"), hereby make the following declarations as to limitations, restrictions and uses to which the said Saddle Club Lake Addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land comprising the Saddle Club Lake Addition as provided by law, and shall be binding upon the undersigned and all persons claiming under them, and for the benefit of and limitations upon all future owners and other parties or persons claiming any interest therein, this declaration being for the purpose of improving, developing and restricting the said property as hereinafter specified. These declarations replace and supercede that certain Declaration of Covenants and Restrictions for Saddle Club Lake Addition dated December 31, 1981, recorded in Vol. 666, Page 671 of the Deed Records of Midland County, Texas.

ARTICLE I

DEFINITIONS

1. Association shall mean and refer to a non-profit incorporated association of members of all Lot (Home) Owners within the Subdivision embraced by this declaration, the main purpose of which is to maintain and provide common community facilities and services respecting Common Areas and Private Streets for the common use and enjoyment of all Lot (Home) Owners and residents therein. Membership in said association shall be automatic for each and every Lot (Home) Owner therein.
2. Member shall mean and refer to each and every Lot Owner of record in Saddle Club Lake Addition.
3. Lot Owner (Home Owner) shall mean and refer to the record owner, whether one or more persons, firms or corporations, of the fee simple title to the surface of any Lot within the Subdivision, but notwithstanding

any application of the theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other lawful proceeding in lieu of foreclosure. Homeowner shall mean the same as Lot Owner for purposes of this declaration.

4. Lot(s) shall mean and refer to any numbered tract or parcel of lands, embraced by the recorded plat of this Subdivision upon which approved residential buildings and appurtenances may be built. The term "Lot" shall not include those parcels and tracts of land designated by letter on the plat or otherwise as Common Areas and Private Streets. Where multiple Lots are owned by one person or entity (excluding Developer, but including a trustee, nominee or legal representative), the collective Lots will constitute one Lot for purposes of membership in the Association and assessments unless and until there is more than one habitable principal residence on such collective Lots, in which case, each such residence shall constitute a "Lot" for membership and assessment purposes.

5. Subdivision shall mean and refer to all land embraced by the duly recorded Plat of the properties subject to this declaration, which Plat is recorded in Cabinet F, Page 14 of the Plat Records of Midland County, Texas, which Plat replaces and supercedes that certain plat recorded in Cabinet C, Page 64 of the Plat Records of Midland County, Texas.

6. Plat shall mean and refer to the duly recorded plat or replat of the Subdivision embraced by this Declaration as filed in the Plat Records of Midland County, Texas, and showing the Lots, Common Areas, Private Streets and other features relevant thereto.

7. Developer shall mean and refer to "Magnatex Corporation", a Delaware corporation, of Midland County, Texas and its successors and/or assigns, being the entity responsible for the platting and general initial development of the Subdivision.

8. Building Committee shall mean and refer to a committee of persons appointed by the Board of Directors of the Association from among the Members of the Board of Directors of the Association, which committee shall have the authority to approve or disapprove any development or redevelopment within the Subdivision.

9. Common Area shall mean and refer to those areas of land so designated and embraced by the Plat of the Subdivision.

10. Private Streets shall mean and refer to the streets designated as such on the Recorded Plat of the Subdivision which afford vehicular and pedestrian access and circulation to Lots, Common Areas and the entrance to the Subdivision.

11. Approved shall mean and refer to official favorable action taken by the Association or its duly appointed representatives or Building Committee, on matters within their purview of authority to act and decide.

12. Easements shall mean and refer to the easements designated as such on the recorded Plat of the Subdivision and intended to be devoted to use by Lot Owners, for vehicular and pedestrian access, drainage of surface water, fire lane and other emergency vehicular access and for ingress, egress, installation, replacement, repair and maintenance of all underground utility and service lines and systems.

## ARTICLE II

### ASSOCIATION

#### CREATION, MEMBERSHIP AND RIGHTS OF MEMBERS

1. Formation of a Homeowners Association - The Developer shall create a non-profit corporation (Association) under the Laws of the State of Texas which shall have the power and obligation of perpetually managing and maintaining, repairing, replacing and insuring the Common Areas, facilities and easements within this Subdivision. The Association shall collect assessments and make disbursements of proceeds and shall take appropriate disciplinary action concerning delinquent accounts. The Association shall be known as the Saddle Club Lake Addition Homeowners Association.

2. Membership - Each Lot (Home) Owner of record in the Subdivision shall automatically become a member of the Homeowners Association. Members (other than Developer) shall be entitled to one (1) vote for each Lot held in all matters required to be decided by vote of the members of the Association, including election of the Board of Directors of the Association; Developer shall be entitled to five (5) votes for each Lot held. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot other than Developer owned Lots.

3. Board of Directors - The affairs of the Association shall be managed by a Board of Directors.
4. Composition and Term of Board of Directors - The Board of Directors of the Association shall be composed of five (5) members of the Association and shall be elected for one (1) year terms by simple majority vote of all votes eligible to be cast by Members of the Association (it being understood that Developer shall be entitled to cast five (5) votes for each Lot owned in all matters to be voted upon by the Members), such election to be held and conducted in accordance with the Bylaws of the Association. At the annual meeting of Members and any special meeting, the attendance of not less than one-half of the Members in person or by proxy shall be required to constitute a quorum for the election of Directors. Directors shall meet at least once during any three calendar month time period. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

ARTICLE III

PERMITTED AND PROHIBITED USES - LOTS

1. Lot Usage - From and after the date of recordation of these Amended Restrictions and Covenants in the records of Midland County, Texas, Lots may be used only for Approved single family residential buildings, attached or detached servants' or guest quarters, vehicle garages, accessory buildings, landscaped areas, outdoor private recreational uses in conjunction with residence buildings and other related accessory uses and structures incidental to residential development. No Buildings on a Lot shall be more than two and one-half stories in height.
2. Landscaping - Every part of any Lot not covered by Buildings, appurtenances and accessory uses shall be landscaped with one or more of the following, unless otherwise approved: grass, trees, shrubs, ground cover plants and flowers, paved walks and entrance paths.
3. Garages - Garages shall be for the use only of the occupants of the residence to which they are appurtenant, and must be attached to said residence. Garages shall afford a minimum of two (2) enclosed and paved off-street parking spaces.
4. Construction - Once construction of any Building is begun, work thereon must be prosecuted diligently and must be completed within a reasonable

time. No Building shall be occupied during construction. Further, no garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on a Lot, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction. Construction debris and salvage shall not be allowed to accumulate on any Lot for a period in excess of one (1) week.

5. Animals, Birds or Fowl - No animals, birds or fowl shall be kept or maintained on any part of the property, except dogs, cats, pet birds, rabbits and other household pets, which may be kept thereon in reasonable numbers as domestic pets for the pleasure and use of the occupants, but not for any commercial use or purpose. The keeping of any such pets shall not cause a nuisance or create offensive odors or excessive noise.
6. Clotheslines or Drying Yards - Clotheslines or drying yards shall be screened from view.
7. Garbage Receptacles - Garbage receptacles shall be in complete conformity with local public health sanitary rules and regulations and any other such regulations as may hereafter be promulgated by the Association or the City of Midland. No garbage incinerators shall be permitted.
8. Trucks, Buses, Trailers, Boats, Mobile Homes or Habitable Motor Vehicles - No truck over one ton, or bus, trailer, boat, mobile home or habitable motor vehicle of any nature shall be kept on or stored on any part of the properties or Lot except within an enclosed garage or screened area of a side or rear portion of the Lot which shall not be visible from a Private Street. Vehicles providing temporary service or construction activity support are exempt from this provision.
9. Weeds, Underbrush and Unsightly Growth - No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the sold Lots, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.
10. Changes in Elevation - No substantial changes in the elevation of the land shall be made on any Lot unless approved by the Building Committee.
11. Outside Antennas or Towers - No outside antennas or towers may be constructed or placed upon any Lot or Common Area without first being Approved by the Building Committee.

12. Noxious or Offensive Activities - No noxious or offensive activity or use shall be conducted on any Lot or Common Area that constitutes a nuisance to other Lot Owners and residents in the Subdivision.

13. Exterior Storage of Materials - No Lot or Common Area shall be used for the exterior storage of any materials, except that required for landscaping or the construction of approved buildings, structures and appurtenances, for which said materials shall be used or removed within a reasonable length of time after being placed on the Lot or premises.

14. Signs, Advertisements, Billboards and Advertising Structures - No sign, advertisement, billboard or advertising structure of any kind, with the exception of a real estate for sale sign, shall be placed on any Lot or Common Area without first being approved by the Building Committee.

15. Business Activities - No wholesale, retail or service business activity to which the general public is invited shall be conducted on any Lot, and no sign advertising a home occupation activity shall be placed on any Building, Lot or Common Area.

16. Resubdivision - No Lots may be resubdivided into separate building sites unless approved by the Building Committee, and in compliance with all provisions of the City Code of Midland, Texas.

ARTICLE IV

COMMON AREAS AND PRIVATE STREETS:  
OWNERSHIP, PURPOSE, INTENT  
AND USE: PERPETUAL MAINTENANCE

1. Ownership

A. Designated Common Areas - All tracts of land designated as "Common Areas" on the ~~lot~~ plat of the Subdivision, together with all water wells, water lines and security equipment on these "Common Areas", shall be owned by the Association for the benefit of all the Lot Owners within the Subdivision.

B. Private Streets - The Private Streets shown on the recorded plat of the Subdivision shall be owned by the Association for the benefit of all Lot Owners within the Subdivision, for vehicular and pedestrian circulation within the Subdivision, access to Lots and Common Areas, and ingress and egress to the public street system. They are further granted as easements to Developer, and the City of Midland, Texas for emergency fire and public safety access, public utilities, public sanitation refuse pick-up and their related service access.

2. Purpose, Intent and Use

Designated Common Areas - The Common Areas designated on the Plat of the Subdivision are reserved for the common private use, enjoyment and mutual benefit of all the Lot Owners, residents, their guests and invitees, for park, recreation and open space uses including, but not limited to, landscaped areas, lighting, signs relevant to the Subdivision and the development thereof, screening and fencing elements, recreation and picnic facilities and other uses of a similar nature and character. Buildings shall not be constructed or located in these areas, except for entryway equipment.

B. Private Streets - The Association shall establish and enforce uniform traffic control policies, including speed limits, applicable to the Private Streets within the Subdivision and shall operate and maintain such traffic control devices as are deemed necessary in connection therewith.

C. Maintenance of Areas of Abutting Public Thoroughfares - The Association shall, during the term covered by this Declaration, maintain: (i) that area which extends from the northernmost boundary line of the Subdivision as set forth on the Plat of the Subdivision to the curb of Mockingbird Lane, and (ii) that area which extends from the easternmost boundary line of the Subdivision as set forth on the Plat of the Subdivision to the curb of "A" Street, in the same condition, respectively, as it shall maintain the Common Areas.

D. Dedication or Transfer of Fee Title of Common Areas or Private Streets and Alleys - A dedication or transfer of fee title to Common Areas or Private Streets to any public agency, authority or utility or any other party shall not be made unless and until the dedication and transfer and the purpose, location and conditions thereof have been agreed to in an instrument in writing entered into between the parties involved and approved by the City of Midland and by the vote of not less than two-thirds of all votes eligible to be cast by Members of the Association (it being understood that the Developer shall be entitled to cast five (5) votes for each Lot owned in all matters to be voted upon by the Members), and said instrument has been duly recorded. Developer hereby covenants for itself, its successors and assigns, that it shall convey title to the Common Areas and Private Streets

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to the Association without requirement of consideration of such conveyance, and free and clear of all liens and encumbrances on or before ninety (90) days after the date on which these Amended Covenants and Restrictions are recorded in the public records of Midland County, Texas.

- E. All Private Utilities serving the Subdivision which are owned by Developer, being specifically all water wells and underground water supply mains for the irrigation system with appurtenances and electrical apparatus in conjunction therewith, are hereby protected by a "blanket" private utility easement fifteen feet (15') in width centered over said utility system and appurtenances but limited, however, to the confines of the Common Area, which is hereby granted to Developer. Developer shall have access at all times to and over said easements for the purpose of maintaining, improving and/or replacing the system as may be required from time to time. Distribution lines, sprinkler heads and like appurtenances connecting to Developer-owner water supply irrigation mains shall be owned and maintained by the Association.

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ARTICLE V

ASSESSMENT FOR THE MAINTENANCE & IMPROVEMENTS OF COMMON AREAS & PRIVATE STREETS & OTHER SERVICES

- 1. Creation of the Lien and Personal Obligation of Assessments - The Developer for each Lot owned by it within the Subdivision hereby covenants and each Lot Owner of any Lot by acceptance of a deed therefor, whether or not said deed specifically makes reference to assessments, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for maintenance and upkeep of Common Areas and Private Streets within the Subdivision; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall be the personal obligation of the person who was the Lot Owner of such property at the time when the assessment fell due.

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2. Purpose of Assessments - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvements and maintenance of Common Areas and Private Streets and related facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon and maintenance, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.
3. Basis of Annual Assessments - The Board of Directors of the Association, after consideration of current and projected maintenance costs and future needs of the Association, shall fix the annual assessment for each year.
4. Special Assessment for Capital Improvements - In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area or Private Streets, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of the vote of not less than two-thirds (2/3) of the entitled votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
5. Capital Funds - As part of the annual assessment review process, the Board of Directors shall establish and provide for an adequate capital reserve fund to cover unforeseen costs and expenditures relative to possible repairs, replacements, modifications or improvements to capital items such as, but not limited to, Private Streets; street lights, wires, cables, etc.; cable TV lines, irrigation sprinkler lines, sprinkler heads and distribution system (including the water wells and main lines appurtenances owned by the Association); extra landscape expenditures such as trees, shrubs, etc.; and other items of a similar nature and character.
6. Assessments or Charges Made to Lot Owners - Any assessment pursuant to this Article V or charges made to Lot Owners, as provided herein, shall be paid promptly when same becomes due, and any failure to pay same within thirty (30) days from due date shall constitute a lien upon the total premises owned by the delinquent party and may be enforced in equity as in the case of any lien foreclosure.

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ARTICLE VI

SETBACKS AND BUILDING LINES

All Setbacks and Building Lines - All setbacks and building lines other than those shown on the latest plat of this Subdivision must be Approved by the Building Committee as well as be in compliance with provisions of the City Code of Midland, Texas, which apply to the Subdivision.

2. Swimming Pools - Swimming pools shall not be nearer than five (5) feet to any Lot line and coping shall not project more than two (2) feet above established grade without written Approval of the Building Committee and must be in compliance with provisions of the City Code concerning swimming pools.

3. Walls, Fences and Hedges - Walls, fences and hedges may be erected or grown along property lines no higher than four (4) feet, from the street to the front building line, nor higher than seven (7) feet from the front building line to the rear property line and be in conformance with all requirements specified in the City Code of Midland, Texas.

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ARTICLE VII

BUILDING COMMITTEE  
COMPOSITION AND DUTIES

1. Building Committee - The Building Committee shall be appointed by the Board of Directors of the Association from among the Members of the Board of Directors of the Association and shall consist of not more than four (4) persons.

2. Building Committee Approval - Building Committee approval must be obtained prior to any initial or subsequent development or redevelopment, exterior modification or enlargement of any main or accessory buildings, garages, structures, or any new or relocated exterior fence, wall, swimming pool, tennis court or other outdoor recreational facility including lighting therefor. Two (2) complete sets of plans, specifications and plot plans of the proposed improvements must first be submitted to the Building Committee for review and approval or disapproval before any such construction or placement activity thereof is begun.

3. General Construction Guidelines - The Building Committee shall be charged with the responsibility of approval or disapproval of all building plans for Saddle Club Lake Addition. A general construction theme will be

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followed throughout the Subdivision. Items to be considered in the approval process by the Building Committee include, but are not limited to:

- A. Adherence to all legal requirements of the Subdivision (setback lines, City of Midland zoning ordinances, covenants and restrictions, etc.)
- B. Use of approved building materials.
- C. Incorporation of the general construction theme into your architectural design.
- D. Elevation changes.
- E. Total square feet.
- F. Effect of site plan on the Subdivision.

ARTICLE VIII

DURATION OF COVENANTS, RESTRICTIONS  
RESERVATIONS AND SERVITUDES

Duration of Covenants and Restrictions - The covenants and restrictions of this declaration shall run with and bind the land subject thereto, and shall inure to the benefit of and be enforced by the Association on any Lot Owner of land subject to this declaration and their heirs, successors and assigns, and continue in full force and effect from the date this declaration is recorded until December 31, 2005, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded Lot Owners agrees to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded on or in advance of the effective date of such change.

- 2. Changes of Amendments Prior to the Initial Expiration Date - The then recorded Lot Owners of the Subdivision may, at any time prior to the initial expiration date of the covenants and restrictions referenced in Paragraph 1 of this Article, agree to change in whole or in part these covenants and restrictions. To effect such changes or amendments, an instrument shall be signed by the holders of not less than two-thirds (2/3) of the votes eligible to be cast by Members of the Association agreeing to any such changes or amendments; provided, however, any

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amendment hereto which amends any restriction or covenant other than as contained in Articles III, VII and Paragraphs 1 - 3 of Article VI hereof shall not be effective unless approved by the appropriate governmental regulatory body of the City of Midland, Texas, in the manner provided by the ordinances, rules and regulations of the City of Midland, Texas for approval of Subdivision plats. Any amendment hereto must be recorded in advance in the same manner this document is recorded to afford appropriate public notice of such amendment.

3. Restrictions Declared Invalid - In the event any restriction herein set forth shall be declared invalid, the remaining restrictions shall nevertheless continue in full force and effect.

4. Enforcement of Restrictions - If any person acquiring land or any interest therein in the Subdivision shall violate or attempt to violate any of the restrictions herein set forth during the period in which these restrictions are in force and effect, it shall be lawful for Developer or the owner of any Lot subject to these covenants, or any interest therein in said Subdivision to prosecute proceedings in law or equity against any person or persons so violating or attempting to violate such restrictions, either to prevent such violation or such violator from so doing or to recover damages by reason of such violation, and against the land to enforce any lien created by these covenants; and failure by the Association or any Lot Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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ARTICLE IX

PROPERTY SUBJECT TO THIS DECLARATION

1. Existing Property - All of the Lots, Common Areas, Access Easements and Private Streets and Alley Easements shown on the recorded Plat of Subdivision shall be held, transferred, sold, conveyed, retained and occupied subject to the covenants, restrictions, easements, charges and liens set forth in these declarations.

2. Additions to Existing Property - Additional Lots or land may become subject to these declarations at any time a new or supplemental plat of the Subdivision or any installment thereof showing such additional Lots or lands is filed of record by Developer and designated by a declaration

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WITNESS THE EXECUTION hereof as of the dates of acknowledgment by each of the parties hereto.

ATTEST:  
Yvonne Scarbrough  
Yvonne Scarbrough, Secretary

MAGNATEX CORPORATION

✓ By: Michael G. Cook  
Michael G. Cook, President

✓ Glen J. Ellis

✓ Lois Germaine Williamson

✓ Loye C. Loyd

✓ Melissa Ann Pevehouse

✓ George R. Locker  
George R. Locker

✓ Charles G. Grimes

✓ Karen A. Grimes

✓ James M. Coalter

✓ Nancy V. Coalter

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Lois Geraldine Williamson

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THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL G. COOK, President of MAGNATEX CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_

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THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared GLEN J. ELLIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup> day of \_\_\_\_\_, 1987.

My Commission Expires 8/23/88

Patty Rose  
Notary Public in and for the State of Texas  
Printed Name: Patty Rose

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared LOIS GERALDINE WILLIAMSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared LOYE C. LOYD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared MELISSA ANN PEVEHOUSE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE R. LOCKER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES G. GRIMES AND WIFE, KAREN A. GRIMES, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

THE STATE OF FLORIDA §  
COUNTY OF ORANGE §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES M. COALTER AND WIFE, NANCY V. COALTER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of July, 1987.

My Commission Expires  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DATE 1-1-2000  
BONDED THRU GENERAL INS. UND.

Betty A. Filer  
Notary Public in and for the State of FLORIDA  
Printed Name: BETTY A. FLILER

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS  
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared  
MICHAEL E. COOK, President of MAGNATEX CORPORATION, a Delaware  
corporation, known to me to be the person and officer whose name is subscribed  
to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and consideration therein expressed, in the capacity therein  
stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
GLEN J. ELLIS, known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
LOIS GERALDINE WILLIAMSON, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that she  
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

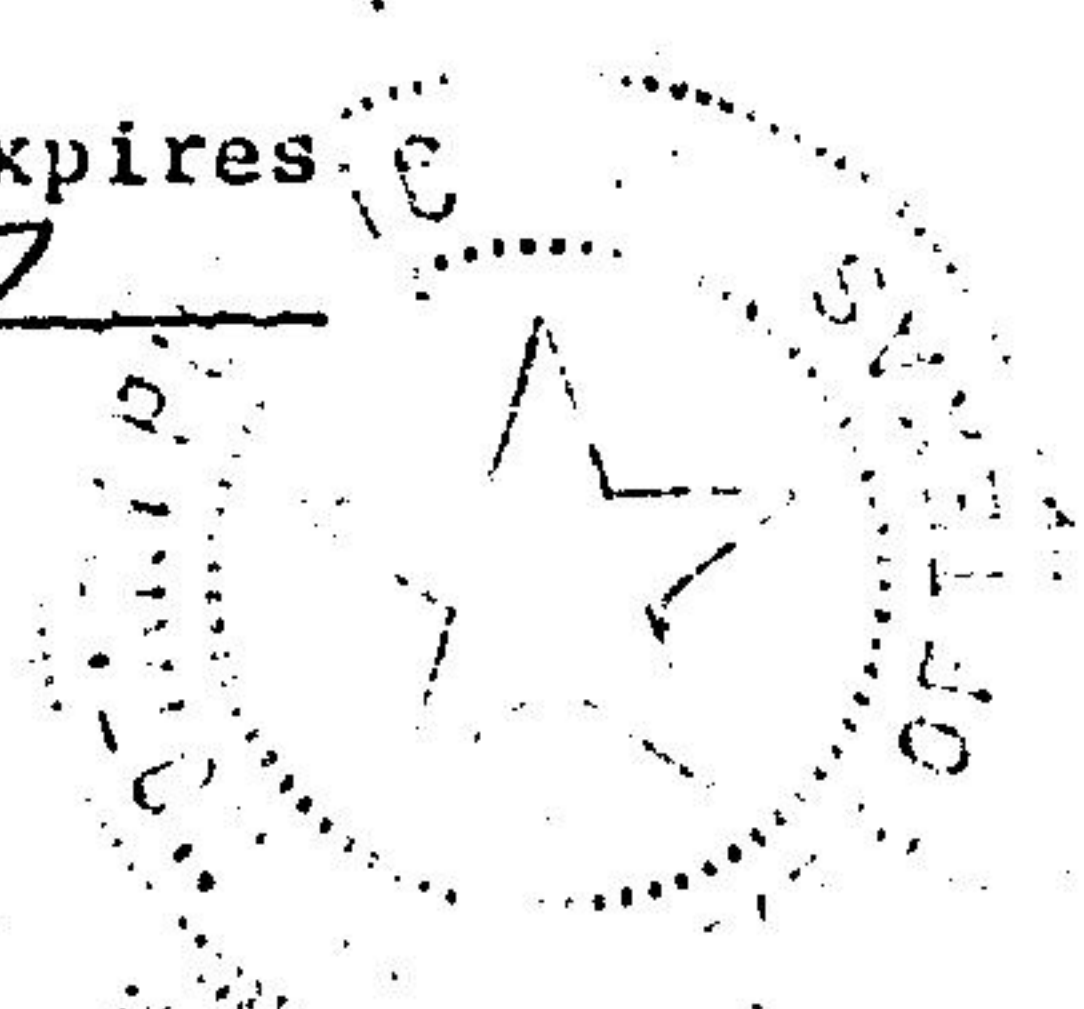
THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
W. C. LOYD, known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st. day of July,  
1987.

My Commission Expires  
3/20/87

Howard Suttle  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: HOWARD SUTTLE



Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
MELISSA ANN PENNHOUSE, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that she  
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July,  
1987.

My Commission Expires  
7/30/90

Christi L. Booker  
Notary Public in and for the  
State of Texas  
Printed Name: Christi L. Booker

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
GEORGE R. LOCKER, known to me to be the person whose name is subscribed to  
the foregoing instrument, and acknowledged to me that he executed the same for  
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
CHARLES G. GRIMES AND WIFE, KAREN A. GRIMES, known to me to be the persons  
whose names are subscribed to the foregoing instrument, and acknowledged to me  
that they executed the same for the purposes and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared  
JAMES COALTER AND WIFE, NANCY V. COALTER, known to me to be the persons  
whose names are subscribed to the foregoing instrument, and acknowledged to me  
that they executed the same for the purposes and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared  
MELISSA ANN PEVEHOUSE, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that she  
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
GEORGE R. LOCKER, known to me to be the person whose name is subscribed to  
the foregoing instrument, and acknowledged to me that he executed the same for  
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25<sup>th</sup> day of June,  
1987.

My Commission Expires  
31-89

Yvonne Scarborough  
Notary Public in and for the  
State of Texas  
Printed Name: YVONNE SCARBROUGH

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
CHARLES G. GRIMES AND WIFE, KAREN A. GRIMES, known to me to be the persons  
whose names are subscribed to the foregoing instrument, and acknowledged to me  
that they executed the same for the purposes and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared  
JAMES M. COALTER AND WIFE, NANCY V. COALTER, known to me to be the persons  
whose names are subscribed to the foregoing instrument, and acknowledged to me  
that they executed the same for the purposes and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the  
State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
MICHAEL G. COOK, President of MAGNATEX CORPORATION, a Delaware  
corporation, known to me to be the person and officer whose name is subscribed  
to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and consideration therein expressed in the capacity therein  
stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of June,  
1987.

My Commission Expires  
May 14, 1989

Beverley Fields  
Notary Public in and for the  
State of Texas  
Printed Name: Beverley Fields

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
GLEN J. ELLIS, known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
LOIS GERALDINE WILLIAMSON, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that she  
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
LOYE C. LOYD, known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires  
\_\_\_\_\_

Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
MAEL G. COOK, President of MAGNATEX CORPORATION, a Delaware  
corporation, known to me to be the person and officer whose name is subscribed  
to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and consideration therein expressed, in the capacity therein  
stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
GLEN J. ELLIS, known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
LOIS GERALDINE WILLIAMSON, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that she  
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14<sup>th</sup> day of July,  
1987.

My Commission Expires  
7/31/89

Dee Ann Carlisle  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: Dee Ann Carlisle

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
LOYE C. LOYD, known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
MELISSA ANN PEVENHOUSE, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that he  
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
GEORGE R. LOCKER, known to me to be the person whose name is subscribed to  
the foregoing instrument, and acknowledged to me that he executed the same for  
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the  
State of Texas  
Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared  
CHARLES G. GRIMES AND WIFE, KAREN A. GRIMES, known to me to be the persons  
whose names are subscribed to the foregoing instrument, and acknowledged to me  
that they executed the same for the purposes and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of June,  
1987.

My Commission Expires  
2-20-87

Stella S. May  
Notary Public in and for the  
State of Texas  
Printed Name: Stella S. May

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared  
JAMES M. COALTER AND WIFE, NANCY V. COALTER, known to me to be the persons  
whose names are subscribed to the foregoing instrument, and acknowledged to me  
that they executed the same for the purposes and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_,  
1987.

My Commission Expires \_\_\_\_\_

Notary Public in and for the  
State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

PLANNING AND ZONING COMMISSION  
OF THE CITY OF MIDLAND

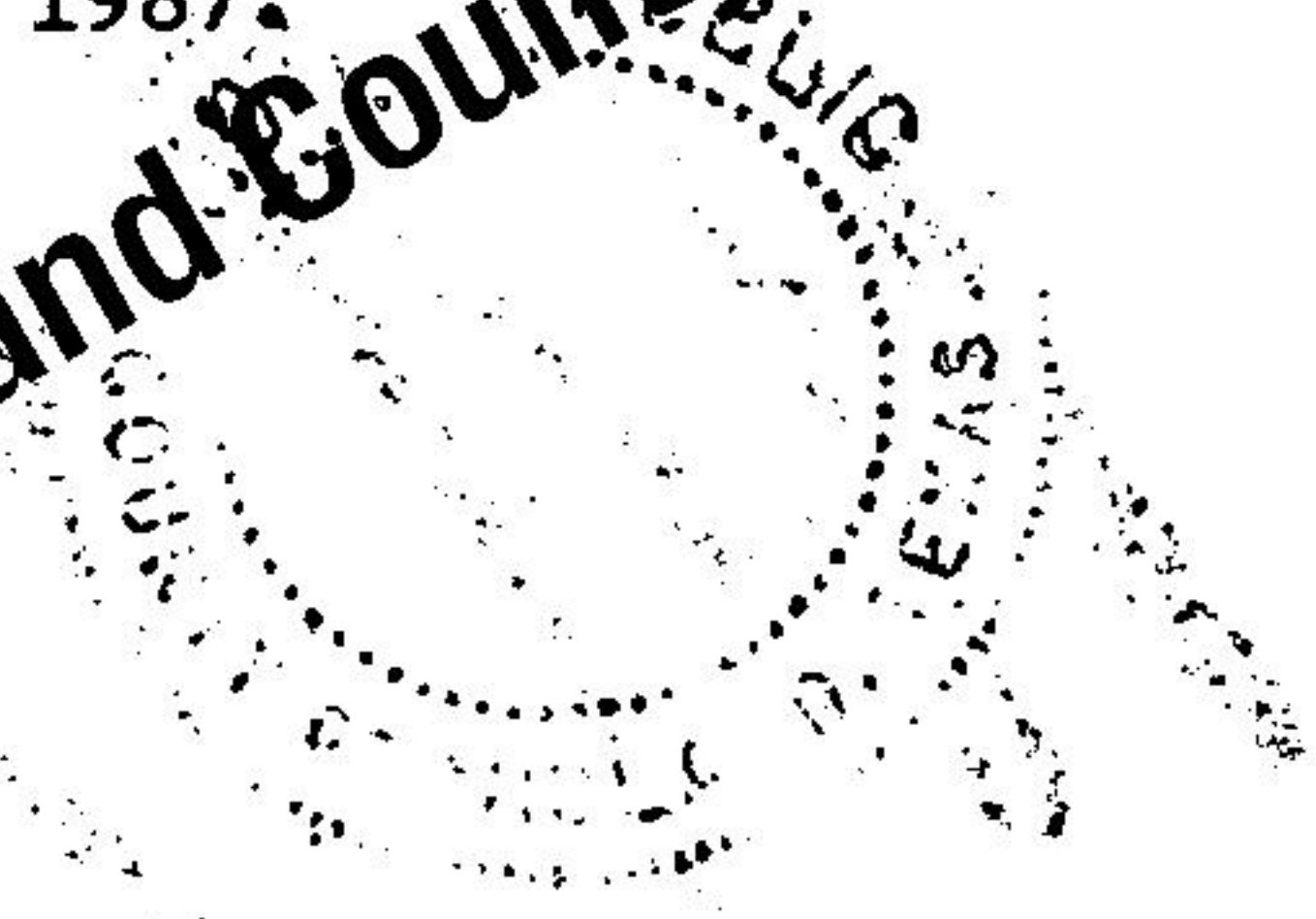
By Jack Cartwright  
Jack Cartwright, Chairman

By his signature above, Jack Cartwright, Chairman of the Planning and Zoning Commission of the City of Midland, indicates that said commission has reviewed and approved the amended Declaration of Covenants and Restrictions for Saddle Club Lake Addition.

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

Before me, the undersigned authority, on this day personally appeared JACK CARTWRIGHT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 3rd day of August 1987.



Cynthia K. Moats  
Notary Public in and for Midland  
County, Texas  
Printed Name Cynthia K. Moats

My Commission Expires  
1-9-89

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

\*\*\*\*\*

Filed for Record on the 12 day of August A.D. 19 87, at 10:10 clock A M.  
Duly Recorded this the 12 day of August A.D. 19 87, at 10:10 clock A M.

INSTRUMENT NO. 135

ROSENELLE CHERRY, COUNTY CLERK  
MIDLAND COUNTY, TEXAS  
By Rosenelle Cherry Deputy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy