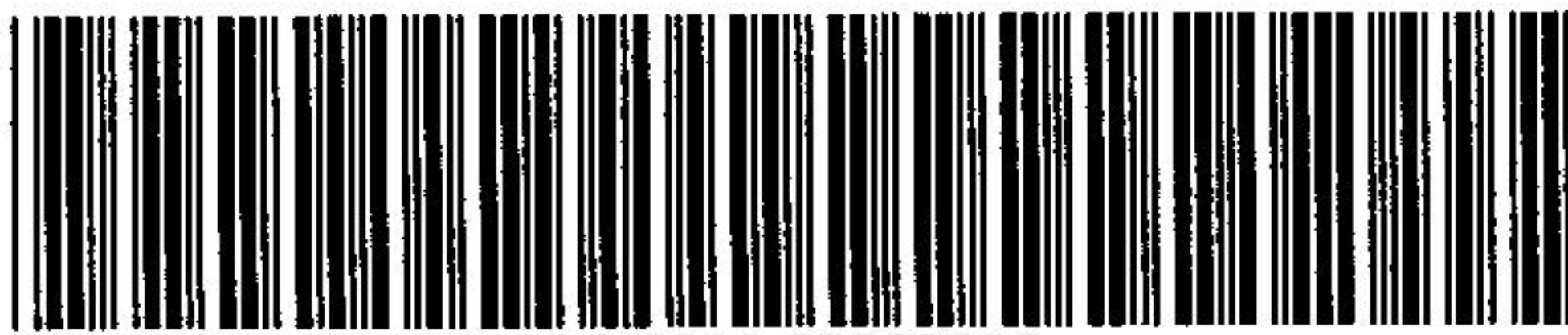


Midland County
Cheryl Becker
County Clerk
Midland, Texas 79702



70 2012 00000238

Instrument Number: 2012-238

As

Recorded On: January 06, 2012

Recording after Aug 2005

Billable Pages: 55

Number of Pages: 56

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(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording after Aug 2005	232.00
Total Recording:	232.00

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-238
Receipt Number: 358106
Recorded Date/Time: January 06, 2012 08:22:53A
User / Station: V Morris - Cash Station 8

Record and Return To:

SADDLE CLUB LAKES HOA
#26 LAKES DRIVE
MIDLAND TX 79705



State of Texas
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was
RECORDED in named RECORDS of Midland County, Texas as stamped hereon.

Cheryl Becker
County Clerk
Midland County, Texas

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SADDLE CLUB LAKES ADDITION

The undersigned, being the owners 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 Lakes Addition"), hereby make the following declarations of the Amended and Restated Declaration of Covenants and Restrictions ("Declaration"). These declarations shall constitute covenants to run with all of the land comprising the Saddle Club Lakes 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, these declarations being for the purpose of improving, developing and restricting the said property as hereinafter specified. These declarations replace and supersede that certain Amended Declaration of Covenants and Restrictions for Saddle Club Lakes Addition dated July 1, 1997, recorded in Vol. 815, Page 1 of the Deed Records of Midland County, Texas.

ARTICLE 1
DEFINITIONS

1. Association shall mean and refer to a non-profit incorporated association of members of all Lot Owners within the Subdivision embraced by this Declaration, the major purpose of which is to provide rules for the mutual enjoyment of the development by the residents and to maintain and provide common community facilities and services respecting Common Areas and Private Streets for the common use and enjoyment of all Lot Owners and residents therein. Membership in said association shall be automatic for each and every Lot Owner therein.

2. Member shall mean and refer to each and every Lot Owner of record in Saddle Club Lakes Addition.

3. Lot Owner shall mean and refer, to the record owner, whether one or a more persons, firms or corporations, of the fee simple title to the surface of any Lot within the Subdivision, but not withstanding any applicable the 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 land, embraced by the recorded plat of this Subdivision, filed in Cabinet F, Page 14, Plat Records of Midland County, Texas. 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.

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 supersedes 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 Cabinet F, Page 14, Plat Records of Midland County, Texas, and showing the Lots, Common Areas, Private Streets and other features relevant thereto.

7. Building Committee shall mean and refer to a committee of 3 persons appointed by the Board of Directors. One of the members shall be from the Board of Directors, which committee shall have the authority to approve or disapprove any structure development or

redevelopment, exterior modification or enlargement within the Subdivision. Upon approval of any structure development, redevelopment, exterior modification or enlargement, the Building committee shall notify all members of the redevelopment. A member may appeal the Building Committees decision to the Board of Directors for a final decision. If the Building Committee rejects a Members request for redevelopment, an affected Member may appeal said rejection to the Board of Directors for a final decision.

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

9. 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.

10. 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.

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. Homeowner's Association - The Saddle Club Lakes Homeowner's Association (the "Homeowner's Association"), a non-profit corporation, was created under the Laws of the State of Texas and has the power and obligation of perpetually managing and maintaining, repairing, replacing and insuring the Common Areas, facilities and easements within this Subdivision. The Homeowner's Association shall collect assessments and make disbursements of proceeds and shall take appropriate disciplinary action concerning delinquent accounts.

2. Membership - Each Lot Owner of record in the Subdivision will automatically become a member of the Homeowner's Association. Members shall be entitled to one (1) vote for each Lot owned in all matters required to be decided by vote of the Members of the Homeowner's Association, including election of the Board of Directors of the Homeowner's Association. 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.

3. Board of Directors - The affairs of the Homeowner's Association shall be managed by a Board of Directors.

4. Composition and Term of Board of Directors - The Board of Directors of the Homeowner's Association shall be composed of no more than seven (7) members of the Homeowner's Association and shall be elected for two (2) year terms by simple majority vote of all votes eligible to be cast by Members of the Homeowner's

Association, such election to be held and conducted in accordance with the Bylaws of the Association. At any meeting of the Homeowner's Association, fifty percent (50%) 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 each quarter during each year. Any vacancy occurring in the Board of Directors may be filled by a 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. A director may not serve more than two consecutive terms without going off of the board for at least two years.

ARTICLE III
PERMITTED AND PROHIBITED USES – LOTS

1. Lot Usage - Lots may be used only for single family residential buildings, attached or detached servants' quarters, temporary 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, groundcover plants and flowers, paved walks and entrance patios. Dead trees and shrubs shall be removed within a reasonable time. Any variance from the above landscaping plan must be submitted to the Building Committee as a modification under Section 8.02 of the Bylaws.

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. Facade - Each home owner shall be responsible for maintaining the facade of their residence and making any repairs relative thereto, where such repairs shall be made in a timely manner.

5. Construction - Once construction of any Building is begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes. Construction debris and salvage shall not be allowed to accumulate on any Lot.

6. 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. Each Lot Owner shall clean up after any such pet on a daily basis.

7. Clothesline or Drying Yards - Clotheslines or drying yards shall not be located on any Lot.

8. Garbage Receptacles - Garbage receptacles shall be in complete conformity with local public health sanitation codes and regulations and any other such regulations as may hereafter be promulgated by the Homeowner's Association or the City of Midland. No garbage incinerators shall be permitted. Each Lot owner must contract with a disposal

service for weekly trash removal. No garbage receptacle may be left for collection for more than twenty-four (24) hours prior to the scheduled collection date or twenty-four (24) hours after the actual collection date.

Trucks, Buses, Trailers, Boats, Mobile Homes or Habitable Motor Vehicles - No truck over one ton, 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. Habitable motor vehicles may be parked in a driveway for no more than forty-eight (48) consecutive hours.

10. 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. If not adhered to, the Board shall have the right to contract third parties to correct the situation and assess the costs associated therewith to the homeowner of the affected lot.

11. Changes in Elevation - No substantial changes in the elevation of the land shall be made on any Lot unless approved by the Building Committee.

12. Outside Antennas, Towers and Satellite Dishes - No outside antennas, towers or large satellite dishes may be constructed or placed upon any Lot or Common Area without first being approved by the Building Committee.

13. 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. No excessive barking of dogs shall be allowed.

14. Exterior Storage of Materials or Vehicles - No Lot or Common Area shall be used for the exterior storage of any building materials or non-operable vehicles. No trash or other unsightly materials shall be kept outside on a person's property for any period in excess of thirty-six (36) hours, including but not limited to such materials on a trailer, truck or other outside container

15. 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. Small political yard signs (less than or equal to two (2) feet by two (2) feet in size) shall be exempt from this clause, so long as such signs are placed for periods not to exceed ninety days prior to an election and 10 days after an election to which the sign relates.

16. Single Family Residence - No residence located on a Lot may be occupied by any person not related by blood, marriage or adoption to an owner of the Lot for more than thirty (30) consecutive days, without written approval from the Board. No rooms in a residence shall be rented separately from the entire residence. A violation of this clause shall result in a fine of \$100.00 per month, increasing by \$100.00 each month thereafter up to a maximum of \$300.00 per month until each violation is remedied. Medically related care givers shall be exempt from this provision.

17. Parking of Vehicles - No more than two (2) vehicles may be parked outside a residence in a driveway for more than one (1) week. No vehicle or trailer parked in a driveway shall be parked in a manner in which a portion of the vehicle or trailer extends into the street. Parking on the street should be avoided except for guests temporarily visiting a

Lot Owner. Trailers may not be parked on the street after dark except in the two designated parking areas.

18. Noise - Each Owner should ensure that noise from radios, televisions, sound systems or other electronic equipments is not heard across Lot lines.

19. Business Activities - No wholesale, retail or service business activity to which the general public is invited, including but not limited to garage sales, shall be conducted on any Lot, and no sign advertising a home occupation activity shall be placed on any Building, Lot or Common Area.

20. 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

Ownership

A. Designated Common Areas - All tracts of land designated as "Common Areas" on the Plat of the Subdivision, together with all water wells, water lines and security equipment on these "Common Areas", shall be owned by the Homeowner's Association for the benefit of all of 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 Homeowner's 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 the City of

Midland, Texas for emergency fire and public safety access, public utilities, public sanitation refuse pickup 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 use, enjoyment and mutual benefit of all the Lot Owners, residents, their guests and invitees, for recreation and open space uses. Use of the Common Areas shall be subject to rules established from time to time by the Board of Directors. No hunting, including hunting with bows, rifles, handguns, pellet guns, air rifles, BB guns, sling shots, or with any other hunting weapons shall be allowed in the Subdivision except for personal protection from snakes, coyotes, foxes, bobcats and skunks. Only catch and release fishing with barbless hooks shall be allowed for Lot owners over the age of eighteen (18) years of age, and for guests and persons under eighteen (18) years of age if directly supervised by the Lot owner. A Lot owner may invite up to four guests to fish at one time.. All fishing equipment, baskets, bags, cups, glasses or other items used in connection with fishing activities shall not be left along the pond, sidewalks, dock area, or on bridges or any other common area. All fishing will be catch and release and between the hours of dawn and dusk. No Lot Owner is authorized to work on or adjust Common Area equipment or facilities without authorization from the Board.

B. Private Street The Homeowner's 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 may be deemed necessary in connection therewith.

C. Maintenance of Areas of Abutting Public Thoroughfares - The Homeowner's 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 of 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 (2/3) of all votes eligible to be cast by Members of the Homeowner's Association, and said instrument has been duly recorded.

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

1. Creation of the Lien and Personal Obligation of Assessments – Each Lot Owner shall be deemed to cover and agree to pay to the Homeowner's Association: (a) annual assessments or charges for maintenance, and upkeep of Common Areas and Private Streets within the Subdivision; (b) special assessments for capital improvement, such

assessments to be fixed, established and collected from time to time as hereinafter provided; and (c) any fines and/or penalties assessed. The annual, special assessments and/or fines and penalties shall be a charge on the land and shall be a continuing lien upon the property against which such items are made and shall also be the personal obligation of the Lot Owner of such property.

2. Purpose of Assessments - The assessments levied by the Homeowner's 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 Homeowner's Association, after consideration of current and projected maintenance costs and future needs of the Homeowner's Association, shall fix the annual assessment for each year. If the Board of Directors votes to increase such assessment, the increase must be approved by a 2/3rds vote of the Members who are eligible to vote.

4. Special Assessment for Capital Improvements - In addition to the annual assessments authorized by Paragraph 3 hereof, the Homeowner's 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 any 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 Members who vote 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, wiring, 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 assessments, fines, penalties or other amounts charged against a Lot Owner in accordance with this Article shall be paid promptly and no later than thirty (30) days after the due date. Failure to pay such amount within such thirty (30) days of the due date shall result in an additional amount being assessed equal to one hundred dollars (\$100.00) per month until paid. Failure to pay such amount within said thirty (30) days shall also 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 foreclosures pursuant to the Texas Property Code.

ARTICLE VI
SETBACKS AND BUILDING LINES

1. 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, or 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.

ARTICLE VII
BUILDING COMMITTEE
COMPOSITION AND DUTIES

1. Building Committee – The Building Committee shall be appointed by the Board of Directors of the Homeowner’s Association and shall consist of three (3) persons, being one (1) Board Member and two (2) at-large members.
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, variance from the prescribed landscaping as detailed in Article III (2) herein, 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 shall 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 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 the architectural design.
- D. Elevation changes.
- E. Total square feet.
- F. Effect of site plan on the Subdivision.
- G. Upon approval of any structure 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 therefore, the Building committee shall notify all members of the development, redevelopment, modification or enlargement. A member may appeal the Building Committees decision to the Board of Directors for

a final decision. If the Building Committee rejects a Members request for redevelopment an affected Member may appeal said rejection to the Board of Directors for a final decision.

ARTICLE VIII
DURATION OF COVENANTS, RESTRICTIONS
RESERVATIONS AND SERVITUDES

1. Duration of Covenants and Restrictions - The covenants and restrictions of this Declaration shall run and bind the land subject thereto, and shall inure to the benefit of and be enforced by the Homeowner's 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, 2035, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) 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 or 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 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 Homeowner's Association agreeing to any such changes or amendments; provided, however, any amendment hereto which amends any restriction or covenant other than as contained in Articles III, VII and Paragraphs 1 - 3 of

Article VI herein 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 the Homeowner's Association or any 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 Homeowner's Association or any Lot Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a -waiver of the right to do so thereafter. The Homeowner's Association shall have the right to assess penalties for any Owner who violates a restriction or rule established by the Homeowner's Association. Penalties associated with violation of restrictions are set forth on Exhibit A unless otherwise described herein. First time violations of any rule, covenant or restriction shall

be entitled to written notice. Subsequent violations of the same rule, covenant or restriction shall be assessed without notification.

ARTICLE IX
PROPERTY SUBJECT TO THIS DECLARATION

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

2. Addition to Existing Property - Additional Lots or land may become subject to this Declaration 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 supplemental thereto, signed by the holders of not less than two-thirds (2/3) of the votes eligible to be cast by Members of the Association, as being held, transferred, sold, conveyed, retained and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration or amended declarations as hereinabove provided. This agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, taken together, shall constitute but one instrument.

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

Lot 1



John Pool



Stacy Pool

Lot 2

Tom Craddick

Nadine Craddick

Michael D. Hochman

Lot 4



Noah Wempe



Georgia Wempe

Lot 5

Linda June Cowden

Lot 6

William S. Marshall

Sue Marshall

Arthur Laengrich

Lot 8

Harold Hensley, Jr.

Sandra Hensley

Lot 9

Dan M. Leonard

Elizabeth B. Leonard

Lot 10

Terry Hamilton

Lot 2

Tom Craddick

Nadine Craddick

Lot 3

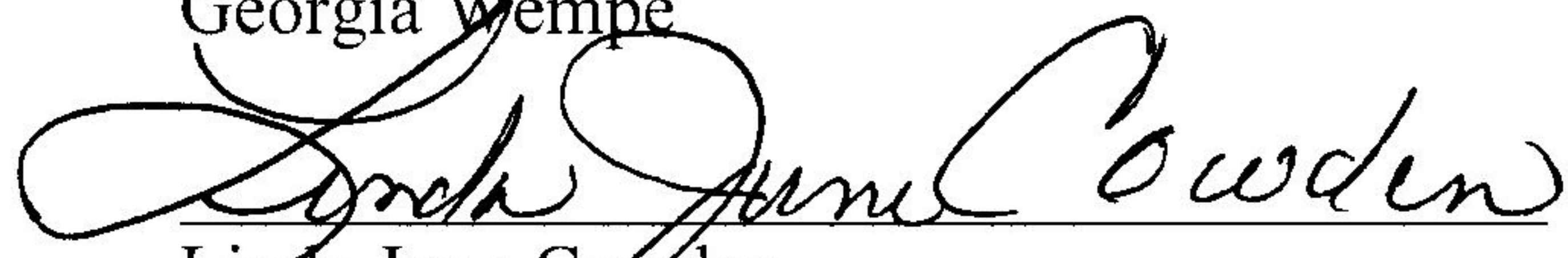
Michael D. Hochman

Lot 4

Noah Wempe

Georgia Wempe

Lot 5


Linda June Cowden

Lot 6

William S. Marshall

Sue Marshall

Lot 7

Arthur Laengrich

Lot 8

Harold Hensley, Jr.

Sandra Hensley

Lot 9

Dan M. Leonard

Elizabeth B. Leonard

Lot 10

Terry Hamilton

Marla Hamilton

Lot 2

Tom Craddick

Nadine Craddick

Lot 3

Michael D. Hochman

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Noah Wempe

Georgia Wempe

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Noah Wempe

Georgia Wempe

Lot 5

Linda June Cowden

Lot 6

William S. Marshall

Sue Marshall

Lot 7

Arthur Laengrich

Lot 8

Harold Hensley, Jr.

Sandra Hensley

Lot 9

Dan M. Leonard

Elizabeth B. Leonard

Lot 10

Terry Hamilton

Marla Hamilton

Lot 11

Autry Stephens

Linda Stephens



Anthony David Folger

Ann Folger

Lot 13

Ronald Huckabee, Jr.

Cathy Huckabee

Lot 14

Raja Naidu

Rupa Naidu

Lot 15

Mitchell Ray Clark

Kathy J. Clark

Lot 16

David C. Grosse

Robin Grosse

Lot 17

Patricia Knox

Lot 18

Eram Ali

Vicki Ali

Lot 11

Autry Stephens

Linda Stephens

Anthony David Folger

Ann Folger



Ronald Huckabee, Jr.



Cathy Huckabee
CATHIE

Lot 14

Raja Naidu

Rupa Naidu

Lot 15

Mitchell Ray Clark

Kathy J. Clark

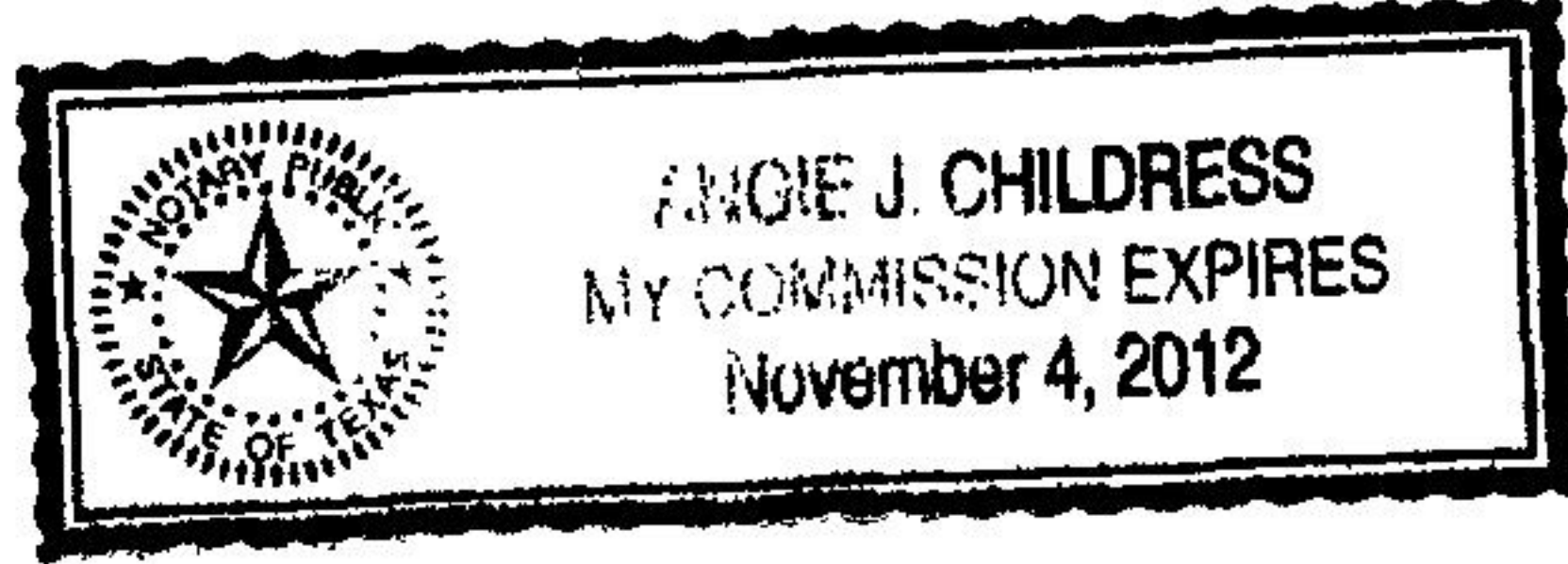
Lot 16

David C. Grosse

Robin Grosse

Lot 17

Patricia Knox



Ansel Lot 13

Lot 11

Autry Stephens

Linda Stephens

Anthony David Folger

Ann Folger

Lot 13

Ronald Huckabee, Jr.

Cathy Huckabee

Lot 14

Raja Naidu

Rupa Naidu

Lot 15

Mitchell Ray Clark

Kathy J. Clark

Lot 16


David A. Grosse


Robin Grosse

Lot 17

Patricia Knox

Lot 18

Eram Ali

Vicki Ali

Lot 17

Patricia Knox
Patricia Knox

Lot 18

Eram Ali

Vicki Ali

Lot 19

Glen Ellis, Sr.

Lucie Ellis

Lot 20

Praveen K. Reddy

Aparna Reddy

Lot 21

Mark L. Thomas

Robin Thomas

Lot 22

Elizabeth A. Greaves

Lot 23

Rod MacDonald

Patricia I. MacDonald

Lot 8

Harold Hensley, Jr.

Lot 9

Sandra Hensley

Dan M. Leonard

Elizabeth B. Leonard

Lot 10

Terry Hamilton

Marla Hamilton

Lot 11

Autry Stephens

Linda Stephens

Lot 12

Anthony David Folger

Ann Folger

Lot 13

Ronald Huckabee, Jr.

Cathy Huckabee

Lot 14

Raja Naidu

Rupa Naidu

Lot 15

Mitchell Ray Clark

Kathy J. Clark

Lot 16

David C. Grosse

Robin Grosse

Lot 17

Patricia Knox

Lot 18

Eram Ali

Vicki Ali

Lot 19

Glen Ellis, Sr.

Lucie Ellis

Lot 20

Praveen K. Reddy

Aparna Reddy

Lot 21

Mark L. Thomas

Robin Thomas

Lot 22

Elizabeth A. Greaves

Lot 23

Rod MacDonald

Patricia I. MacDonald

Lot 24

James McCrary

Samantha McCrary

Lot 25

C. D. Martin

Judy Martin

Lot 19

Glen Ellis, Sr.

Lucie Ellis

Lot 20

Praveen K. Reddy

Aparna Reddy

Lot 21

Mark L. Thomas

Mark L. Thomas

Robin Thomas

Robin Thomas

Lot 22

Elizabeth A. Greaves

Lot 23

Rod MacDonald

Patricia I. MacDonald

Lot 24

James McCrary

Samantha McCrary

Lot 25

C. D. Martin

Judy Martin

Lot 19

Glen Ellis, Sr.

Lucie Ellis

Lot 20

Praveen K. Reddy

Aparna Reddy

Lot 21

Mark L. Thomas

Robin Thomas

Lot 22

Elizabeth A. Greaves
Elizabeth A. Greaves

Lot 23

Rod MacDonald

Patricia I. MacDonald

Lot 24

James McCrary

Samantha McCrary

Lot 25

C. D. Martin

Judy Martin

Lot 19

Glen Ellis, Sr.

Lucie Ellis

Praveen K. Reddy

Aparna Reddy

Lot 21

Mark L. Thomas

Robin Thomas

Lot 22

Elizabeth A. Greaves

Lot 23

Rod MacDonald

Patricia I. MacDonald

Lot 24

James McCrary

Samantha McCrary

Lot 25

C. D. Martin

Judy Martin

Lot 19

Glen Ellis, Sr.

Lot 20

Lucie Ellis

Praveen K. Reddy

Aparna Reddy

Lot 21

Mark L. Thomas

Robin Thomas

Lot 22

Elizabeth A. Greaves

Lot 23

Rod MacDonald

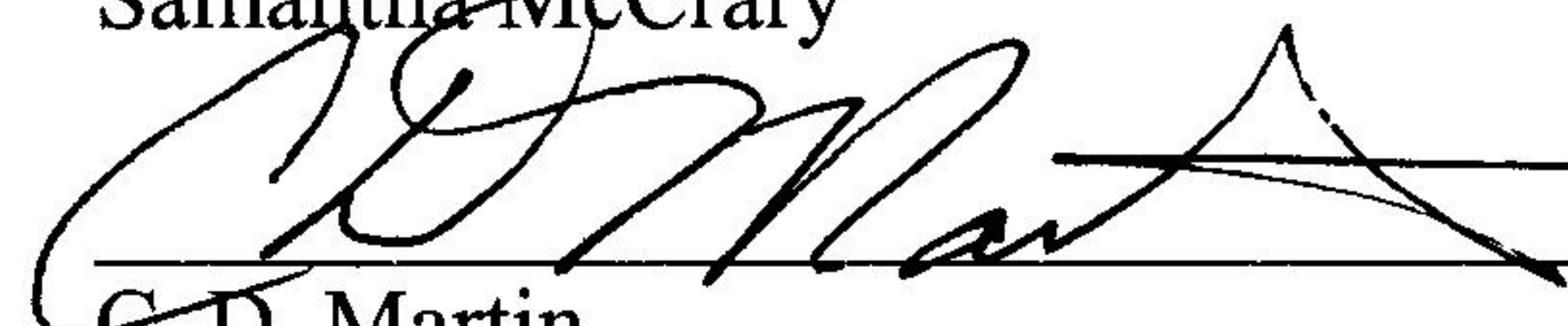
Patricia I. MacDonald

Lot 24

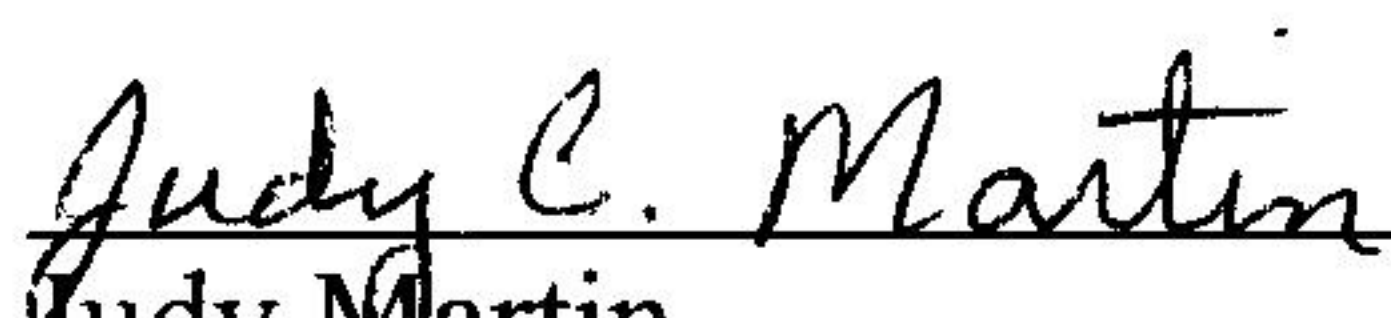
James McCrary

Samantha McCrary

Lot 25



C. D. Martin

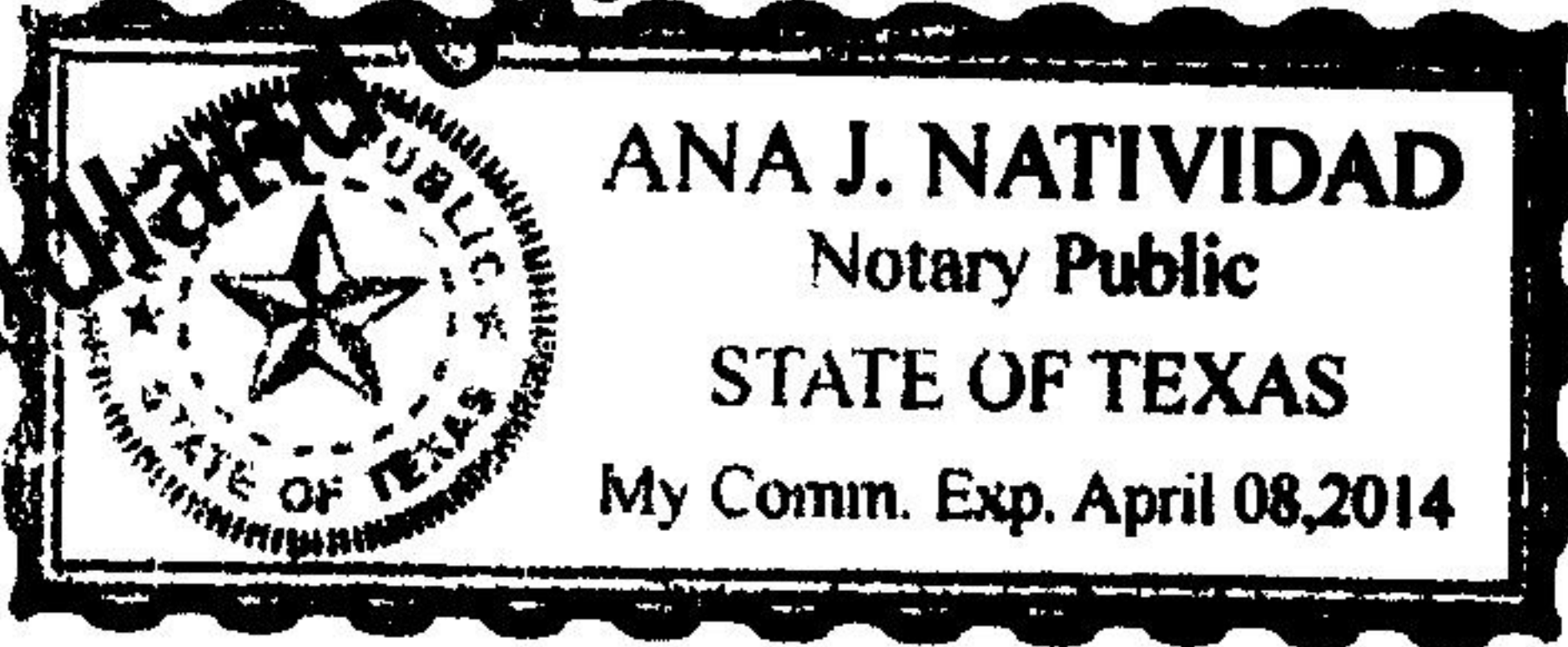


Judy Martin
C.

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on Nov. 1st, 2011 by John Pool

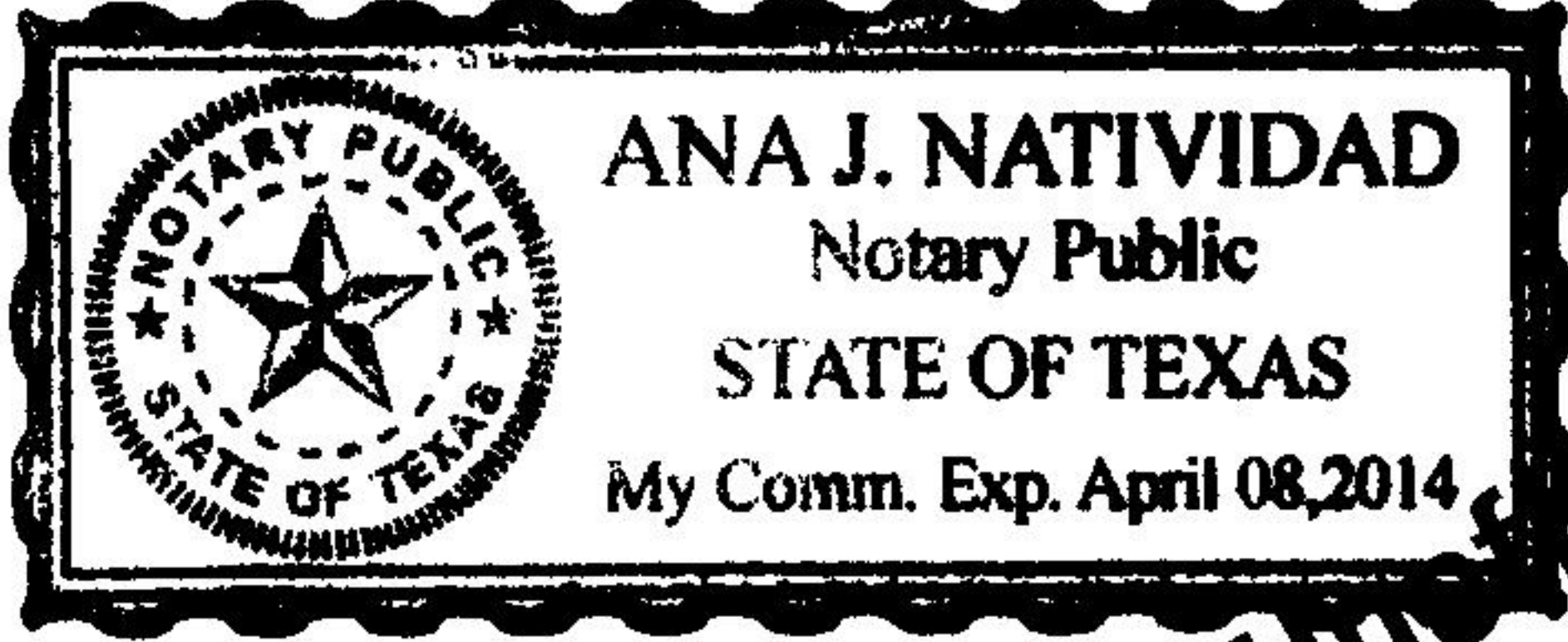


Ana J. Natividad
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on Nov. 1st, 2011 by Stacy Pool



Ana J. Natividad
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Tom Craddick.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Nadine Craddick.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Nadine Cradick.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

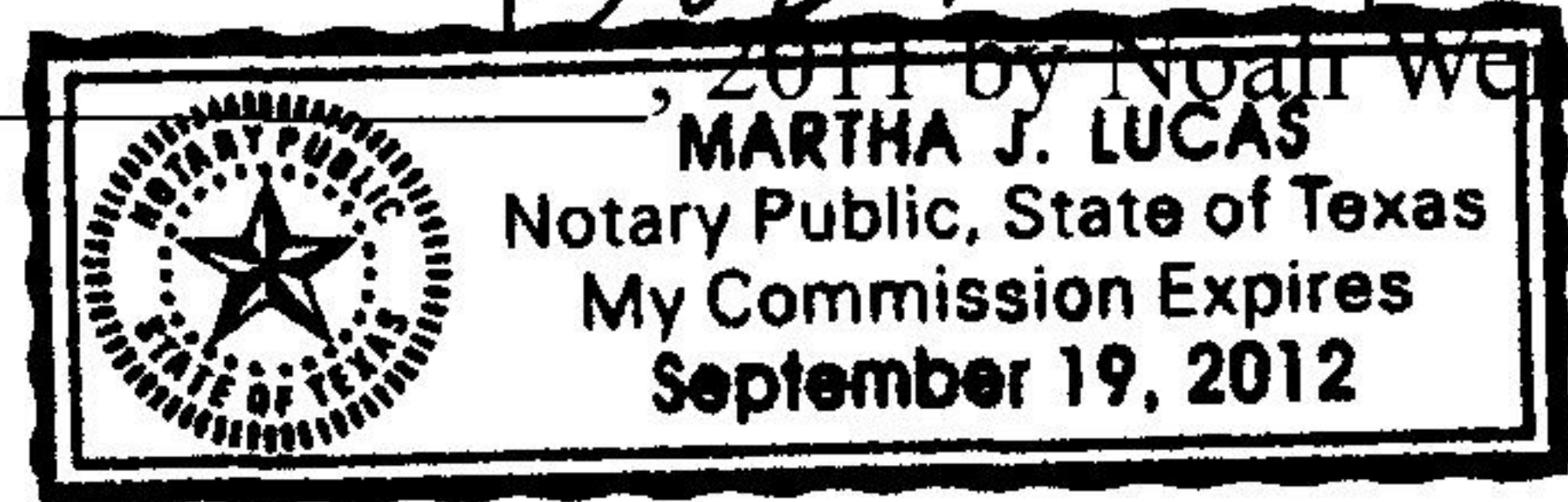
This instrument was acknowledged before me on _____, 2011 by Michael D. Hochman.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Noah Wempe.



Notary Public in and for the State of Texas

Martha J. Lucas

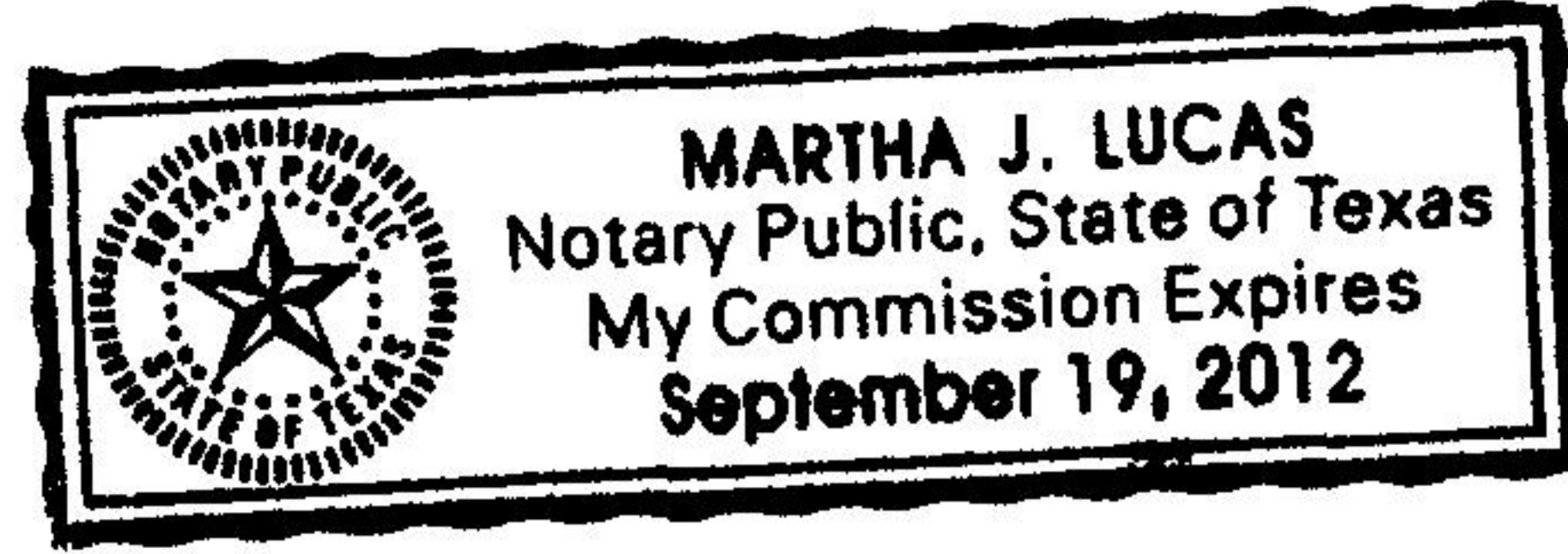
STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on Dec 1, 2011 by Georgia Wempe.

Notary Public in and for the State of Texas

Midland County Clerk Unofficial Copy



Notary Public in and for the State of Texas

Martha J. Lucas

Midland County Clerk Unofficial Copy

STATE OF TEXAS *
*
COUNTY OF MIDLAND *

This instrument was acknowledged before me on Dec 1, 2011 by Linda Cowden.

Notary Public in and for the State of Texas

STATE OF TEXAS *
*
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by William Marshall.

Notary Public in and for the State of Texas

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

STATE OF TEXAS *
*
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Sue Marshall.

Notary Public in and for the State of Texas

STATE OF TEXAS *
*
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Art Laengrich.

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

STATE OF TEXAS

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Michael D. Hechman.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Noah Wempe.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Georgia Wempe.

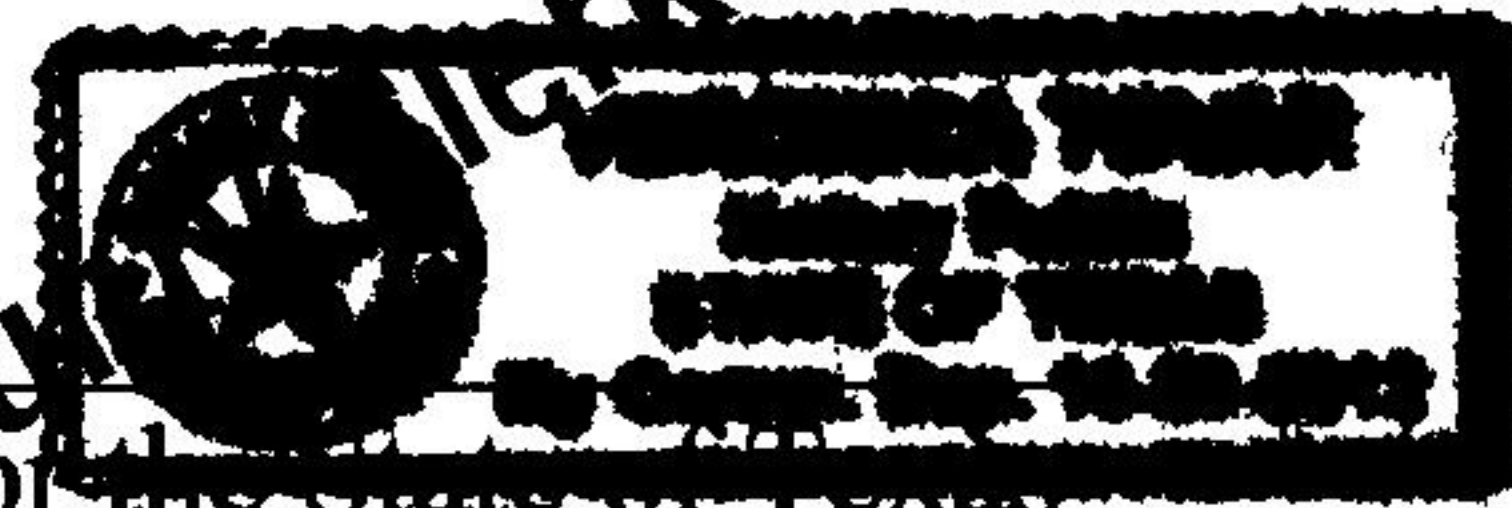
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on NOV. 3, 2011 by Linda Cowden.

Notary Public in and for the State of Texas



Linda Cowden
LINDA Cowden

[Signature]

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

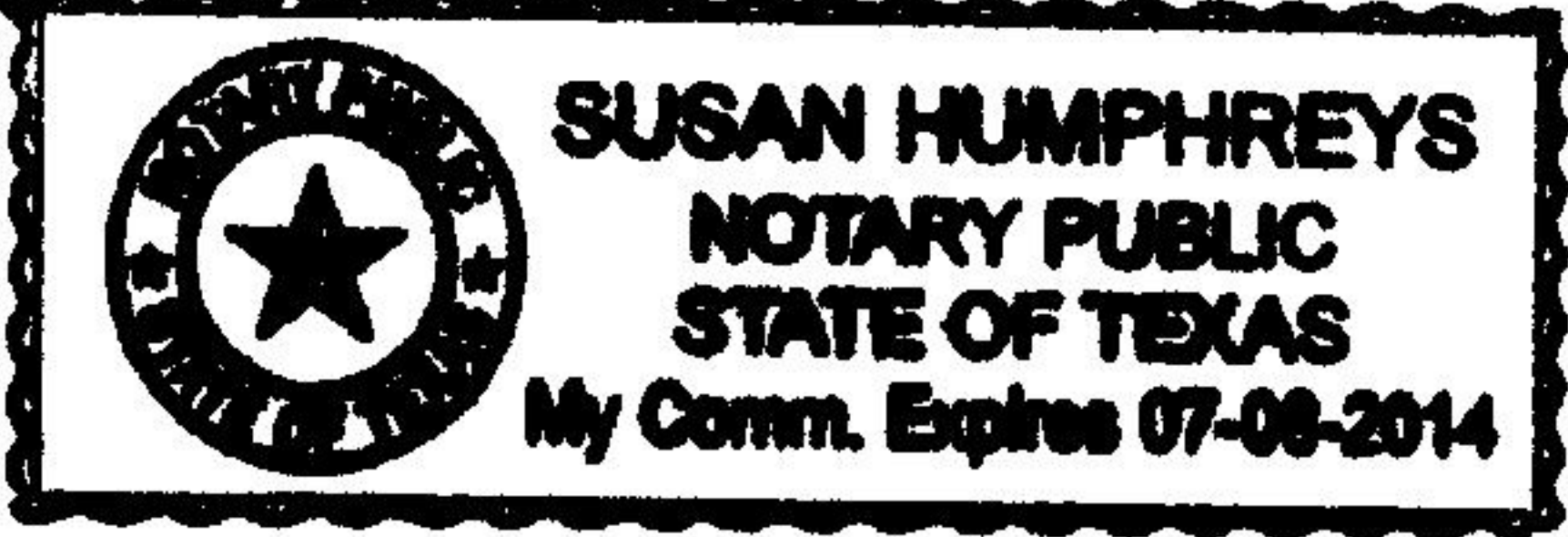
Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on Nov. 4, 2011 by William S. Marshall

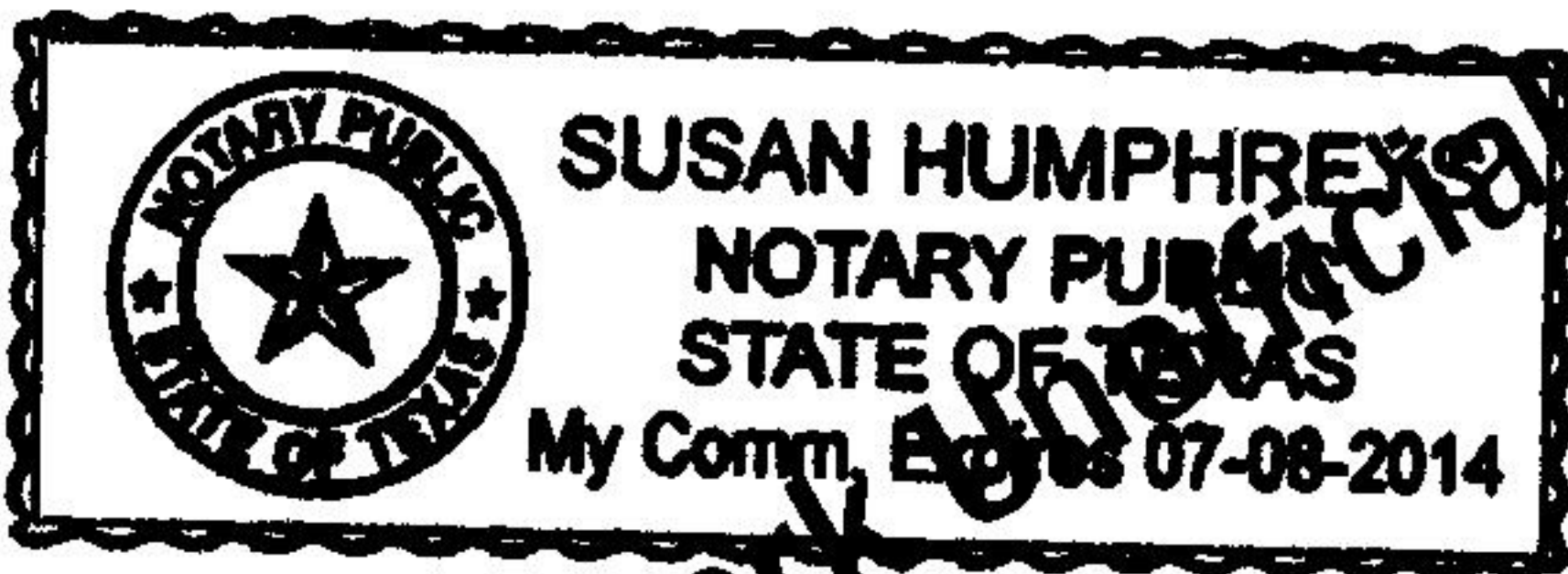


[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on Nov. 4, 2011 by Sue Marshall.



[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Art Laengrich.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Harold Hensley, Jr.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by William S. Marshall

Notary Public in and for the State of Texas

STATE OF TEXAS *

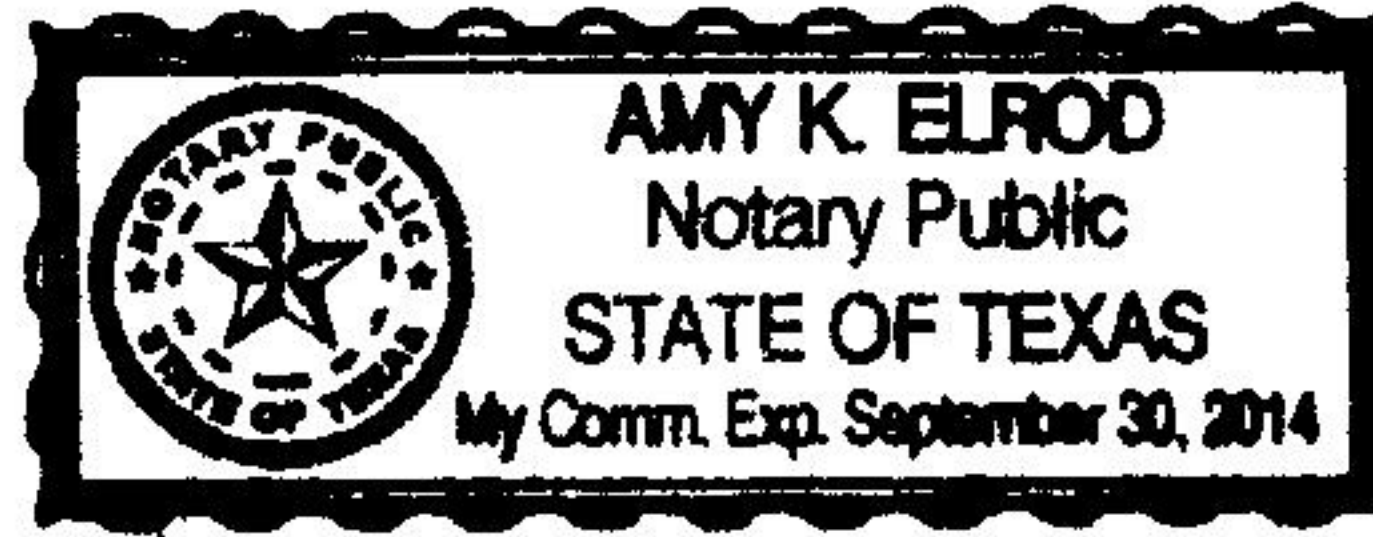
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Sue Marshall.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *



This instrument was acknowledged before me on 11/18, 2011 by Art Laengrich.

Amy K. Elrod
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Harold Hensley, Jr.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by William S. Marshall

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Sue Marshall.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Art Laengrich.

Notary Public in and for the State of Texas

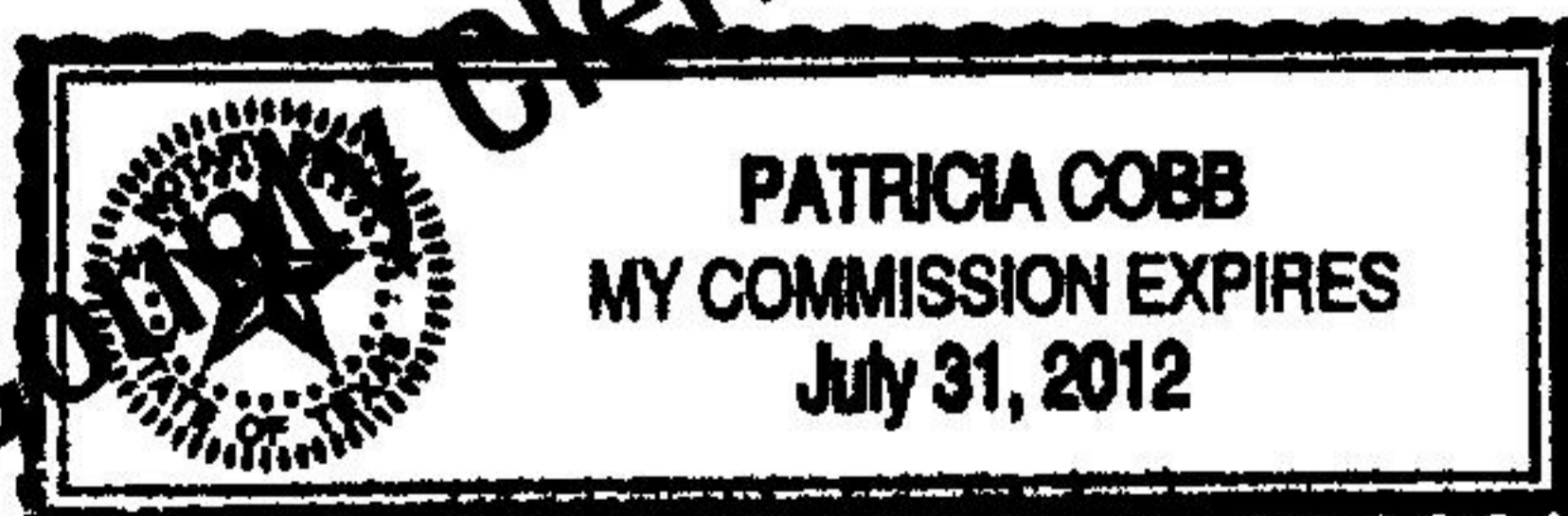
STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on December 12 2011 by Harold Hensley, Jr.

Patricia Cobb

Notary Public in and for the State of Texas



STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on December 12, 2011 by Sandra Hensley

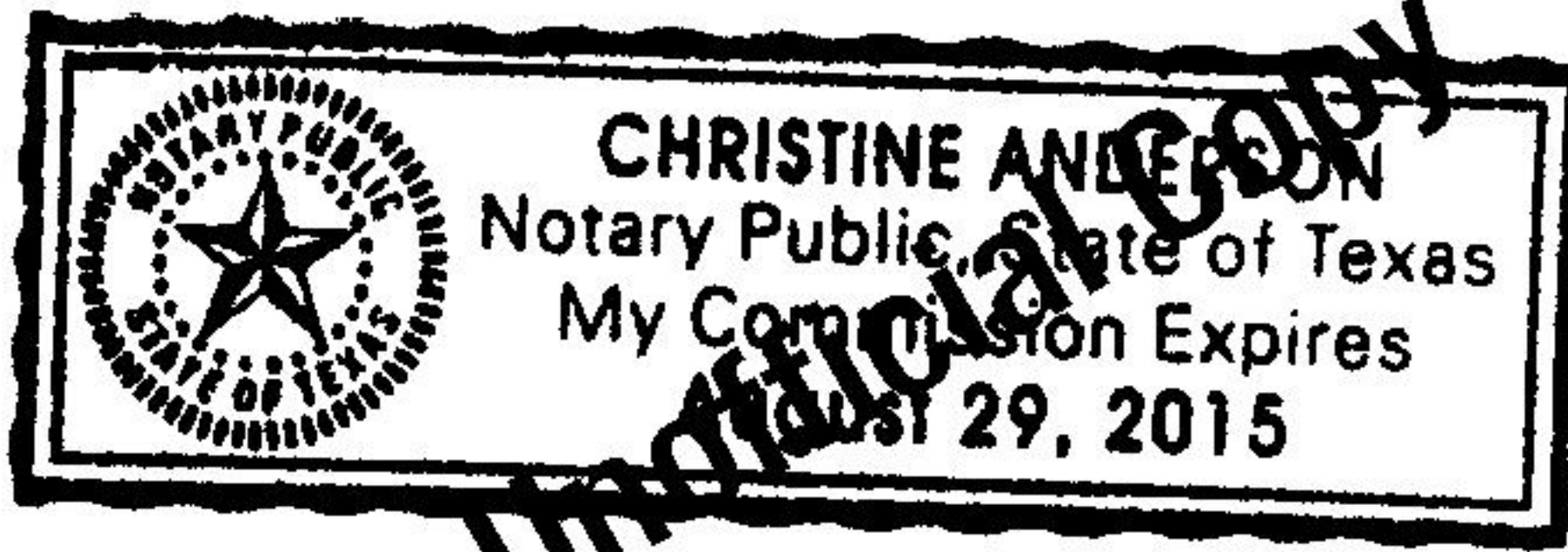


Patricia Cobb
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on December 27th, 2011 by Dan M. Leonard.

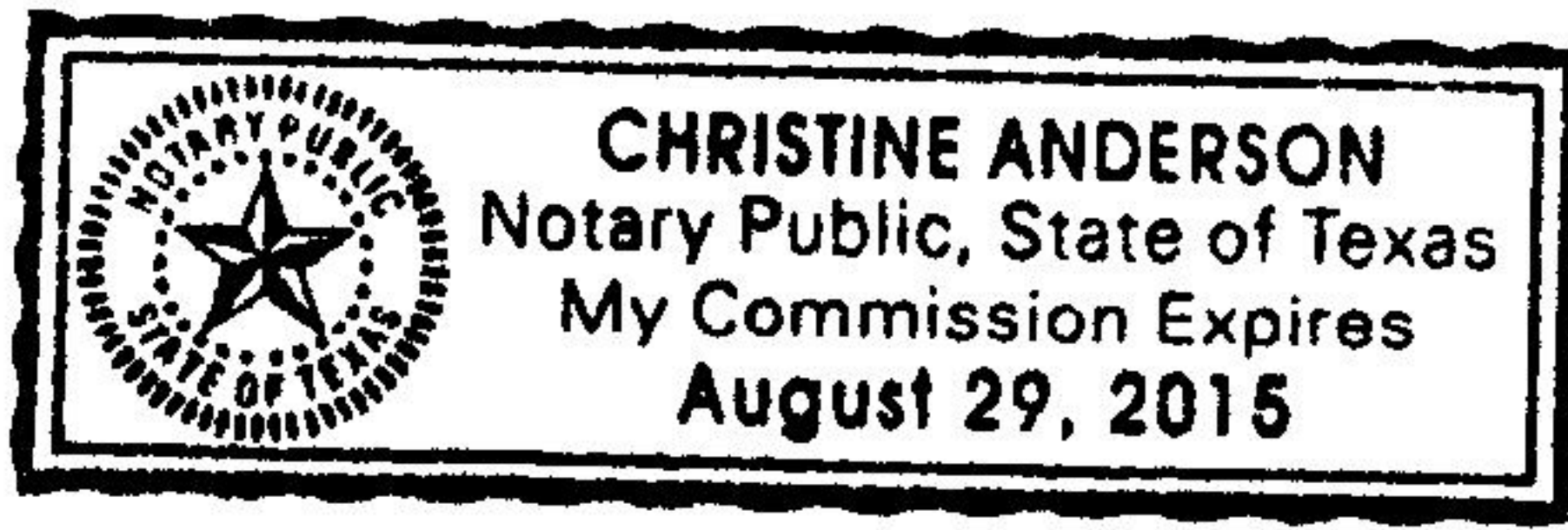


Christine Anderson
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on December 27th, 2011 by Elizabeth B. Leonard.



Christine Anderson
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

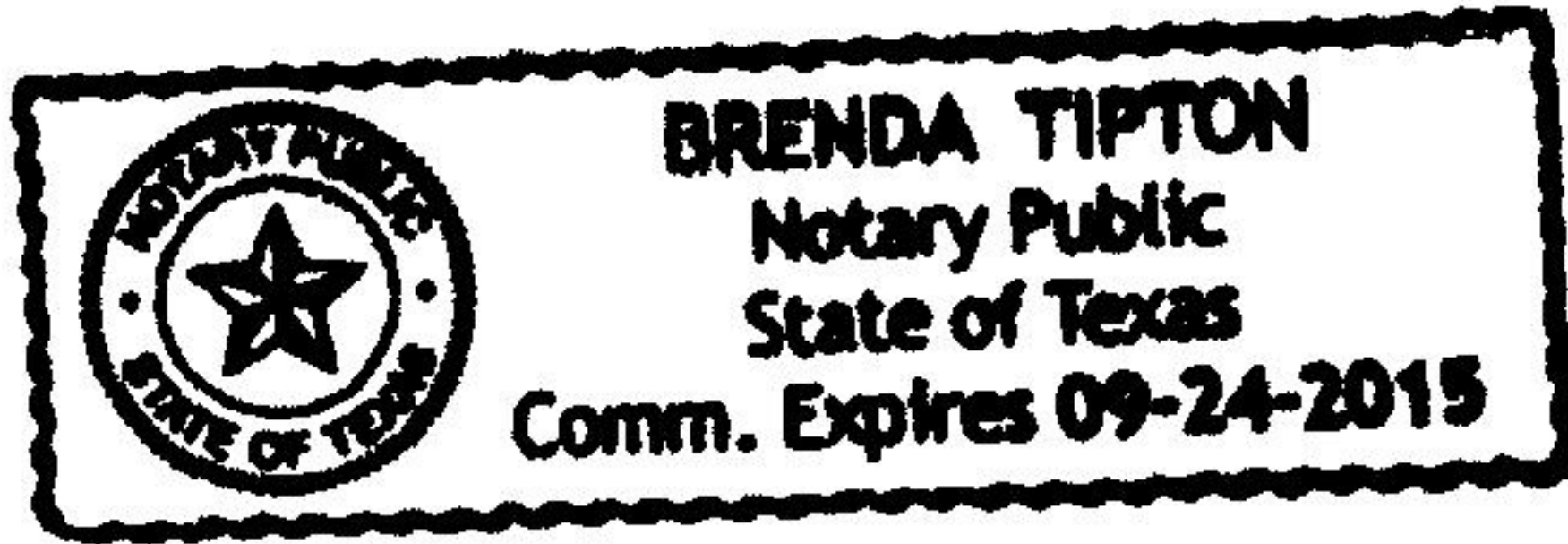
This instrument was acknowledged before me on _____, 2011 by T Hamilton.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND *

The instrument was acknowledged before me on ~~November 9th~~ ^{November} 2011 by Marla Hamilton.



Brenda Tipton
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Autry Stephens.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Linda Stephens.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Anthony David Folger.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Marla Hamilton.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Autry Stephens.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Linda Stephens.

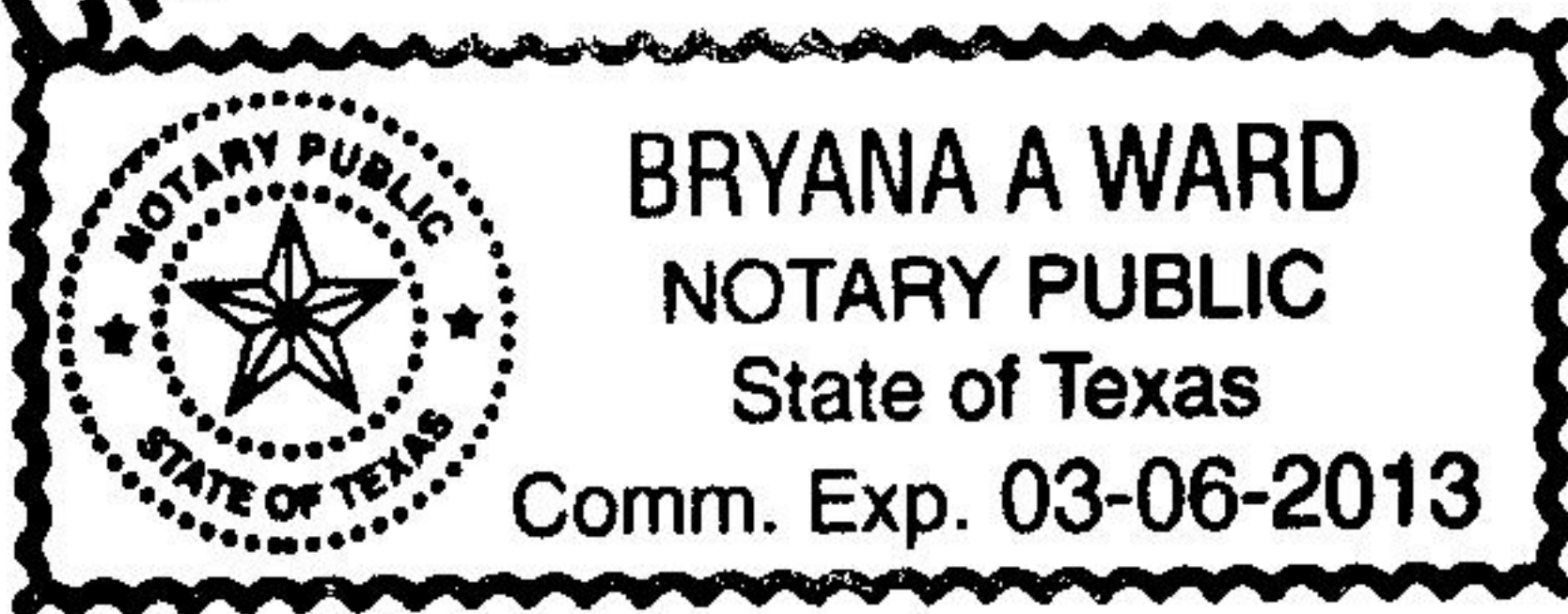
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on December 13, 2011 by Anthony David Folger.

Notary Public in and for the State of Texas



Bryana A Ward

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Rupa Naidu.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Mitchell Ray Clark.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

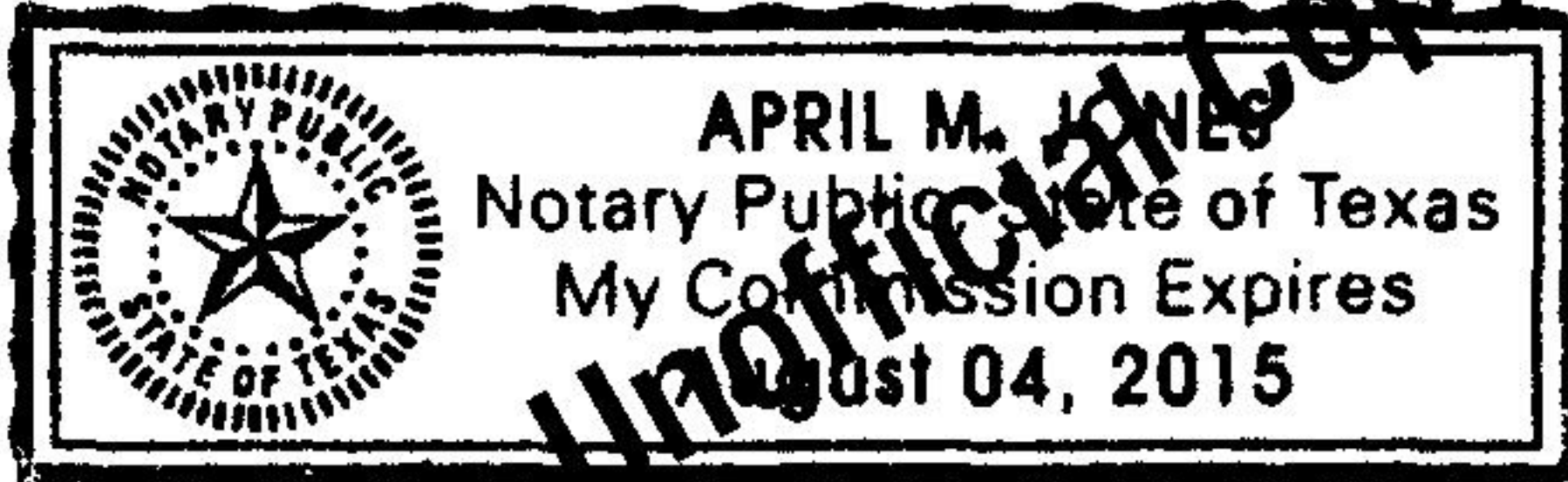
This instrument was acknowledged before me on _____, 2011 by Kathy J. Clark.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on November 4, 2011 by David G. Grosse.

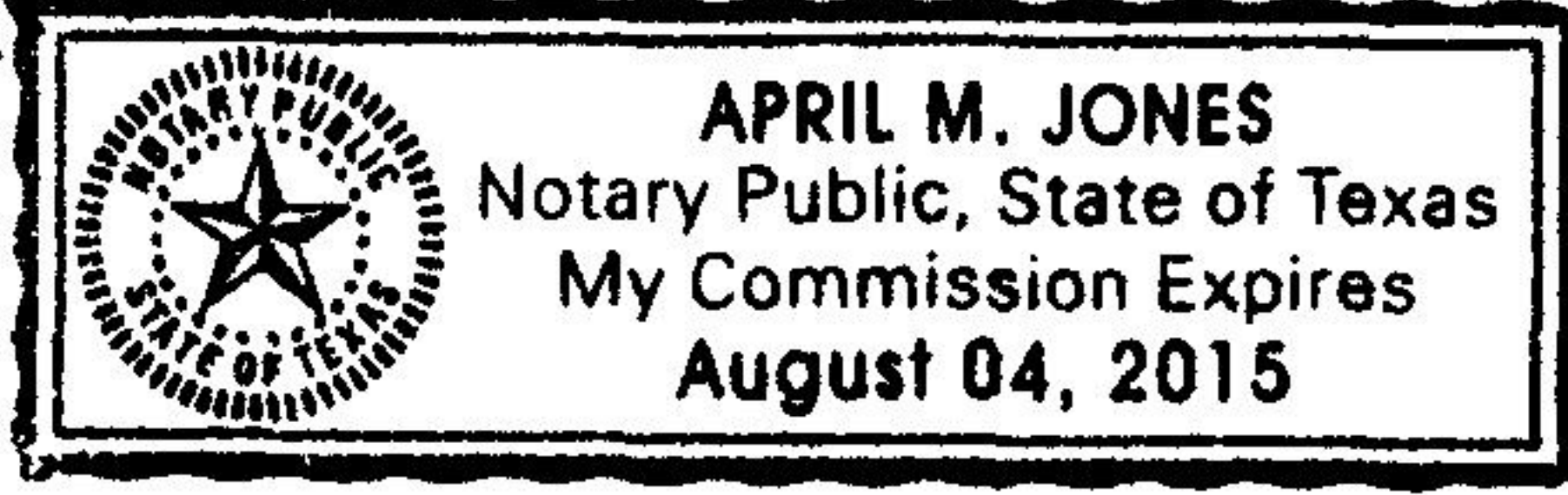


April M. Jones
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on November 4, 2011 by Robin Grosse.



April M. Jones
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Patricia Knox.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Eram Ali.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Vicki Ali.

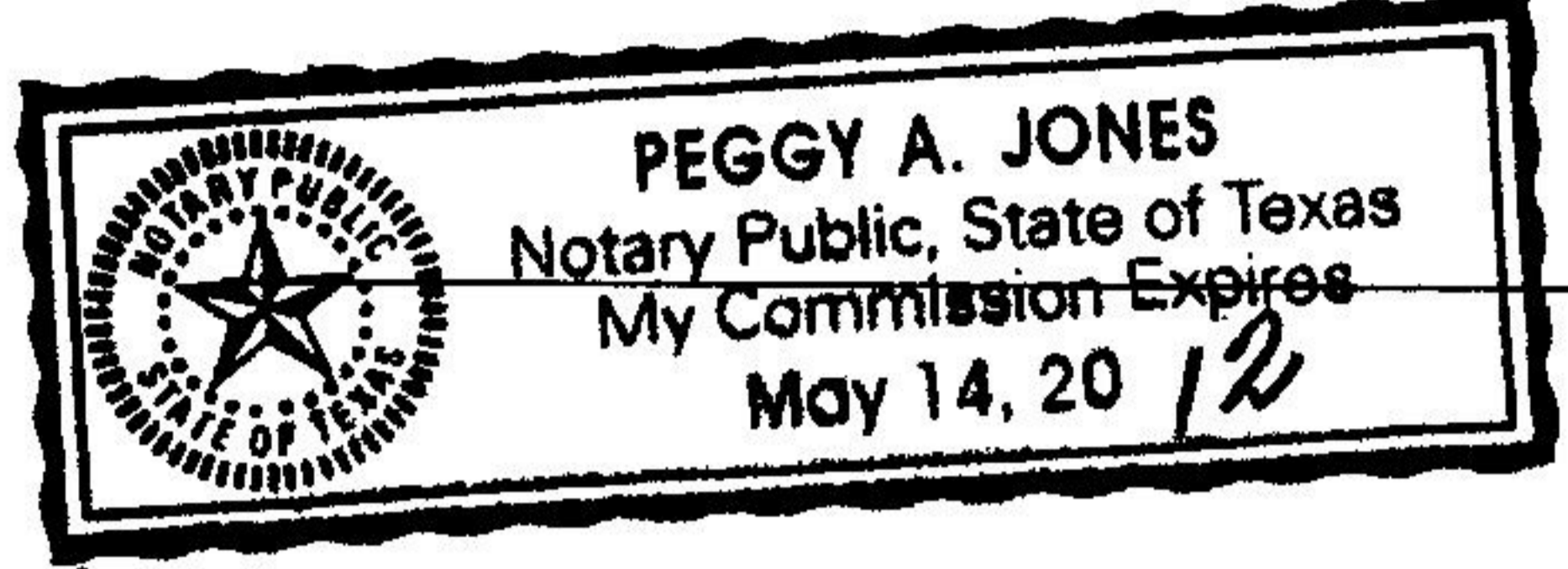
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF MIDLAND

§
§
§

This instrument was acknowledged before me on the 1 day of December, 2011, by Patricia J. Knox, known to me to be the person herein.



Peggy A. Jones
Notary Public - State of Texas
My Commission Expires

Expires: _____

Midland County Clerk Unofficial Copy

STATE OF TEXAS *
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by David C. Grosse.

Notary Public in and for the State of Texas

STATE OF TEXAS *
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Robin Grosse.

Notary Public in and for the State of Texas

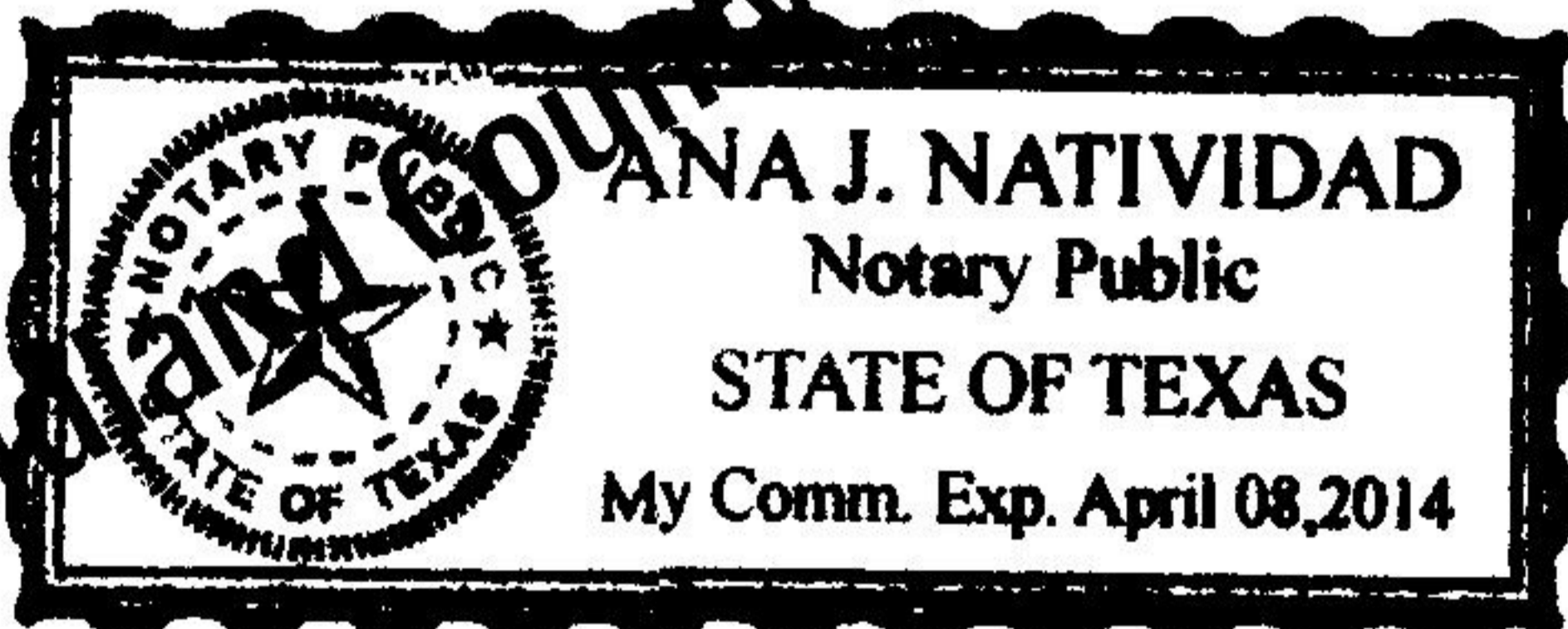
STATE OF TEXAS *
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Patricia Knox.

Notary Public in and for the State of Texas

STATE OF TEXAS *
COUNTY OF MIDLAND *

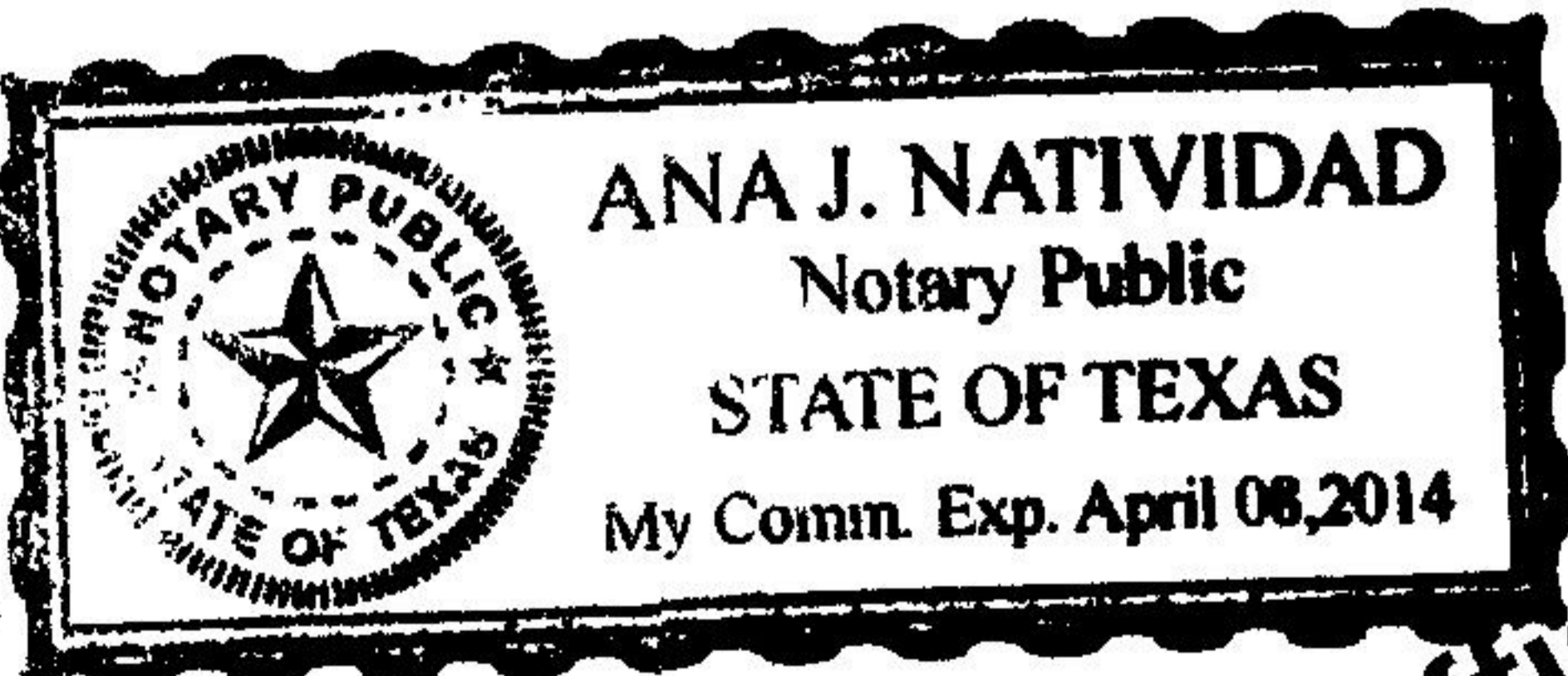
This instrument was acknowledged before me on Nov. 1st, 2011 by Frank Ali.



Ana J. Natividad
Notary Public in and for the State of Texas

STATE OF TEXAS *
COUNTY OF MIDLAND *

This instrument was acknowledged before me on Nov. 1st, 2011 by Vicki Ali.

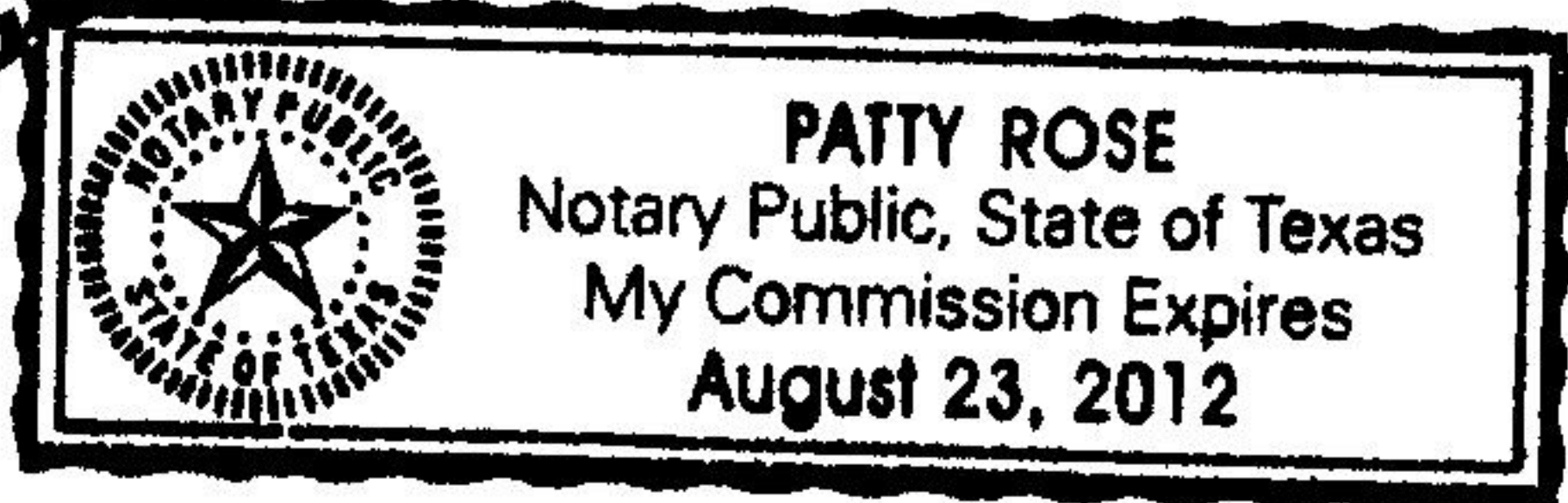


Ana J. Natividad
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on November 23, 2011 by Pat Ellis, Sr.

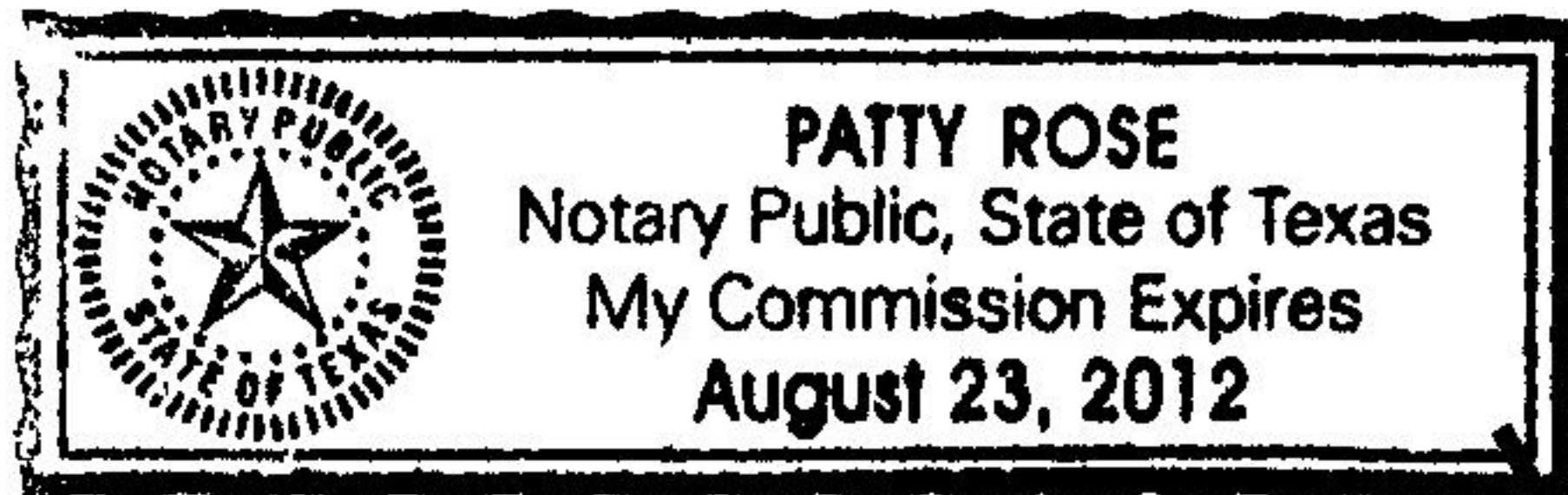


Patty Rose
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on November 23, 2011 by Lucie Ellis.



Patty Rose
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Praveen K. Reddy.

Notary Public in and for the State of Texas

STATE OF TEXAS *

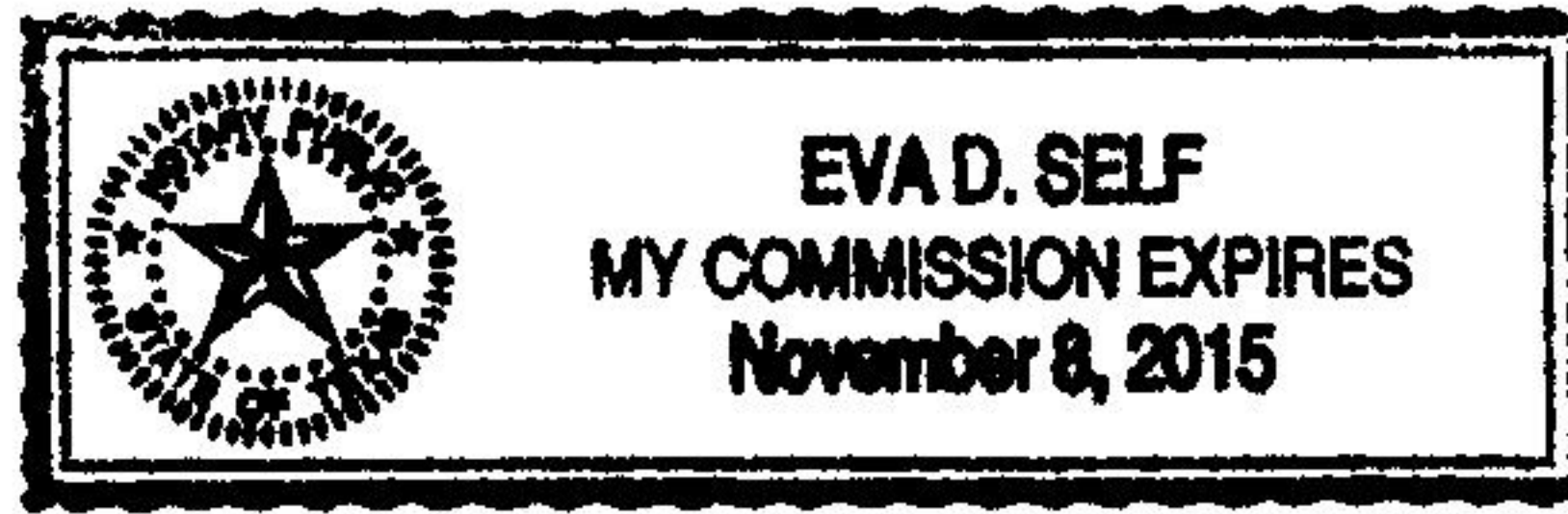
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Aparna Reddy.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

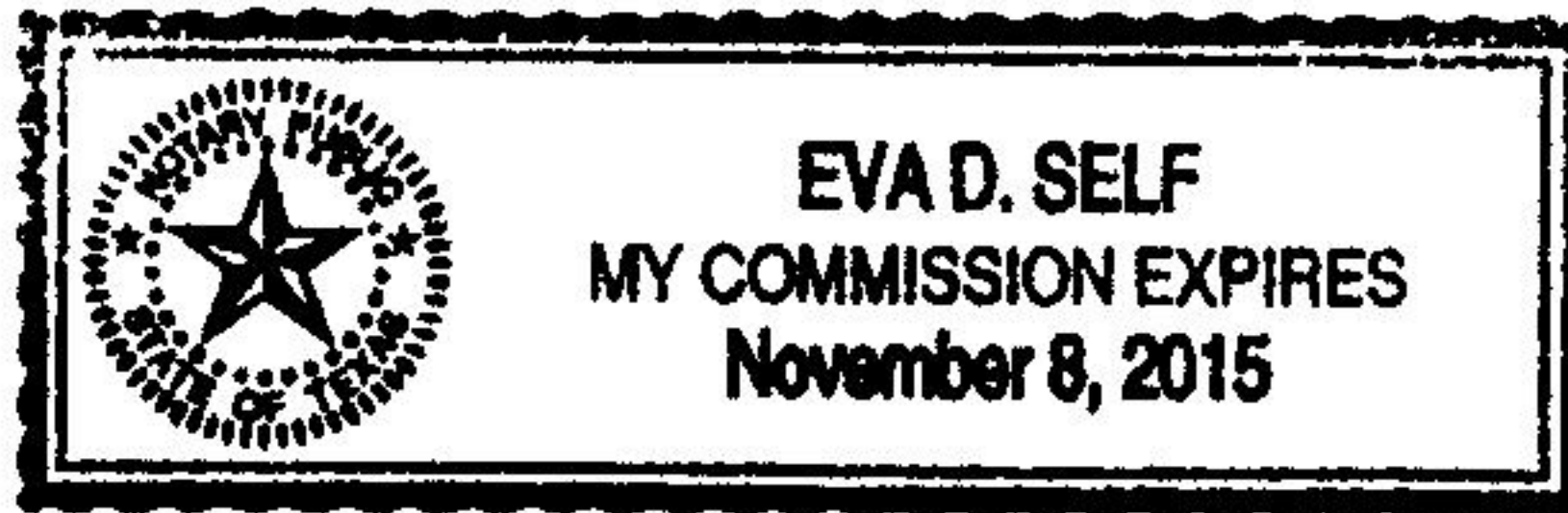


This instrument was acknowledged before me on 11-1, 2011 by Mark L. Thomas.

Eva Self
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND



This instrument was acknowledged before me on 11-1, 2011 by Robin Thomas.

Eva Self
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Elizabeth A. Greaves.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Rod MacDonald.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Mark L. Thomas

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

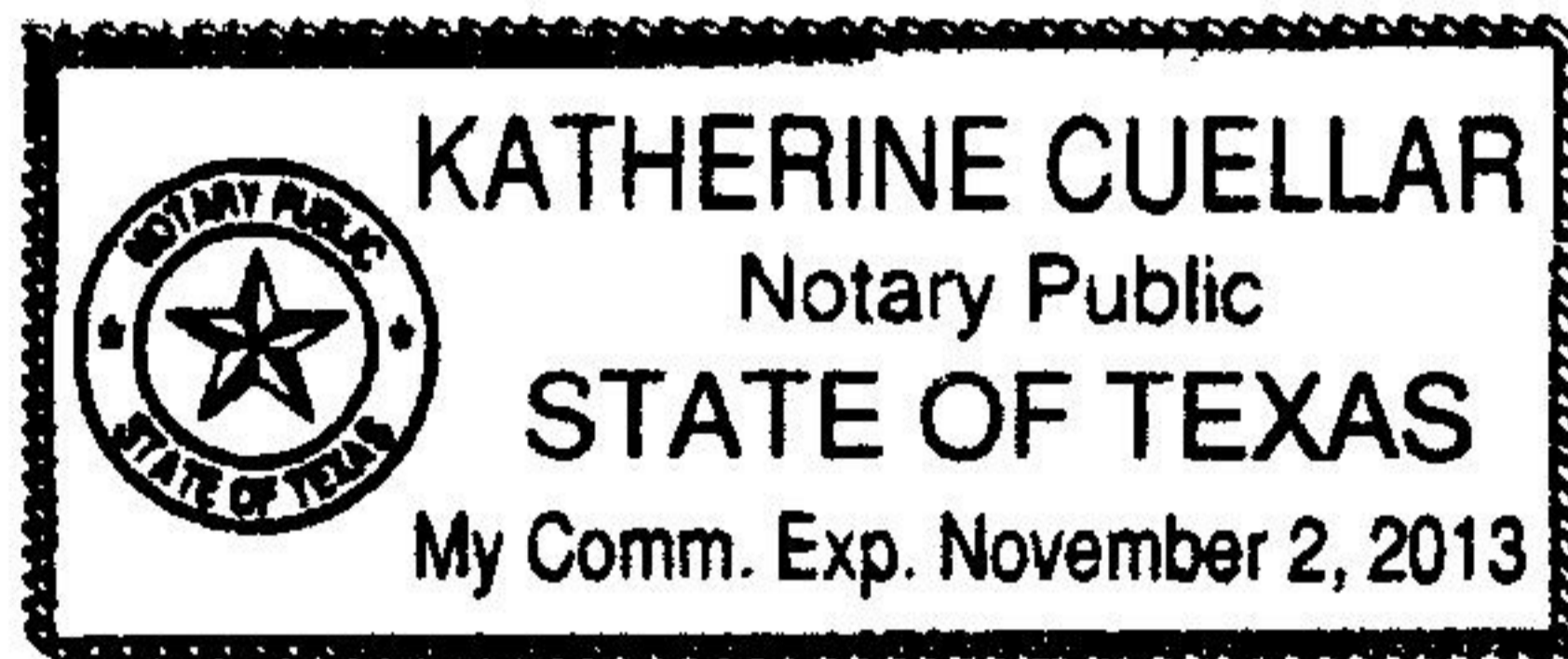
This instrument was acknowledged before me on _____, 2011 by Robin Thomas.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on November 1, 2011 by Elizabeth A. Greaves.



Katherine Cuellar
Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Rod MacDonald.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Mark L. Thomas

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Robin Thomas.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011 by Elizabeth A. Greaves.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on Nov. 4, 2011 by Rod MacDonald.

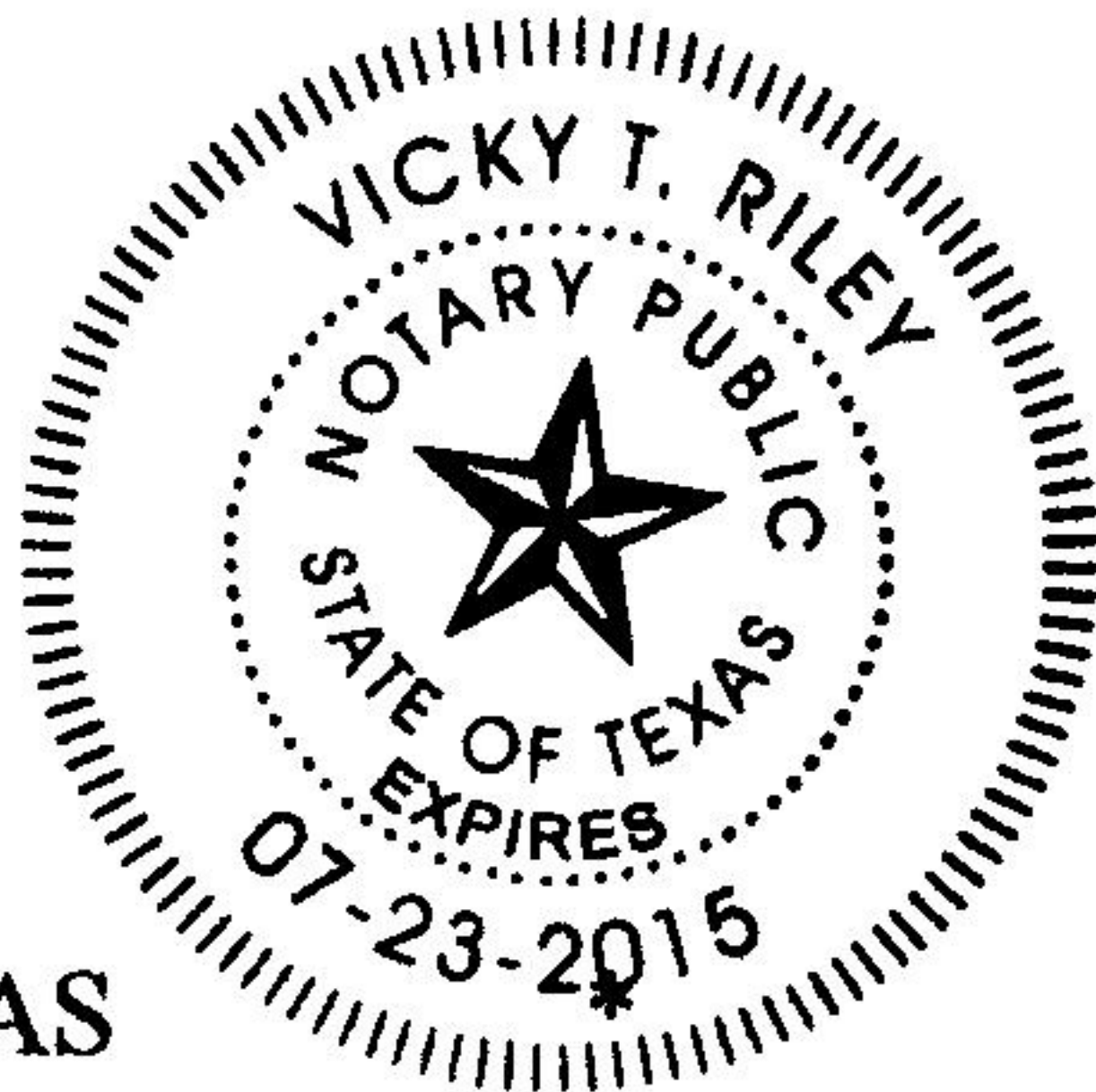
Vicky J. Riley
Notary Public in and for the State of Texas



STATE OF TEXAS

COUNTY OF MIDLAND *

This instrument was acknowledged before me on Nov. 4, 2011 by Patricia I. MacDonan.



Vicky T. Riley
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by James McCrary.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Samantha McCrary.

Notary Public in and for the State of Texas

STATE OF TEXAS *

COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by C.D. Martin.

Notary Public in and for the State of Texas

STATE OF TEXAS *
*
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Patricia I. MacDonald.

Notary Public in and for the State of Texas

Midland County Clerk Unofficial Copy

Midland County Clerk

STATE OF TEXAS *
*
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by James McCrary.

Notary Public in and for the State of Texas

STATE OF TEXAS *
*
COUNTY OF MIDLAND *

This instrument was acknowledged before me on _____, 2011 by Samantha McCrary.

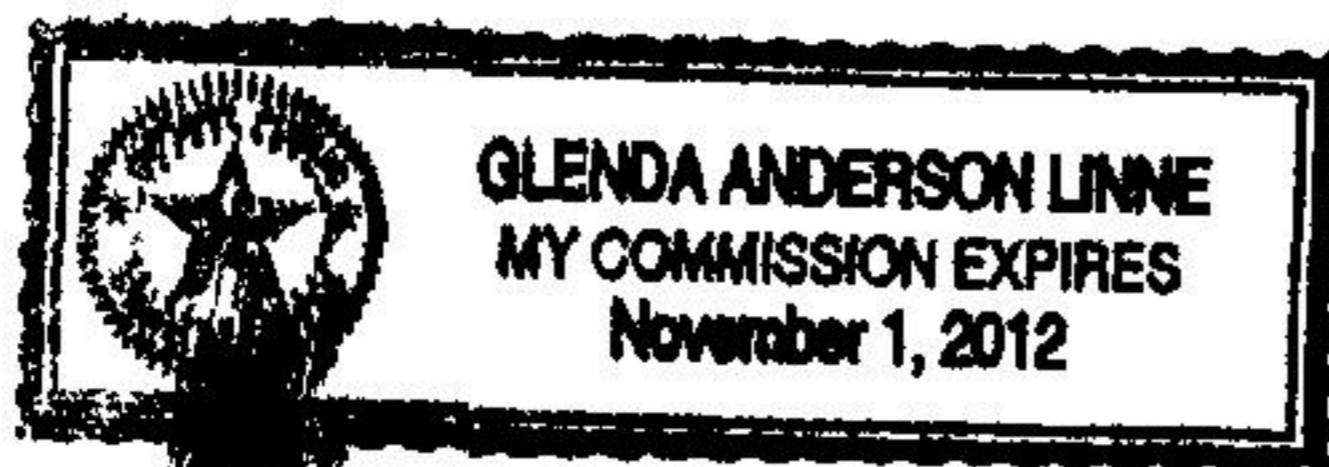
Notary Public in and for the State of Texas

Midland County Clerk Unofficial Copy

Midland County Clerk

STATE OF TEXAS *
*
COUNTY OF MIDLAND *

This instrument was acknowledged before me on Nov. 2, 2011 by C.D. Martin.



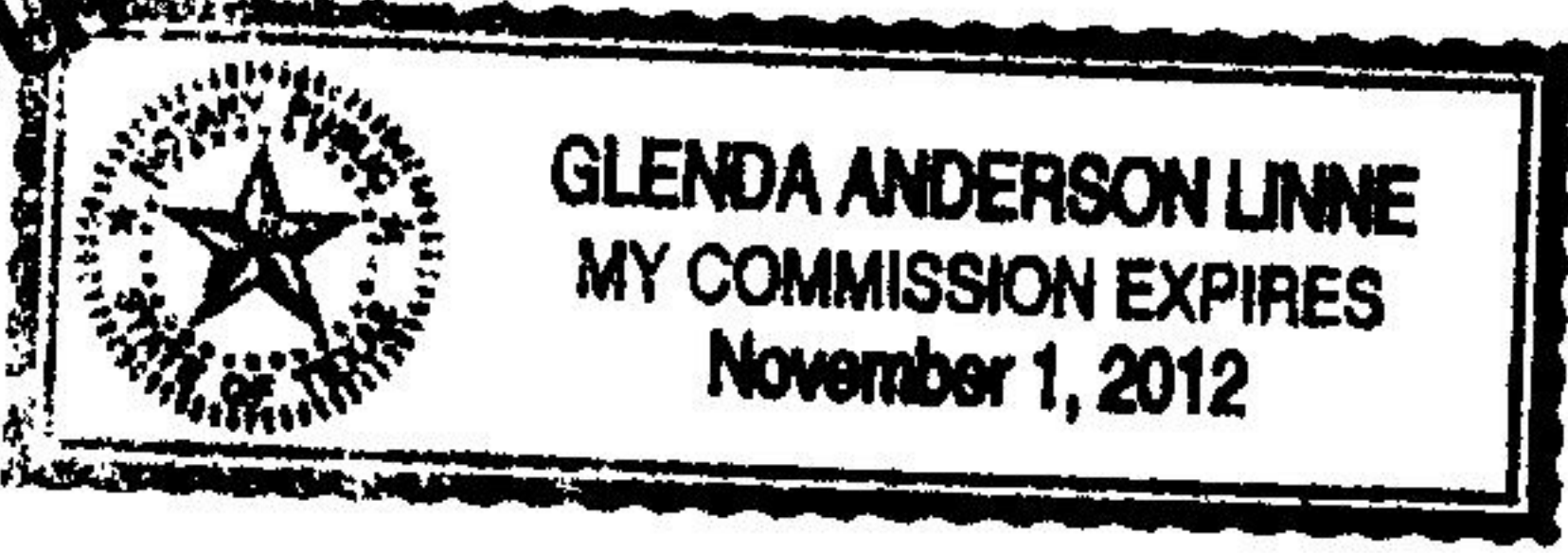
Glenda Anderson Linne
Notary Public in and for the State of Texas

Unofficial Copy

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on Nov 2, 2011 by July Martin.



Glenda Anderson Linne
 Notary Public in and for the State of Texas

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy