

Jun 22 05 10:20a

Burt R. Ford

903-876-9066

P.3

2004-R0066496

COPY

FIRST AMENDMENT TO THE COVENANTS AND RESTRICTIONS ON AND FOR OAK LEAF ADDITION UNIT 2 SMITH COUNTY, TEXAS

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SMITH X

THAT, BURT R. FORD ENTERPRISES, INC., being the owner and developer of the following described property situated in Smith County, Texas:

All those certain tracts or parcels of land, a part of the Elijah J. Debard Survey Abstract No. A- 6 Smith County, Texas being Lots 11-30 of the Oak Leaf Addition Unit 2 according to the plat recorded in Cabinet D Slide 223A, B, of the Plat Records of Smith County, Texas to which plat and the record thereof, reference is here made for all purposes.

In order to insure the use of such premises for attractive residential purposes as set forth in subject Plat, to prevent nuisances and the impairment of the attractiveness of the property and to maintain the desired character of the community, does hereby set out the following restrictive covenants which shall run with the land and be binding upon the owners or any purchasers of said lots as herein provided, their heirs, successors or assigns, to-wit:

A. Prior to construction all construction plans must be submitted to Developer or Architectural Control Committee (ACC) if Developer has appointed one to approve plans in his stead, for approval before any improvements can be constructed on any Lot. Additionally, the Developer or ACC must approve all finished slab elevation for any foundation in the subdivision.

B. All Lots shall be used solely for single family residential purposes and may not be subdivided.

-2-

C. All residences must be of at least seventy percent (70%) brick veneer or stone or other like material. All construction must be new and no existing building or structure, or any part thereof, may be moved onto said property.

D. No mobile homes, trailer house, or any modular house or sheet (tin) metal or tarpaper type buildings or roofs shall ever be permanently placed on said property. No garage, shop or other outbuilding may be built without the completion of a residence first. Additionally, all such buildings must be of similar architectural design and construction as the residence and approved by ACC.

E. Any residence constructed on said property shall contain a minimum of 2,000 square feet of heated and cooled area with a minimum of 2,500 square feet under roof, including garages, carports, porches and patios, with a minimum of a two-car garage or carport with asphalt or better driveway. The front building set back line will be no closer than 30' from the front property line. The side set back will be no less than 10 feet off the side property line. The rear set back line will be at least 25 feet from the rear property line. Side or rear entry garages only shall be permitted. Roof pitches must be at least 8 on 12.

F. No swine, goats, chickens, cows, fowl, sheep or horses shall be raised, bred, or kept on any lot.

G. All residences on all lots must be served by a septic system. The septic system required by the governing authorities will have to be an aerobic system. All systems must be designed by a sanitation engineer and approved by the local authorities. All laws must be strictly adhered to as to the above mentioned system.

H. No sign may be maintained on said tract except one not larger than 72 square inches setting forth the name of the owner or occupants or one "for rent" or "for sale" sign no larger than 216 square inches.

I. No obnoxious or offensive activity which is an annoyance or nuisance to the neighborhood may be conducted on the property. No machinery, trucks, equipment or large tools may be kept, stored or parked on said tract temporarily or permanently except vehicles such as lawnmowers and related tools and machinery, family automobiles, etc., used strictly for family and household purposes or maintenance of the premises. Semi-trailer trucks shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo, may be kept in this addition at any time.

-3-

J. No outside toilets or privies shall be used, constructed or maintained on said tract except during construction. All out structures such as storage rooms, etc., shall be neatly maintained on the outside of said premises.

K. All utilities serving any lot must be underground. All utilities to outbuildings must be underground.

L. No chain link, barbed wire, or other wire type fencing shall be allowed. No chainlink pens or other wire pens may be visible from the street.

M. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part unless approved by 75% of the lot owners. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages. In the event any legal action is taken to enforce any covenant herein contained, the prevailing party shall be entitled to recover damages, court costs, and reasonable attorney's fees.

N. Invalidation of any one of these covenants by Judgment or Court Order shall not affect any other provisions, which shall remain in full force and effect. The violation of any of the restrictions or provisions herein shall not affect the rights of any subsequent bona fide lienholder with a mortgage on any of said property.

The Covenants and Restrictions herinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned, and the respective successors, heirs and assigns until April 30, 2010 and said Restrictions shall be automatically extended thereafter for successive ten (10) year periods unless a three-fourths (3/4) majority of the then owners of the total lots in Oak Leaf Addition Unit 2, shall in writing change or modify the same in whole or in part by action taken during the year 2010 or during the last year of any succeeding ten (10) year renewal period.