AMENDED DECLARATION, RESERVATIONS, CONDITIONS AND RESTRICTIONS AFFECTING PARADISE COVE A SUBDIVISION IN LIMESTONE COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF LIMESTONE §

This Declaration made on the date hereafter set forth by PRECISION HOMES CUSTOM BUILDERS, INC., hereinafter referred to as "DEVELOPER,"

WITNESSETH:

That, WHEREAS, Developer is the owner of that certain property out of the Limestone County, Texas, as shown on a final Plat or Map prepared by Mark Haney, Registered Public Surveyor, designated as "PARADISE COVE" as filed for record in Plat No. 594, Plat Records of Limestone County, Texas.

ARTICLE I

DEDICATION AND RESERVATIONS

NOW, THEREFORE, Developer does hereby subdivide and plat said land into lots as shown on said Map or Plat for the purpose of establishing a subdivision to be known as PARADISE COVE, and does hereby dedicate all streets, utility, drainage and other easements shown upon said Map or Plat to the public, but expressly reserving unto Developer, its successors or assigns, the following rights, titles and easements, which reservations shall be referred to and made a part hereof and construed as being adopted in each and every Contract, Deed or other conveyance executed or to be executed by or on behalf of Developer conveying said property, or any part thereof.

Section 1: Developer reserves the right, but shall have no duty, to construct and maintain, or cause to be constructed and maintained, in, over, upon, along and under any street of PARADISE COVE, and in the easements shown on the Map or Plat of said subdivision, pipes, conduits and appurtenances it may deem necessary and proper for the maintenance of a system of drainage for the subdivision. In such connection and in order to perform any and all functions that in the Developer's opinion are necessary to further or complete the development of PARADISE COVE, Developer reserves the right to come upon and cross any of said land at all reasonable times.

Section 2: Neither Developer nor utility companies using the easements hereinafter referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property situated on the land covered by said easements.

Section 3: It shall be expressly agreed and understood that the title conveyed by Developer to any lot or parcel of land in PARADISE COVE by Contract, Deed or other conveyance shall not in any event be held or construed to include the title to any instrumentalities constructed by Developer or any utility company along any of said streets or easements for the purpose of providing water, gas, storm sewer, electric power, telephone communications or any other utility, to serve any portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly, but not exclusively, reserved in Developer. Developer shall have no duty to construct or maintain any streets, utilities or drainage in the subdivision.

ARTICLE II

EASEMENTS

Developer reserves the utility easements and drainage easements as shown on the heretofore-mentioned Plat, for the purpose of constructing and maintaining utilities of all types, including drainage. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility. Developer shall have no duty to construct or maintain any streets, utilities or drainage in the subdivision.

ARTICLE III

USE RESTRICTION FOR LOTS

Section 1: All lots located in PARADISE COVE shall be used for residential purposes only; and no building shall be erected, altered, placed on or permitted to remain on any lot other than one detached single-family dwelling. No commercial enterprise or business shall be conducted on any lot or tract. No lot or tract shall ever be used for a commercial or public roadway or access to lands adjoining PARADISE COVE, except by written consent of Developer.

Section 2: A residence constructed on any lot in PARADISE COVE must be of brick or wood-frame construction and have a ground-floor area, exclusive of open-air screened porches, terraces, patios, driveways, carports and garages, of at least one thousand five hundred (1,500) square feet. If the house is of two-story construction then the first floor must contain 1200 square feet. No house may be moved onto a lot from another location.

Section 3: Developer has no duty to provide for or construct any domestic water system, utilities or streets in the subdivision.

Section 4: No mobile home, modular, or pre-manufactured home may be placed on any lot. Recreational Vehicles (RV) may be placed on lots only at the following times and under the following circumstances:

1. RVs only may be placed temporarily on a lot during weekends (Friday to Sunday) and on Holidays. In addition, RVs only may be placed on each lot for one vacation period not to exceed 10 days during the summer months of each year. It is the intention of this restriction that no RV become a permanent fixture on any lot and that owners not move RVs from one lot to another in order to expand time periods of RV use. No RV shall be placed within the 50' building set back line identified on the Plat of Paradise Cove field of record.

Section 5: No home may be constructed or placed upon any lot unless it has complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower and kitchen sink, all of with running water; and all such facilities must be connected to the lot owner's private sewerage system in conformity with state and local health regulations. The Developer, its successors and assigns, does not assume (and will never assume) the obligations for constructing a sanitary sewerage system for any lot in PARADISE COVE, and each owner of each lot shall have the sole responsibility to construct his own sewerage facilities and same must be in strict compliance and under permit of the state and County Health Departments or other regulatory agency.

Section 6: No home shall be located on any lot within the fifty foot (50') Building Setback Line identified in the plat of Paradise Cove filed of record. No structure shall be located on Lots 1, 2, 3, 9 or 10, within the drainage easement identified on the plat for Paradise Cove filed of record. Structures on any other lot may not be located closer than five feet (5') from any interior, or side, lot line.

Section 7: The construction of any improvements on any lot shall be completed within nine (9) months from the commencement of construction unless an extension in such time is granted in writing by the Developer, and no structure shall be deemed to be completed until its exterior and interior is painted and otherwise finished in a reasonable manner.

Section 8: Reasonable plans depicting the proposed construction and location of a residential structure and/or any addition to a residence shall be submitted to Developer prior to commencement of construction to allow Developer to determine compliance with those covenants, and approval must be given in writing.

Section 9: No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on a lot any time as a residence, either temporarily or permanently with the exception of Recreational Vehicles (RVs) with those limitations as set out in Article III, Section 4 above. A

temporary building may be placed on the owner's lot only if such building is necessary as a construction shack during original construction of a home.

Section 10: Construction of residences shall only be performed in a good and workmanlike manner by an experienced, reputable home builder. Residences and other buildings on the lot shall be constructed of new materials, neither old nor second-hand houses or buildings shall be moved on the lot nor shall any residence or building be erected on the lot with second-hand lumber or second-hand building materials and all such buildings shall be of solid construction and complete on the exterior and interior.

Section 11: No outside toilet facilities, portable or otherwise, shall be maintained on the lot, except as such temporary facilities are placed upon the lot in connection with construction activity. Any sewage disposal system shall be of a type approved by the county and/or state department of health and shall be maintained by the owner at all times in proper sanitary condition and in accordance with applicable state, county and city laws.

Section 12: A lot shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials must be kept in a clean and sanitary condition.

Section 13: A lot shall not be used to store vehicles which are not in a serviceable or usable condition, nor to store junk, wrecked cars or other similar materials and no inoperable or unlicensed automobile or vehicle shall be parked on any lot or street, nor be permitted to remain thereon. No boats or travel trailers shall be parked, maintained and stored on any lot beyond the building setback line. No commercial tractor (truck) and/or tractor-trailer rig or equipment may be parked or stored on any lot.

Section 14: Dogs, cats or other household pets may be kept provided that they are not kept in commercial quantities, bred or maintained for any commercial purpose. Dogs shall not be permitted or allowed to run or be at large upon any subdivision streets or upon lots owned by persons other than the dog-owner's lot. No other animals shall be kept on any lot or in any structure on any lots. Animals other than dogs, cats and household pets are prohibited.

Section 15: No part of the lot or any improvements situated thereon shall be put to any industrial, manufacturing or other use which may become an annoyance or nuisance to the neighborhood or which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution including but not limited to factories, slaughter houses, tanneries, truck stops, or other uses which are hazardous by reason of the excessive danger of fire or explosion.

Section 16: No part of the lot or any improvements situated thereon shall be used as a theatre, club or store, which theatre, club or store encourages or sells films, serves or wares of a pornographic nature.

Section 17: No obnoxious, offensive, unlawful or immoral activity or use shall be made of any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

Section 18: No spirits, vinous, malt liquors or medicated bitter capable of producing intoxication shall be sold or offered for sale on any lot.

Section 19: No fence or wall shall be placed, constructed or permitted beyond the 50' building set back line. Only cyclone or wood fences may be constructed or placed on any lot without written approval of Developer.

Section 20: All driveway culverts shall conform to any width and cover required or requested by the County or State and shall be constructed of a permanent-type material and installed before lot owner occupies the lot.

Section 21: Building materials shall be stored upon only the owner's lot and no other lot and only in an orderly and neat manner. Such materials shall not be stored beyond the 50' building setback line.

Section 22: The general principal of waste shall apply with regard to all lots so that the excavation of soil for removal to another site is prohibited, and the cutting of trees is restricted to the reasonable clearing of land for the construction of improvements, to remove dead or unsightly trees or for the thinning of trees to improve the growth of the remaining trees, in keeping with sound conservation principles.

Section 23: All improvements placed upon any lot must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

Section 24: No lot may be re-subdivided in a manner that reduces the size of any lot or results in a lot that is smaller in size than the original lot without prior written approval of Developer.

ARTICLE IV

ENFORCEMENT

Section 1: Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 2: The conveyance of all lots in PARADISE COVE shall be made to the proper reservations of oil, gas or mineral interests, and the existence of all rights-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether or not expressly stated or contained in a Deed or Contract for Deed with reference to any of said lots.

Section 3: The above described lots located in PARADISE COVE shall be held, sold and conveyed by Developer, subject to the protective covenants, conditions and restrictions set forth above, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the property and shall be binding upon all parties having any right, title or interest in and to the above described lots, or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

Section 4: This Declaration may be amended at any time by a written document executed by at least two-thirds (2/3rds) of the owners of lots in PARADISE COVE, with the owner of each lot being assigned one (1) vote regardless of multiple owners of a lot. Such amendment document shall be recorded in the Official Public Records of Limestone County, Texas, relating to real estate.

PRECISION HOMES CUSTOM BUILDERS, INC.

BY: Henry Wieghat
Henry Wieghat, PRESIDENT

THE STATE OF TEXAS §

COUNTY OF LIMESTONE §

This instrument was acknowledged before me on the 23rd day of April, A.D., 2008, by H.R.Wieghat, as President of PRECISION HOMES CUSTOM BUILDERS, INC., a Texas Corporation, on behalf of said corporation.

MARILYN K. KOZA
NOTARY PUBLIC
STATE OF TEXAS
Comm. Exp. 11-08-2008

Marilyn Koza
Notary Public, State of Texas

Filed for Record in:
Limestone County

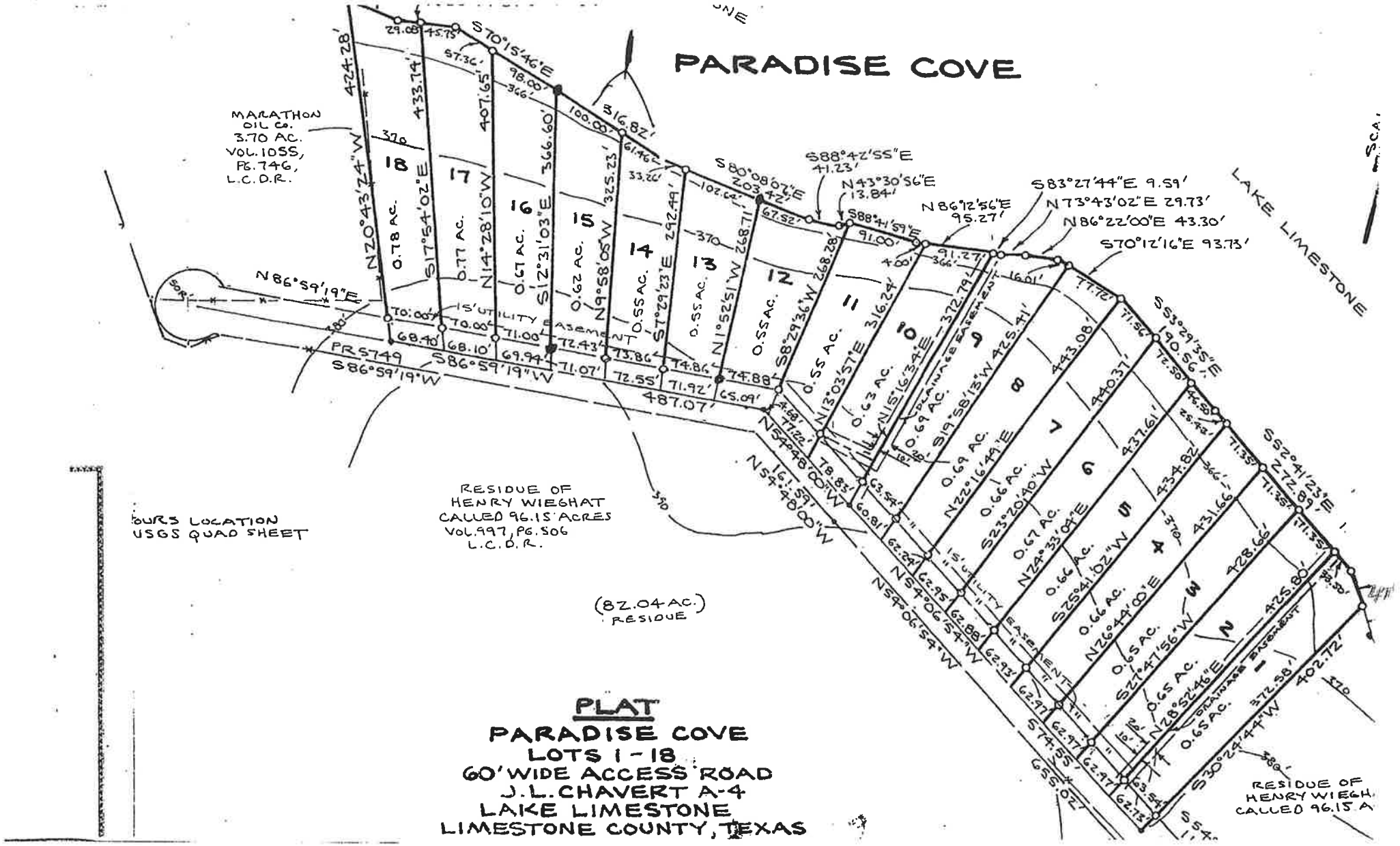
On: Apr 25,2008 at 03:59P

By,Kerrie Cobb

STATE OF TEXAS COUNTY OF LIMESTONE
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Limestone County as stamped hereon by me.

Apr 25,2008

Peggy Beck, County Clerk
Limestone County


PARADISE COVE
MARATHON OIL CO. 3.70 AC. VOL. 1055, PG. 746, L.C.D.R.
RESIDUE OF HENRY WIEGHAT CALLED 96.15 ACRES VOL. 997, PG. 506 L.C.D.R.
(82.04 AC.) RESIDUE
OURS LOCATION USGS QUAD SHEET
LAKE LIMESTONE
PLAT
PARADISE COVE
LOTS 1 - 18
60' WIDE ACCESS ROAD
J.L. CHAVERT A-4
LAKE LIMESTONE
LIMESTONE COUNTY, TEXAS