

*Preston*  
*Recorded 3/21/83 with*  
*Bell Co.*

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE OLD MILL CIRCLE

THE STATE OF TEXAS :  
COUNTY OF BELL : KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, David L Andre and wife, Charlotte L. Andre; Alta Ellen Lackey, a single woman; Harold E. Aldrich and wife, Mary Frances Aldrich; Kenneth F. Simmons and wife, Jacqueline Simmons; Elva Jo C. Stewart, a single woman; Mildred A Raubaugh, a single woman; Jimmy O. Bishop and wife, Peggy Joan Bishop; Hugh M Sherrill, a single man; William E. Hicklin and wife, Jean W. Hicklin; and Q. Ray Gibson and wife, V. Inez Gibson, are the owners or that certain real property in Bell County, Texas, described in Exhibit "A", attached hereto and made a part hereof for all purposes (hereinafter called the Property), subject to the liens, encumbrances, restrictions and other matters of whatsoever nature affecting such property of record in Bell County, Texas;

WHEREAS, the undersigned desire to provide for the preservation of the values and amenities in the Old Mill Circle and for the maintenance of common facilities and areas located on the Property;

WHEREAS, the undersigned desire to assure all owners of Dwelling Units and Lots (both hereinafter defined) located on the Property that open space will be preserved for the benefit of each such owner;

WHEREAS, the undersigned desire to assure all owners of Lots and Dwelling Units located on the Property that property values, open space and common facilities will be maintained;

WHEREAS, to accomplish the objectives set forth hereinabove, the undersigned desire to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOWHEREFORE, the undersigned hereby declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens (hereinafter sometimes called "the covenants and restrictions"), which easements, restrictions, covenants, conditions, charges and liens shall run with the Property and shall be binding on the undersigned, and on all parties having or acquiring any right, title or interest, whether legal or equitable, in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to THE OLD MILL CIRCLE OWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean the Property save and except Lots 8 through 17, The Old Mill Circle, a subdivision in Bell County, Texas, as per the map or plat thereof recorded in Slide \_\_\_\_\_, Page \_\_\_\_\_, Plat Records of Bell County, Texas, and any Dwelling Unit located on any Lot.

Section 3. "Lot" shall mean and refer to any of the 10 Lots described on the map or plat of The Old Mill Circle, a subdivision in Bell County, Texas, as per the plat thereof recorded in Slide \_\_\_\_\_, Page \_\_\_\_\_, Plat Records of Bell County, Texas, on which there is or may be constructed a Dwelling Unit.

Section 4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot and Dwelling Unit, but excluding those having such interest merely as security for the performance of an obligation. The Owner of a Dwelling Unit automatically owns the Lot upon which the Dwelling Unit is situated. No Owner may sell, convey or lease such Owner's Lot, or interest therein, as the case may be, separately and apart from such Owner's Dwelling Unit.

Section 5. "Dwelling Unit" shall mean and refer to the principal residence structure located on a single Lot.

## ARTICLE II

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot and Dwelling Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot and Dwelling Unit. Ownership of such Lot and Dwelling Unit shall be the sole qualification for membership.

### ARTICLE III

Section 1. Voting Rights. The Association shall have only one class of voting membership, which shall consist of each Owner as Defined in Article I. Each member shall be entitled to one vote for each Dwelling Unit and Lot in which he holds the full fee interest. When the full fee interest in any Dwelling Unit and Lot is held by more than one person, all such persons shall be members, and the vote for such Dwelling Unit and Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any Dwelling Unit and Lot.

Section 2. Suspension of Voting Rights. No Owner may exercise a vote hereunder if such Owner is delinquent on the payment of any assessment hereunder on such Owner's Dwelling Unit and Lot, and the President of the Association shall exercise the vote with respect to such Dwelling Unit and Lot.

### ARTICLE IV

#### PROPERTY RIGHTS IN COMMON AREA

Section 1. Members' and Tenants' Beneficial Interest of Enjoyment: Every member in residence, and every resident tenant of a member shall have a beneficial interest of use and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Lot and Dwelling Unit, subject to the following provisions:

(a) the right of the Association to publish rules and regulations governing use of the Common Area and the improvements and facilities located thereon, and to establish penalties for infractions thereof;

(b) the right of the Association to borrow money for the purpose of improving the Common Area and facilities;

(c) the right and duty of the Association to suspend the voting rights of a member for (i) any period during which any assessment against his Dwelling Unit and Lot remains unpaid, and for (ii) a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as provided in Section 2 of Article X hereof, no such dedication or transfer shall be effective unless an instrument signed by the members entitled to cast two-thirds ( $2/3$ ) of the votes of the members has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than fifteen (15) days nor more than fifty (50) days in advance of any action taken; provided, however, that as used herein the right of the Association to dedicate or transfer part of the Common Area shall not include the right to subdivide or otherwise permit construction or development of any portion of the Common Area for sale or commercial use;

(e) the right of the Association to adopt, implement and maintain a private security system for the Property consistent with applicable laws;

(f) the right of the Association to establish rules and regulations governing traffic on the private driveway within the

Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

(g) the right of the Association to regulate noise within the Property, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise;

(h) the right of the Association to control the visual attractiveness of the Property, including without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property.

Section 2. Delegation of Use. Any Dwelling Unit and Lot may be leased to third parties by the Owner or Owners thereof. Where the Owner of a Dwelling Unit and Lot leases to a tenant, all rights of use and enjoyment to the Common Area appurtenant to such Dwelling Unit and Lot shall be vested exclusively in such tenant.

Section 3. Title to the Common Area. The undersigned agree to convey fee simple title to the Common Area to the Association for the benefit and use of the Owners. As a right running with the real property and subject to the provisions of Section 1 of this Article IV, ownership of each Dwelling Unit and Lot shall entail the use, benefit and enjoyment of all of the Common Area, including, but not limited to, walks, pavements, driveways, parking areas, entrances and exits owned by the Association, and there shall always be access by both pedestrians and vehicles to and from each Dwelling Unit and Lot to a street dedicated to public use without hindrance by the Association or other Owners. The Association shall hold

legal title to the Common Area in trust for the benefit and use of the Owners, and may not convey, alienate, hypothecate or mortgage any portion of the Common Area without the consent of all Owners and all holders of first mortgages upon Lots or Dwelling Units.

#### ARTICLE V

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The undersigned hereby covenant, and each Owner of any Dwelling Unit and Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant, to pay to the Association: (1) annual assessments or charges, and (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 (together with such interest thereon, costs of collection thereof and reasonable attorney's fees, as hereinafter provided), shall be a charge on each Dwelling Unit and Lot and shall be a continuing lien thereon. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Dwelling Unit and Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 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 Property and in particular for the improvement, maintenance and preservation of the Property, services, and facilities devoted to said purposes and related to the use and enjoyment of the Common Area, and of the Dwelling Units and Lots situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Area; fire, extended coverage and liability insurance for the Dwelling Units; maintenance of the exterior surfaces of the Dwelling Units, including their roofs, as may from time to time be authorized by the Association; construction of other facilities in the Common Area; mowing grass, caring for the grounds, landscaping, garbage pickup; pest control; streets and driveways; outdoor lighting; security service for the Property; water and sewer service, if any, furnished to the Dwelling Units and Lots by or through the Association; discharge of any liens on the Common Area; payment of any assessment or charges upon the Common Area, or any portion thereof, which the Association shall determine to be necessary or desirable to benefit the Owners; and the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

Section 3. Establishing Annual Assessments. After consideration of current maintenance costs and future needs of the members and the Property, the Association shall levy the annual assessment on each Dwelling Unit and Lot. The annual assessment rate may be changed by the Association from time to time, not more often than once every six (6) months; provided that any such change shall



have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called, written notice of which shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. No amendment shall change the ratio of assessment without the prior written approval of all first mortgagees.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any calendar 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 capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Sections

3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of the votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half

(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Dwelling Units and Lots, and annual and special assessments may be collected, in the discretion of the Association, on a monthly basis, i.e., 1/12th of the annual assessment on each Dwelling Unit and Lot each month (but in no event more often than once each calendar month), or annually in advance.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Dwelling Units and Lots on the first day of the month following recording of this document in Bell County, Texas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Dwelling Unit and Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Dwelling Unit and Lot have been paid. A reasonable charge may be made by the Association for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. The Association shall suspend the voting rights of a member for any period during which any assessment against his Dwelling Unit and Lot remains unpaid. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest permitted by law and such assessment and interest shall become a continuing lien on the Dwelling Unit and Lot which shall bind such Dwelling Unit and Lot in the hands of the then Owner, his heirs, devisees, personal representative and assigns. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Dwelling Unit and Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder. No Owner may waive or otherwise escape liability for the assessments provided for herein by leasing his Dwelling Unit and Lot, by non-use of the Common Area, or by abandonment of his Dwelling Unit and Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Dwelling Unit and Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Dwelling Unit and Lot. Sale or transfer of any Dwelling Unit and Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Dwelling Unit and Lot pursuant to a foreclosure under such purchase-money or improvement mortgages shall extinguish the lien of such assessment as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve such Dwelling Unit and Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Insurance.

(a) The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. The Association shall also obtain and maintain hazard insurance at replacement value for any improvements and items of personal property in the Common Area held by the Association. Said insurance may include coverage against

vandalism. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Association and the Owners in accordance with the terms of this Declaration, and the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance. It shall be the individual responsibility of each Owner at his own expense to obtain and maintain hazard insurance at replacement value for his Dwelling Unit. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, liability insurance, theft insurance, and other insurance covering personal property damage and loss.

(b) In the event of damage or destruction by fire or other casualty to any Dwelling Unit, each Owner shall have the duty and obligation to repair or rebuild such damaged or destroyed portions of the Dwelling Unit in good workmanlike manner in conformance with the original plans and specifications of said Dwelling Unit.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of a Dwelling Unit upon the Dwelling Units and placed on the dividing line between Lots or Dwelling Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of a Dwelling Unit shall not cut through or make any penetration through a party wall for any purpose whatsoever without prior written consent of the adjoining owner affected by such penetration.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with land and shall pass to such Owner's successors in title.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced or erected upon any Lot, nor shall any exterior addition to or change or alteration therein or to any Dwelling Unit be made until the plans and specifications showing the nature, kind, shape, height,

materials, and location of the same shall have been submitted to and approved in writing by the Association, as to harmony of external design and location in relation to surrounding structures and topography. Plans and specifications shall be submitted to the Association for approval or disapproval, or by an architectural committee composed of two (2) or more representatives appointed by the Association. In the event the Association or its appointed representatives fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, such plans and specifications will be deemed disapproved.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association (or its representative) shall have the right to enter any Lot and/or Dwelling Unit for the purpose of performing its duties hereunder and shall provide exterior maintenance upon each Dwelling Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (excluding glass, windows, light bulbs, awnings, door fixtures and hardware), trees, shrubs and grass (except as otherwise provided in Section 12 of Article IX hereof), outdoor lighting, walks, driveways, parking areas, and other exterior improvements. The necessity for exterior maintenance shall be determined solely by the Association. Maintenance and repair of all other areas and items shall be the sole responsibility of the individual Owner,

unless the Association shall determine, in the Association's sole discretion, that maintenance, repair or care of other items or areas by Association or its representative would be in the best interest of the Owners.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and is not covered or paid for by insurance on such Dwelling Unit, the cost of such maintenance or repairs shall be paid by the Owner or added to and become a part of the assessment to which such Dwelling Unit and Lot is subject.

#### ARTICLE IX

##### USE RESTRICTIONS

Section 1. Except for existing Dwelling Units, all buildings or structures on the Property shall be of new construction.

Section 2. The Lots and Dwelling Units shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof.

An owner or resident shall not use a Lot or Dwelling Unit in such a manner so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

Parking areas shall be used for the parking of operative vehicles only. No parking area shall be used for a storage area for anything judged to be a nuisance by the Association or its appoint representative.

No drilling, digging, quarrying or mining operation of any sort shall be permitted on any Lot.



No Owner may engage in any activity within the Property which has the effect of increasing premiums for any insurance carried by the Association.

Section 3. No buildings other than a Dwelling Unit similar to that now in existence shall be constructed on any Lot.

Section 4. No building or structure shall be moved onto any Lot.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be permitted on any Lot at any time.

Section 6. No advertising signs (except one "For Sale" sign), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on a Lot.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Dwelling Unit, except dogs, cats or other common household pets, provided that they are not kept, bred or maintained for any commercial purposes. All permitted household pets shall be kept inside the Dwelling Unit and Lot at all times, except that pets may be taken to the Common Areas if such pets are and remain leashed at all times when outside a Dwelling Unit and Lot.

Section 8. All rubbish, trash, or garbage from a Lot shall be kept in areas designated for such purposes by the Association and shall be regularly removed from the Lot, and shall not be allowed to accumulate thereon.

Section 9. Without prior written authorization of the Association no television or radio antennas, or flagpoles of any sort shall

be placed, allowed or maintained on any Dwelling Unit or Lot, nor upon any structure situated upon the Property.

Section 10. All fixtures and equipment installed within a Dwelling Unit, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the Dwelling Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Dwelling Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Dwelling Units or their Owners.

Section 11. No vehicle, other than licensed, operable passenger cars, vans, pickup trucks or motorcycles, shall be parked in Common Areas. No vehicles shall be parked so as to obstruct ingress and egress by Owners, their families, guests and invitees except for emergency purposes. Parking areas are not intended for parking or storing boats, trailers, camping units, personal vehicles or anything judged to be a nuisance by the Association, and the Association may insure the proper use of said areas in such manner it deems necessary.

Section 12. Except in the individual patio area made a part of a Dwelling Unit, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Common Areas. As used in this Declaration, the term "patio" shall mean the private space enclosed by a fence or wall within a Lot. All other area outside of a Lot, shall be deemed to be a part of the Common Area for all purposes, including

without limitation, maintenance, care and regulation by the Association. Maintenance, upkeep and repairs of any patio and the interior surfaces of any fences or walls enclosing any patio shall be the sole responsibility of the individual Owner and not in any manner the responsibility of the Association.

#### ARTICLE X

##### EASEMENTS

Section 1. Each Dwelling Unit and Lot and the properties included in the Common Area shall be subject to an easement for encroachments created by construction, settling and over-hang of the structures now existing or hereafter built by the Association. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. Said easement shall not be considered an unlimited easement and the final decision as to the reasonableness of such easement shall rest with the Association.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Property for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity, gas and cable television. Also, there is hereby created a blanket easement upon, across, over and under all of the Property for ingress and egress for the purpose of maintaining building exteriors and landscape, shrubs and grass. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits, or other service lines on, above, across and under the roofs and exterior walls of the

Dwelling Units. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the Property until approved by the Association; provided, however, that no approval of any Owner shall be required. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement on the Property by separate recordable instrument, the Association thereafter, without the joinder or consent of any Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof.

Section 3. The Owners of the respective Dwelling Units and Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Dwelling Units and Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Dwelling Unit and Lot.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by

the Association or by any Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenants or restriction.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision hereof and all such other provisions shall remain in full force and effect.

Section 3. Term, Termination and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Dwelling Unit and Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that in the event an instrument signed by members entitled to cast not less than two-thirds (2/3) of the votes of the members and declaring that this Declaration shall be terminated is filed for record in Bell County, Texas, at least one hundred twenty (120) days before the expiration of the initial twenty-five (25) year period or any subsequent ten (10) year period, then this Declaration shall terminate at the end of such 25-year period or such 10-year period, as the case may be. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by members entitled to cast not less than eighty percent (80%) of the votes of members. Any amendment must be properly recorded in Bell County, Texas.

In witness whereof, the undersigned, being the sole and only owners of all property subject to these declarations, have executed the same on this 30th day of December 1982

David L. Andre  
David L. Andre

Charlotte L. Andre  
Charlotte L. Andre

Alta Ellen Lackey  
Alta Ellen Lackey, a single woman

Harold E. Aldrich  
Harold E. Aldrich

Mary Frances Aldrich  
Mary Frances Aldrich

Kenneth G. Simmons  
Kenneth G. Simmons

Jacqueline Simmons  
Jacqueline Simmons

Elva Jo Stewart  
Elva Jo Stewart, a single woman

Mildred A. Raubaugh  
Mildred A. Raubaugh

Jimmy O. Bishop  
Jimmy O. Bishop

Peggy Joan Bishop  
Peggy Joan Bishop

Hugh M. Sherrill  
Hugh M. Sherrill, a single man

William E. Hicklin  
William E. Hicklin

Jean W. Hicklin  
Jean W. Hicklin

Q. Ray Gibson  
Q. Ray Gibson

V. Inez Gibson  
V. Inez Gibson

All that certain tract of land out of the G. F. Lankford Survey, Abstract No. 510, in Bell County, Texas, and being out of and a part of a certain 280.28 acre tract described in a Deed from Harry C. DeGrummond to Hugh M. Sherrill and of record in Vol. 874, Page 544, of the Deed Records of Bell County, Texas, and being more particularly described as follows: BEGINNING at the northeast corner of that certain 3.90 acre tract described in a Deed to Clifton Pyle and of record in Vol. 994, Page 491 of the Deed Records of Bell County, Texas, an iron pin for the southeast corner of this;  
THENCE along the west margin of a road (width 50 ft.) N. 21 deg. 40' E 142.4 ft. an iron pin; and N. 1 deg. 22' E. 225.1 ft. to an iron pin for the northeast corner of this;  
THENCE N 89 deg. 57' 38" W 325.68 ft. to an iron pin for the northwest corner of this;  
THENCE S 8 deg. 19' 55" W 360.66 ft. to an iron pin in the north line of said 3.90 acre tract for the southwest corner of this;  
THENCE S 89 deg. 52' E 320 ft. along the north line of said 3.90 acre tract to the place of beginning, containing 2.775 acres.

EXHIBIT A