

That CLASSIC, INC., being the owner of SUMMER PLACE, SECTION TWO, a subdivision in Limestone County, Texas, as shown on a plat of said subdivision recorded Plat Cabinet 1, page A-42, Plat Records of Limestone County, Texas, does hereby impress all of the lots included in such subdivision with the following restrictions which shall constitute covenants running with the land, to-wit:

1. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighbor.
2. Disposition of human wastes and other sewage shall be by sewer facilities as licensed by the Brazos River Authority and built in accordance with the latest standards and criteria established by the Texas Department of Health.
3. No lot shall be used for any purpose other than residential or non-commercial recreation, except Lot 48, which may, at CLASSIC'S option, be used for the construction of a boat ramp for the private use of the lot owners in SUMMER PLACE SUBDIVISION.
4. No lot shall be used for any commercial purpose or in connection with any commercial, professional or business activity to which the general public is invited, except Lot 48, which may, at CLASSIC'S option, be used for the construction of a boat ramp for the private use of the lot owners in SUMMER PLACE SUBDIVISION.
5. All construction shall be of a permanent residential nature and shall consist of no less than 1000 square feet of living area; shall be finished in good quality siding (no tar paper, rollback siding or similar materials), and asphalt shingles or equivalent for roofing.
6. No structure of a temporary character, mobile home, trailer or portable building shall be placed upon the property, either temporarily or permanently, except temporarily in connection with residential construction.
7. No hunting shall be permitted on the property, nor shall the discharge of firearms thereon be permitted.
8. No cows, horses, pigs or hogs, sheep, goats, poultry or other animals or livestock shall be kept, bred or maintained on any portion of the property. Dogs and cats may be kept or maintained on the property, but not for commercial purposes.
9. No trash, ashes or other refuse may be thrown or dumped on any tract; no tract shall be used for the storage of cars, trucks, machinery or materials of any kind.
10. Docks and facilities on the lake must be installed and maintained in accordance with the Brazos River Authority Regulations for Governance of Lake Limestone.
11. A utility easement is reserved five feet (5') either side of each interior lot line for water, electric service and other utility service lines.

12. No structure shall be constructed closer than twenty-five (25') feet to the front property line, nor closer than five (5') feet to a side property line. Reference is made to the Brazos River Authority Regulations for Governance of Lake Limestone for restrictions on construction below certain designated elevations or within certain designated horizontal distances from the lake. Sideline distance restrictions and sideline utility easements shall not apply in the event of common ownership of more than one lot, however, no more than one residential unit per lot may be constructed on any group of lots under common ownership. In such instances, the sideline restrictions shall be five (5') feet from the sidelines of the total common ownership.

ENFORCEMENT: The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

DURATION AND AMENDMENT: These covenants, restrictions and conditions shall be binding upon all Owners of lots in said subdivision, their heirs, legal representatives and assigns for a period of twenty-five (25) years from the date hereof, after which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the lots in said subdivision has been recorded in the Deed Records of Limestone County, Texas, agreeing to change said covenants in whole or in part, and no act or omission by the Owner of the subdivision, its successors or assigns, or by the Owners of the lots, shall be a waiver of the operation or enforcement of these restrictions and conditions.

EXECUTED this the 10th day of October, 1981.

ATTEST:

CLASSIC INCORPORATED

Robert T. Reed
Secretary (Assistant)

Frank Thurmond
FRANK THURMOND, President

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared FRANK THURMOND, President of CLASSIC INCORPORATED, a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of October, 1981.



Rosemary Albritton
Notary Public in and for
Brazos County, State of Texas

My Commission Expires: 5-17-84

ROSEMARY ALBRITTON
(Typed or Stamped Name of Notary)

That CLASSIC, INC., the developer of SUMMER PLACE, SECTION TWO, a subdivision in Limestone County, Texas, as shown on a plat of said subdivision recorded Plat Cabinet 1, page A-42, Plat Records of Limestone County, Texas, does hereby release and forego a portion of the restrictions affecting such subdivision, such restrictions being duly recorded in Volume 679, Page 790, Deed Records of Limestone County, Texas, to wit:

1. Paragraph 3. of such restrictions is hereby amended so as to read as follows:

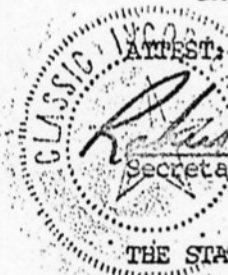
"3. No lot shall be used for any purpose other than residential or non-commercial recreation."

2. Paragraph 4. of such restrictions is hereby amended so as to read as follows:

"4. No lot shall be used for any commercial purpose or in connection with any commercial, professional or business activity to which the general public is invited."

The intent of CLASSIC, INC. by making the foregoing revisions to such restrictions is to forego and give up its right to use Lot 48 for the construction of a boat ramp as set forth in the original restrictions. Said Lot 48 shall be and remain subject to all of the remaining restrictions as set forth therein.

DATED this 16th day of May, 1983.

ATTEST:

Robert R. Reese
Secretary (Assistant)

CLASSIC INCORPORATED
Frank Thurmond
FRANK THURMOND, President

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared FRANK THURMOND, President of CLASSIC INCORPORATED, a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of May, 1983.

Dorothy J. Lydell
Notary Public in and for
Brazos County, State of Texas
My commission expires: 5/27/85
