

UNIT #2

14963

First Madison Corporation
By: Kenneth Z. Bond, President

To
The Public

Amendment to Add Restrictions
Dated: September 22, 1972
Filed:
Recorded:
Deed Records, Smith County, Texas

VOL 1426 PAGE 589

THE STATE OF TEXAS 1
COUNTY OF SMITH 1

KNOWN ALL MEN BY THESE PRESENTS:

That First Madison Corporation, a Texas corporation, being the developer of the property shown on the Plat of Unit No. 2 "L" Cra-Mar Estates Subdivision of Smith County, Texas, as recorded In Vol. 6, Page 170, Plat Records of Smith County, Texas, having found that appropriate restrictions, covenants and conditions have not been filed for record prior to this time,
and further stating that none of the lots have been deeded as of this date, does hereby impress each of the specifically numbered lots designated on said Plat and with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the subject premises:

FILED
ERNEST CHRISTIAN
COUNTY CLERK
EP 27 11 25 AM '72
SMITH COUNTY, TEXAS
BY *Charles McClellan*
DEPUTY



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COUNTY CLERK'S OFFICE

HIDE-A-WAY BAY
DEVELOPMENT RESTRICTIONS

1. No lot shall be used for other than residential purposes, and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction; any additional cutting of trees shall be done only upon written approval of First Madison Corporation, its successors and assigns.

2. No buildings, fence or structure of any kind shall be located on any lot nearer to the front than twenty-five (25) feet, and no building nearer than twenty-five (25) feet to rear lot line and no nearer than fifteen (15) feet from one side lot line and six (6) feet from the other side line, except, however, that as to lots which are immediately adjacent to Lake Palestine, buildings or improvements may be constructed thereon to a point ten (10) feet distant from the 355' elevation line. The floor area of any dwelling or cottage, exclusive of garage, porches, and basement, shall not be less than the following:

All waterfront lots 1,200 sq. ft.
All other lots 1,000 sq. ft.

3. No structure of a temporary character, trailer, mobile home, camper, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time, as a residence, either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve. All improvements shall be completed within six (6) months from the beginning of construction. No out-houses shall be permitted on any part of the property; all lavatories, toilets, and bath facilities shall be installed indoors.

No installation for the disposal of sanitary sewage shall be constructed or operated, unless the installation shall meet and continue to meet all the requirements of every governmental authority having jurisdiction, and shall have been approved in writing by First Madison Corporation or its successors or assigns. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied. Garbage on the premises shall be kept in water-tight containers with tight fitting covers, and no cans, bottles, paper, trash or rubbish shall be placed, deposited, accumulated or thrown on the ground or in any place except a proper container as aforesaid.

4. No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any lot except by permission of First Madison Corporation, excepting dogs, cats or other household pets provided they are not a nuisance to area property owners. Fires must be contained, enclosed, and carefully supervised. Use of firearms on the premises is prohibited except in areas that may be designated for such purpose by First Madison Corporation, its successors and assigns.

5. No building, pier or boathouse shall be erected on any lot until the plans, specifications, and plot-plan therefore have been approved in writing by First Madison Corporation, its successors and assigns, and any governmental authority having jurisdiction. Driveways crossing side ditches shall be constructed to a minimum width of ten (10) feet with culvert pipe drains laid to the profile of the ditch invert. No culvert pipe shall be smaller than twelve (12) inches in diameter.

6. First Madison Corporation reserves to itself, its successors and assigns, an easement or right of way over a ten (10) foot strip inside and adjoining the rear and street boundary lines of all lots in the subdivision, for the purpose of installation or maintenance of utilities and CATV system, including, but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines therefore, including the right to remove and trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation on the part of First Madison Corporation to supply such services. No



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buildings, structures or fences shall be constructed or maintained on, across or along such easement strips.

7. No noxious, immoral, illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision in which said lot is located.

8. No sale, transfer, lease, or other disposition of any lot in the Hide-A-Way Bay Subdivision shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member of the Hide-A-Way Community Living, Inc., its successors or assigns, and hereinafter referred to in Paragraph 9. This restriction shall not apply, however, to lending institutions who may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly-probated Will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. However, in the event of a transfer of title by virtue of foreclosure, probate of Will, or intestate succession, First Madison Corporation, its successors or assigns, shall have an absolute right of first refusal to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer or convey the same; provided, however, that First Madison Corporation, its successors or assigns, must within thirty (30) days from the date of a transfer of title to such lot by virtue of foreclosure, probate of Will, or intestate succession, or within thirty (30) days after written notice to First Madison Corporation, Its successors or assigns, Off such transfer, whichever last occurs, give written notice to any such transferee or transferees, in the event that such transferee or transferees shall decide to sell, transfer or convey said lot, if such written notice to purchase is not given, as above stated, within said thirty (30) day period by First Madison Corporation, its successors or assigns, the absolute right as aforesaid of First Madison Corporation, Its successors or assigns, to purchase said lot shall be waived and shall be of no force or effect.

9. Upon acceptance of an application for membership in Hide-A-Way Community Living, Inc., a Non-Profit Organization; its successors or assigns, and the simultaneous acceptance of a Deed, each owner shall become a member of Hide - A-Way Community Living, Inc., operated for the purpose of providing the members with recreation facilities in the area and for maintenance and repair of roads, lanes, drainage and other facilities for the common benefit of lot owners.

Said membership shall be conditioned upon observance of the rules and regulations established by said club for the benefit and general welfare of its members and for the official operation thereof. Ownership and operation of said club may be conveyed and granted to at I members of said club on or before the time at I lots in the subdivision have been sold.

Said membership shall also be conditioned upon payment, when due, of such dues, fees, and charges as the club shall find necessary for the maintenance of the club facilities and services, including but not limited to the maintenance of lanes, roads, parks, and lakes and any other services and benefits which said club may provide for the benefit of the lots, club facilities, and members. fly the acceptance and retention of title to any lot in the Hide-A-Way Pay Subdivision, each Grantee, his heirs and assigns who are or become members of Hide-A-Way Community Living, Inc. do hereby covenant and agree that Said Hide-A-Way Community Living, Inc., Its successors and assigns shall have a lien upon the subject lot or lots second only to liens for taxes and any duly-recorded mortgage to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney's fees Incurred in connection with the collection of the same, it being agreed and understood that this covenant and agreement shall be in addition to and shall not be affected by such contracts, security agreements, and applications as such Grantees, their heirs or assigns may enter into with Hide-A-Way Community Living, Inc.

10. Notwithstanding anything to the contrary contained herein, First Madison Corporation, Its successors and assigns, reserves for itself and Its designated agent or agents the right to use any unsold lot or lots in said Subdivision for a temporary office location and the right to place a sign or signs on any unsold lot In the subject Subdivision, together with further right to dedicate and/or use such lots In said Subdivision as they may deem necessary or desirable for the use or benefit of property owners.



II. These restrictions, covenants and conditions may be enforced by First Madison Corporation, and/or Hide-A-Way Community Living, Inc., their successors or assigns, or by the owner or owners of any lot in said Subdivision, either by proceedings for injunction or to recover damages for breach thereof, or both, but no breach hereof shall affect the validity of any mortgage, vendor's lien, deed of trust or mechanic's-materialmen's contract given in connection with purchase of any lot of construction or improvements thereon.

12. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of such restrictions, covenants, and conditions being first impressed upon said property and Subdivision, after which time said restrictions, covenants, and conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the lotowners in said Subdivision has been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part.

If any portion of these restrictions, covenants, and conditions shall be declared invalid by judgment or Court Order, it shall not affect the validity of any other provision or portion thereof.

13. The owner of each lot shall keep it free of trash, weeds and debris at all times. Upon failure to perform such obligation, First Madison Corporation may at its option have the lot cleaned, and the expenses thereof shall be and constitute a lien upon said lands payable by owner of said lot. No signs may be maintained on any lot except as approved in writing by the First Madison Corporation.

14. Golfers shall have the right to retrieve their golf balls from any lot. Each lot owner, by the purchase of a golf course lot, agrees to waive any claim for damages and to hold First Madison Corporation, its successors and assigns, harmless from liability with respect to any claim for damages to persons or property arising out of or resulting from golf balls being hit and/or retrieved from his lot or lots.

15. All facilities for storage of butane, propane and other similar petroleum products shall be constructed underground; such facilities and the installation thereof shall be subject to prior approval of First Madison Corporation, its successors or assigns.

16. First Madison Corporation, its successors and assigns, may dedicate, for public use, any roads, streets, lanes and alleys in the Subdivision.

17. If, notwithstanding the requirement of membership in Hide-A-Way Community Living, Inc., its successors or assigns, as a condition to the acquisition of title to any lot or lots in said Subdivision, title to any of said lots shall in some manner be acquired by a party who has not been approved for membership in the Hide-A-Way Community Living, Inc. referred to in Paragraph

8 hereof or if any lot owner shall cease to be a member of the said Club, then, nevertheless, said lot owner, on behalf of himself, his heirs or assigns, does hereby covenant and agree that they will bear and pay such portion of the specific expenses required and expended by Hide-A-Way Community Living, Inc., its successors and assigns solely for the maintenance of the lanes, roads, parks, lakes, and the furnishing of security protection that they would otherwise be required to pay if they were then in fact a member of such Club and as determined by the accountant for such Club, Further, by the acceptance and retention of title to any lot or lots, each Grantee, on behalf of himself, his

heirs and assigns, does hereby covenant and agree that said Hide-A-Way Community Living, Inc., its successors and assigns, shall have a lien upon the subject lot or lots second only to liens for taxes and any duly-recorded mortgage to secure the payment of the aforementioned expenses, including Court cost and reasonable attorney's fees incurred in connection with the collection of the same.



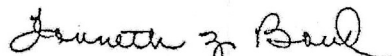
If any portion of those restrictions, covenants, and conditions, shall be declared invalid by judgment or Court order, It shall not affect the validity of any other provision or portion thereof,

EXECUTED THIS 22nd day of September, 1972.

(Corp. Seal)
ATTEST:


James J. Coles
Assistant Secretary

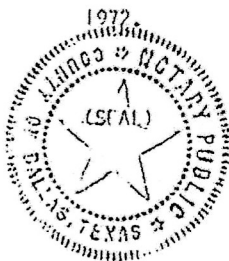
FIRST MADISON CORPORATION

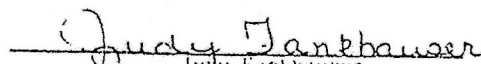

BY: Kenneth Z. Bond, President

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public In and for said County and State, on this day personally appeared KENNETH Z. BOND, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST MADISON CORPORATION, a corporation for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL Or OFFICE this the 22nd day of September,




Judy Fankhauser
Notary Public in and for
Dallas County, Texas

FILED AT 11:25 O'CLOCK A-M. ON THE 27 DAY OF Sept. 1972
RECORDED AT 2:42 O'CLOCK P. M. ON THE 9 DAY OF Oct. 1972
ERNEST CHRISTIAN, COUNTY CLERK, BY Ann Mc Coy DEPUTY



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