

DECLARATION OF COVENANTS AND RESTRICTIONS

This Updated Edition of the Declaration of
Covenants and Restrictions of the Association
Was Reviewed and Ratified at the Annual Meeting
of January 31, 2009

Respectfully Submitted, The Board of Directors

January 31, 2009

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration is made this 9th day of January, 1980 by H. ROOT COMPANY, hereinafter called Developer and THE LAIR COMPANY, INC., the lienholder on the herein described property.

W I T N E S S E T H:

WHEREAS Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with drives, parking, landscaping, and other common facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said drives, parking, landscaping and other common facilities; and to this end, desires to subject the real property described in Article II 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; and,

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Texas, as a non-profit corporation, Windwood Place of Canyon Home Owner's Association, Inc., for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

[EDITOR'S NOTE: The original copy of this Declaration is filed in the Property Deed Records, Randall County, Texas, at Volume 702, Pages 527 *et seq.*]

ARTICLE 1

Definitions

Section 1. The following words when used in this Declaration or Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Windwood Place of Canyon Home Owner's Association, Inc., its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties, as described in Article II hereof, as are subject to this Declaration.

(c) "Common Properties" shall mean and refer to those areas of land shown as such on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean and refer to the record owner, either one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(g) "Developer" shall mean and refer to H. ROOT COMPANY, its successors and assigns if such successors and assigns should acquire

more than one undeveloped Lot from the Developer for the purpose of development.

ARTICLE II

Property Subject to this Declaration

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Canyon, Randall County, Texas, and is more particularly described as follows:

All of Lot 6, Block 6, Hunsley Hills, Part A Special 4 First Section in Section 31, Block B-5, H.&G.N. R.R. Survey, Canyon, Randall County, Texas, described by metes and bounds to-wit:

BEGINNING at an "X" chiseled in concrete marking the intersection of the Northwesternly line of South Ridge Dr. and the Southwesternly line of Hunsley Hills, Blvd., said point being the Southeasterly corner of said Block 16 and this Tract;

THENCE S 71 degrees 58' 37" W., along said line of South Ridge Dr., 417.00 ft. to an iron rod marking the Southeasterly Corner of Lot 1, Block 16;

THENCE N. 16 degrees 30' 15" W., 160.10 ft. to an iron rod marking the Southeasterly corner of Lot 2, Block 16;

THENCE N. 08 degrees 47' 31" E., 174.60 ft. to an iron rod marking the Southeasterly corner of Lot 3, Block 16;

THENCE N. 26 degrees 33' E., 233.00 ft. to an iron rod set in the Southwesternly line of Hunsley Hills Blvd. marking the most Northerly corner of Block 16 and this Tract, said point being in a non-tangent curve concave to the Southwest whose center point bears S. 28 degrees 51' 53" W., 548.69 ft.'

THENCE Southeasterly along said curve in Hunsley Hills Blvd. an arc distance of 325.85 ft. to an iron rod;

THENCE S. 26 degrees 29' 33" E., along Hunsley Hills Blvd., 196.00 ft. to the PLACE OF BEGINNING and containing, 3.218 acres of land more or less.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record

owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one voter be cast with respect to any such Lot.

[Class B membership was assigned to the Developer and, according to Section 2 of Article III ceased on December 31, 1981.]

ARTICLE IV

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the Common properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. [This section terminated December 31, 1981, with the Developer's conveyance of the Common Properties to the Association.]

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties; and,

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment and voting rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(d) the right of the Association to charge reasonable fees for the maintenance of the Common Properties, and to limit the number of guests of Members; and,

(e) the right of the Association to dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless (1) an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of each class of membership has been recorded, agreeing to such dedication, sale, transfer, purpose or condition; (2) written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and (3) written approval has been obtained from the City of Canyon, as may be required by state law and/or municipal ordinances.

Section 4. Right to Delegate. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Property and

facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE V

Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it within the Properties hereby covenants and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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 Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereon.

In addition to maintenance upon the Common Properties, the Association may provide maintenance on the private grounds, trees and shrubbery lying between the Common Property and the building set-back line and the private grounds, trees and shrubbery lying Northeasterly of the privacy wall along Hunsley Hills Blvd. and Southeasterly of the privacy wall along South Ridge Dr., and may additionally provide operation and maintenance of a sprinkler system, pipes and other equipage thereon.

Section 3. Basis and Maximum of Monthly Assessments. Until the year beginning January 1, 1981, the monthly assessment shall be \$50.00 per Lot on all Lots. From and after January 1, 1982, the monthly assessment may increased or decreased by vote of the Members, as hereinafter provided, for the next succeeding year and at the end of each year for each succeeding year. [Note: The assessment was increased to \$65.00 per month at the Annual Meeting of January, 1996, and was further increased to \$75.00 per month effective January 1, 2002, at a special meeting of October 20, 2001.]

From and after January 1, 1981, (but only when the same shall become bona-fidely necessary to provide additional funds to perform the services furnished by the Association) the maximum monthly assessment may be increased each year not more than ten per cent (10%) above the maximum assessment for the previous year, by the Board of Directors of the Association, without a vote of the membership.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount than the maximum assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 hereof, the Association may levy in any assessment 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 described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, and written notice of such meeting shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Monthly Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and such notice shall set forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of each class of membership 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 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments, Due Dates. The monthly assessments provided for herein shall commence on the

first day of the month following the conveyance of the Common Properties, and shall continue for each of the months remaining in the calendar year. The Board of Directors shall fix the amount of the monthly assessment at least thirty (30) days before each January 1st. Written notice of the monthly assessment shall be sent to every Owner or Member subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessment. Personal Obligation of the Owner; The Lien; Remedies of Association. If an assessment is not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property assessed which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the assessed property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the

assessments provided for herein for non-use of the Common Properties or abandonment of his 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 now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (b) all Common Properties as defined in Article 1, Section 1 hereof.

Section 11. Insurance. (a) The Board of Directors of the Association may obtain and continue in effect blanket property insurance to insure the structures and improvements in the Common Properties against loss or damage by fire or other hazards as are covered under standard extended coverage provisions and said insurance may include coverage against vandalism, in an amount equal to the maximum replacement value of such structures and improvements.

(b) The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits it shall deem advisable, insuring the Association, its Board of Directors, agents and employees, and each owner from and against liability in connection with the Common Properties.

(c) All costs, charges and premiums that the Board of Directors are hereinabove authorized to provide shall be a common expense of all owners and shall be a part of the maintenance assessment.

(d) The Board of Directors may, if it so elects from time to time, obtain a master policy providing fire and extended coverage casualty insurance to insure the improvements on all Lots at full replacement value as determined by the Board of Directors. The Association shall be a named insured on such master policy. Each Owner's share of premiums for such master policy shall be payable to the Association as may be determined by the Board of Directors and shall become a special assessment against each Owner.

(e) In the event the Board of Directors elects not to procure a master policy providing fire and extended coverage insurance casualty insurance on all lots, then each Owner shall, at this own cost and expense, obtain and continue in effect fire and extended coverage insurance on the improvements upon his lot in an amount equal to the maximum replacement value of said improvements as determined by the Board of Directors, and the Association shall be named insured on such policy or policies. Each owner shall on demand provide the Board of Directors of the Association with a certificate of insurance, showing that such policy is in force and effect and the expiration date thereof.

(f) Should any owner fail to provide the Association with a certificate of insurance as provided in Subparagraph (e) above, or shall fail to provide the Association with such certificate of insurance at least ten days prior to the expiration date of any existing policy, the Board of Directors may obtain such insurance for the owner and the premium cost therefor shall become a special assessment against the owner, which shall immediately become due.

ARTICLE VI

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes and attached garages upon the Properties and placed on the dividing line between the Lots 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 of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

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 proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of the Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protections against such elements.

Section 5. Right to Contribution Runs with Land. The rights of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each of the parties shall appoint an arbitrator and the two appointed shall select a third arbitrator within thirty (30) days. The award of any two arbitrators shall be conclusive upon the parties and shall be made

within thirty (30) days after the appointment of the third arbitrator. Each party shall pay the expenses of the arbitrator selected by him, and the expenses of the third arbitrator shall be shared equally by the parties.

ARTICLE VII

Architectural Control

Section 1. Review of Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennae (on a structure or on a Lot), flag poles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements, shall be constructed and maintained upon any Lot and no alteration or repainting to the exterior of a structure shall be made unless complete plans, specifications, and Lot plans therefor, showing the exterior design, height, building material, and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways, fencing, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee.

Section 2. Conformity with Existing Environment. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the Properties conform to and harmonize with the existing surroundings and structures.

Section 3. Procedure. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Committee fails to take any action within thirty (30) days after requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

Section 4. Records. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken.

Section 5. Majority Vote Required. A majority vote of the Architectural Control Committee is required for approval of proposed improvements.

Section 6. Liability of Members. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

Section 7. Members. The Architectural Control Committee shall consist of three (3) members designated by the developer until the first meeting of the Board of Directors following the first annual meeting of the Association. At such first meeting, the Board of Directors shall appoint three (3) persons who shall serve as the Architectural Control Committee to serve at the will of the Board of Directors.

ARTICLE VIII

Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance required by ordinary wear and tear upon each Lot and Improvements thereon which is subject to assessment under Article V hereof, as follows: Paint, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements; provided, however, that such exterior maintenance shall not include or apply to glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests,

or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such monthly assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the monthly assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Right of Access. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any structure during reasonable hours on any day except Sunday.

ARTICLE IX

Common Scheme Restrictions

Section 1. The following restrictions are imposed as a common scheme upon each Lot and all Common Properties for the benefit of each other Lot and Common Properties, and may be enforced by any Lot Owner or the Association.

Section 2. No noxious or offensive activities shall be carried on upon any of the premises nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Except for areas being held for Common Properties, the Properties shall be used only for single family residential purposes.

Section 4. There shall be no chain link fences on any of the Properties and there shall be no cinder block fences on any of the Properties unless all of the cinder block fence is covered completely with stucco.

Section 5. To protect the Properties from unsightly antennae used within said addition, it is here expressly provided that there shall not be installed upon any Lot in said addition, any antennae other than the usual and normal residential antennae for the reception of television; and by this restriction, there is expressly prohibited the installation of short wave or other radio phone receiving or sending antennae or other electrical or mechanical device extending higher than the housetop of the Lot upon which the same is installed, with the exception that the television antennae as hereinabove excepted may extend above the housetop.

Section 6. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or Common Properties, nor on any Lot unless placed in a suitable container designated therefor.

Section 7. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as herein provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted to conclusion.

Section 8. No clothes lines, drying yards, service yards, wood piles or storage areas shall be located so as to be visible from a street, road or any common Property.

Section 9. No animals or poultry shall be kept within the Properties except for ordinary household pets belonging to the Owner or Owners; PROVIDED, HOWEVER that such pets shall be kept within the confines of

the Owner's Lot or on a leash when outside, and shall not be kept or used for commercial purposes.

Section 10. No used or previously erected or temporary house, structure, house trailer, structure designed as a mobile home or other non-permanent out buildings shall ever be placed, erected or allowed to remain on the Properties except during the construction period.

Section 11. No boats, boat trailers, buses, travel trailers, mobile home, inoperative motor vehicles, campers or camper vehicles of any kind, are to be semi-permanently or permanently stored on the Properties.

Section 12. Trucks and commercial vehicles shall not be allowed to remain on the Properties; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in the Properties, nor shall this restriction restrict trucks or commercial vehicles which are necessary for construction or maintenance of the Properties.

Section 13. Garages located on any Lot shall be equipped with doors and such garage doors shall remain closed at all times except for ingress and egress.

Section 14. No commercial activity may be conducted on the Properties such as, but not limited to, beauty shop, insurance or real estate offices. No commercial signs may be exhibited on any part of the property at any time other than Real Estate For Sale signs. No garage sales shall be conducted on the Properties.

ARTICLE X

General Provisions

Section 1. Duration. 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 Owners of any Lot subject to this Declaration, their respective legal

representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. During the first thirty (30) years following recordation hereof, this Declaration may be amended by an instrument signed by the Owners of eighty (80%) of the Lots, agreeing to such amendment, and thereafter by an instrument signed by not less than the Owners of two-thirds (2/3rds) of the Lots. To be valid, any such amendment must be recorded.

Section 2. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or 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.

Section 4.d Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 9th day of January, 1980.

LIENHOLDER:

THE LAIR CO., INC.

DEVELOPER:

H. ROOT COMPANY

By: _____

A.W. Lair, President

Harold E. Root, President

[Signatures on the Original which is recorded in the Deed Records of
Randall County, Texas, Volume 702 Page 543.]

THE STATE OF TEXAS I
COUNTY OF RANDALL I

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD E. ROOT, President of H. ROOT COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7 day of January, 1980.



[Signature]
Notary Public, Randall County, Texas

THE STATE OF TEXAS I
COUNTY OF RANDALL I

BEFORE ME, the undersigned authority, on this day personally appeared A. W. LAIR, President of THE LAIR CO., INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7 day of January, 1980.



[Signature]
Notary Public, Randall County, Texas