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THE STATE OF TEXAS §

COUNTY OF PALO PINTO §

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPORTSMAN'S WORLD SECTIONS ONE AND TWO

THIS DECLARATION, made on the date hereinafter set forth by LANDAR CORPORATION: A Texas corporation, of Harris County, Texas, acting herein by and through its duly authorized officers, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain subdivision known as SPORTSMAN'S WORLD, SECTIONS ONE and TWO, a subdivision in Palo Pinto County, Texas, described in the plats recorded in Volume 5, Page 21 and 22, and Volume 5, Page 23, of the Map Records of Palo Pinto County, Texas; and

WHEREAS, Declarant desires to hold, sell and convey said property subject to the following covenants, restrictions, reservations, and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the lots within said subdivision;

NOW, THEREFORE, Declarant hereby adopts the following conditions, covenants and restrictions which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subdivision and which shall be applicable to the lots in said subdivision and shall run with the land and shall bind all parties having or acquiring any right, title, or interest therein, 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 SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a Non-Profit Corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "The Property" or "The Properties" shall mean and refer to the tracts of land hereinabove described as SPORTSMAN'S WORLD, SECTIONS ONE and TWO. Furthermore, "The Property" or "The Properties" may also include any additional tracts or parcels of land as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" or "Building Plot" shall mean and refer both to each plot of land shown upon the recorded Subdivision Plats upon which there has been or will be

constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any common area. If building sites are created pursuant to Article IX, Sections 8 and 9, herein, the term "Lot" or "Building Plot" shall also thereafter mean and refer to any building site so created.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plats, except the Lots, Unrestricted Reserves and Private Roads shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase, annexation or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and / or by virtue of the Subdivision Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in The Declaration and all Supplemental Declarations.

Section 6. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners of the Lots in The Properties, as well as other Owners in the subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of The Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains, statuary; landscaping, esplanades; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in The Declaration and all Supplemental Declarations.

Section 7. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of the Declaration under the authority provided in The Declaration. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 8. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the maps or plats of the subdivision and such other easements as are created or referred to in this Declaration.

Section 9. "The Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 10. "Board of Trustees" and "Board" shall mean and refer to the duly elected Board of Trustees of the Association.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 13. "Declarant" shall mean and refer to LANDAR CORPORATION, the Declarant herein, its successors and assigns (i) if such successors or assigns should acquire more than one Lot from LANDAR CORPORATION and (ii) if such successors or assigns are designated in writing by LANDAR CORPORATION as a successor or assigns of all or part of the rights of LANDAR CORPORATION set forth in this Declaration.

Section 14. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.

ARTICLE II

SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC.

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general operation and maintenance of the Properties. The Board of Trustees of the Association shall be empowered to oversee the activities of the Association to such an extent as they may take whatever reasonable action they, in their sole discretion, deem necessary to provide for the upkeep and aesthetic appearance of the Properties for the common benefit of all the members of the Association.

Section 2. Membership. Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association 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. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Other lands, including Common Properties, may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each future section must be impressed with and subject to an annual maintenance charge imposed hereby, and further, such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be annexed in accordance with the provisions of Article IX, Section 6, hereinbelow. Upon a merger or consolidation of the Association with another Association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated Association, or alternatively, the properties, rights, and obligations of another Association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the Covenants and Restrictions established by this Declaration, together with the Covenants and Restrictions

applicable to the properties of the other Association as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the Covenants established by this Declaration.

Section 3. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and each shall be entitled to one vote for each lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B members shall be the Declarant herein, as such term is defined in Article I, Section 13, who shall be entitled to nine (9) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happenings of either of the following two events, whichever occurs earlier:

- (A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (B) The tenth anniversary date of this Declaration.

Section 4. Non-Profit Corporation. SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a non-profit corporation, has been organized, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 5. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 6. Members' Easements -of Enjoyment. Subject to the provisions of Section 7 below, every Member shall have a common right and easement of enjoyment in the Common Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 7. Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in this Declaration, and shall also be subject to the following provisions:

- (a) The Association shall have the right to borrow money and with the assent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members to mortgage the Common Properties.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the voting and enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Properties, (f) The right of resident owners or occupants of dwellings within any area owned by Declarant as of the date hereof and in the vicinity of the Property, to use the Common Properties, together with all facilities now or hereafter located thereon.

(g) The Association shall have the right to dedicate or convey all or any part of the Common Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. Except as otherwise provided in Section 4 of Article V hereof, no such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance signed by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Members has been recorded.

(h) The Board of Trustees of the Association shall have the right to rent or lease any part of the Common Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties.

ARTICLE III COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Plot owned within the Properties, hereby covenants, and each Owner of any Building Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, special assessments to be established collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the property against which each such assessment is made, Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above. Each Owner shall furnish the Association with his current mailing address.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Common Properties, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience, and welfare of the Members; the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Trustees of the Association being final as long as made in good faith and in accordance with the By-Laws of the Association and governmental laws, rules and regulations.

Section 3. Annual Assessments. The Association, by action of its Board of Trustees, shall levy annual assessments against the Lot to obtain funds reasonably anticipated to be needed for purposes stated in Section 2 hereinabove, including

reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty-Four and No/100 Dollars (\$24.00) per Lot.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by the vote of written assent of at least 51% of each class of members.
- (d) The Board of Trustees shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereinabove, the Association may levy against each Lot 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, reconstruction, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such assessment must be approved by Members entitled to cast not less than two thirds (2/3) of the aggregate of the votes cast by both Classes of Members.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Building Plots on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year in which it is made, and shall be payable on the date fixed for commencement, or in equal monthly, quarterly or semi-annual installments over the balance of the year, at the election of the Association. Provided, however, that upon the purchase of his Building Plot (as evidenced by the date of his deed) each Owner shall be obligated to pay to the Association a pro rata part of the applicable percentage of the regular annual maintenance charge assessed on each such Building Plot, which shall bear the same ratio to the applicable percentage of the full annual maintenance charge as the number of full calendar months remaining in the year of purchase bears to twelve (12), and which shall be payable upon such purchase or in equal monthly, quarterly or semi-annual installments over the balance of the year of purchase, as the Association may elect. The Board of Trustees shall fix the amount of the annual assessment against each Building Plot 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 Board of Trustees. 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 Building Plot have been paid. The due date

of any special assessment under Section 4 hereof shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment.

Section 6. Duties of the Board of Trustees. The Board of Trustees of the Association shall determine the amount to be levied as the annual assessment against each Lot for each calendar year, subject to the criteria and limitations set out in Section 3 hereof. The Board of Trustees of the Association shall cause to be prepared a roster of the Lots showing the amount of each assessment, which roster shall be kept in the Office Of the Association and shall be open to inspection by any Owner. The Association shall upon demand at any time furnish to any owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

Section 7. Effect of Non Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Building Plot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Building Plot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Building Plot.

Section 8. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgages now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; 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, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Trustees, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

Section 9. Exempt Property. The assessments and liens created in this Article III shall apply only to the Lots, and the remainder of the property in the Properties shall not be subject thereto or entitled to the rights granted to Members in Article II.

Section 10. Lots owned by Declarant. Notwithstanding any other provision hereof, there shall be no assessment of any kind against or with respect to any Lot owned by the Declarant.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Tenure. The initial Architectural Control Committee shall mean and refer to ROBERT L. FARRAR, JR., ROBERT D. DARNELL and DAN W. PUGH all of Harris County, Texas, and their successors. The persons serving on the initial Architectural Control Committee, or their successors, shall serve until December 1, 1981, at which time the initial Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by an Architectural Control Committee appointed by the Board of Trustees of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the Board of Trustees of the Association shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessors. A majority of the Architectural Control Committee may designate someone serving on the Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IV.

Section 2. Approval of Plans. No buildings or other improvements, including but not limited to fences, walls and drainage facilities, shall be commenced, constructed, erected, placed, or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until the plans and specifications showing all uses and dimensions, the location of buildings, and other improvements have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of surrounding structures, walks, and topography. The plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, the nature, kind, shape, height, exterior color scheme, materials, and locations of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 2 will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and / or finishes that may be used in the construction, alteration or repair of any improvement. Where an Owner has neglected to submit plans and specifications for approval, failure of the Architectural Control Committee to exercise the powers granted by this Article IV shall never be deemed a Waiver of the right to do so either before or after a building or other improvement in the Subdivision, or any exterior addition to or alteration therein, has been completed.

Where not otherwise specified herein, the Architectural Control Committee also shall have the right to specify requirements for each building site as follows: minimum set-backs; driveway access to adjacent streets; the location, height and extent of fences, walls or other screening devices (provided that no fence shall exceed a height of six (6') feet); and the orientation of structures with respect to streets, walks, and structures on

adjacent property. There shall be no chain link fencing except as may be utilized by builders with the approval of the Architectural Control Committee for temporary storage of building materials and supplies during the construction phase. All roofing material shall be subject to written approval by the Architectural Control Committee. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Property.

Section 3. No Liability. Neither Declarant, the Association, Board of Trustees, or the Architectural Control Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, Board of Trustees, the Architectural Control Committee, or any of the members thereof to recover any such damage.

Section 4. Rules and Regulations. The Architectural Control Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 5. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee pursuant to this Article IV, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property- It is further provided, however, that the Declarant herein hereby reserves the right of approval or disapproval of all variances which may affect building setback lines, Lot area and structure locations.

ARTICLE V EASEMENTS

Section 1. General. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, gas, telephone, and drainage facilities shall be governed by the following:

- (a) In the event that any sanitary sewer and/or water house connections or electricity, gas or telephone or drainage facilities should be installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter

upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as to when the same may be necessary as set forth below.

(b) In the event that any sanitary sewer and / or water house connections or electricity, gas, telephone or drainage facilities should be installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

Section 2. Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

Section 3. Surface Areas of Utility Easements. Easements, if any, for installation and maintenance of utilities are reserved as shown and provided for on the recorded plats.

Section 4. Private Roads and Access to State Highway 16. All Lots within the Properties shall abut and have access to a private road. Private road rights-of-way are shown on the recorded plats of Sportsman's World. Declarant and / or the Board of Trustees of the Association reserve the right to dedicate to public use any private road serving the Properties, whether located on or off the Properties, without the consent of the Owners or their mortgagees.

The Properties are part of a larger tract or block of land owned by Declarant described on the attached Exhibit "A". Declarant reserves the right, without joinder of any Owner or mortgagee, to grant, at any time and from time to time, private, perpetual, non-exclusive, unobstructive, free and uninterrupted rights-of-way and easements through, over and across any private roads shown on the recorded plats of Sportsman's World, for the purpose of providing access, ingress, egress and regress to and from State Highway 16 for the benefit of owners of lands, whether residential, commercial or otherwise, located within the aforementioned tract or block of land described in the attached Exhibit "A".

Declarant proposes to construct, at its sole cost and expense, an entry road providing access to and from State Highway 16. A private, perpetual, non-exclusive, unobstructive, free and uninterrupted right-of-way and easement for the use of such entry road will be granted by Declarant to Sportsman's World Recreational Association, Inc. for the benefit of the Owners of Lots within the Properties, prior to the conveyance of the first Lot to an Owner. Sportsman's World Recreational Association, Inc. shall be responsible for the upkeep, maintenance and repair of said entry road.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Properties to render any service.

Section 6. Universal Easement. Each Lot and its Owner-within the Properties is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Properties for the purpose of accommodating any

encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

Section 7. Public Easement. There is hereby reserved to Declarant, its successors and assigns, an easement for public ingress and egress over any public pedestrian pathways. This easement shall not imply any right of public use of the Common Properties or improvements thereon, owned by the Association.

Section 8. Audio and Video. In the event that audio and video communication services and utilities are made available to any said Lots by means of an underground or overhead coaxial cable system, the company furnishing such services and facilities shall have a two foot (2') wide easement along and centered on the underground or overhead wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

ARTICLE VI UTILITY BILLS TAXES AND INSURANCE

Section 1. Obligation of Owners. Owners utility bills, taxes and insurance shall be governed by the following:

- (a) Each Owner shall have his separate electric meter and shall directly pay at his own cost and expense for all electricity and telephone service, and other utilities used or consumed by him on his Lot.
- (b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.
- (c) Each Owner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence and his additions and improvements thereto, including decorations, furnishings, and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Association as part of the common expense in connection with the Common Properties.

Section 2. Obligation of the Association. The Association shall have the following responsibilities regarding utility bills, taxes and insurance:

(a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Properties and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Properties and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Trustees, agents and employees and each owner, (if coverage for Owners is available) from and against liability in connection with the Common Properties.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the maintenance assessment.

ARTICLE VIII

MAINTENANCE AND REPAIRS

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his residence house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to his residence house, sidewalks and fences which are appurtenant to his residence house and situated on his Lot, and boat dock or pier, if any, appurtenant to his Lot. The Association shall have no duty or obligation to any Owner in this regard.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Properties and all parts thereof, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of private driveway, sidewalk, and fence or fences which are appurtenant to his residence house.

ARTICLE VIII

RESTRICTIONS OF USE

Section 1. None of the Lots or the improvements thereon shall be used for anything other than single-family, private residential purposes. Upon the construction of such residence, it is understood that there may also be constructed a detached garage and / or carport, so long as the same is used in conjunction with and as part of such single-family, private residence. Notwithstanding the foregoing, any Lot may be used and

improved for and as part of the Common Properties, and any such Lots or improvements owned by the Association may be used for Association purposes.

Section 2. Except as otherwise provided in Section 8 of Article IX, no Lot shall be re-subdivided without the specific approval of the Architectural Control Committee.

Section 3. (a) No dwelling shall be erected or permitted to remain on any Lot having a floor area of less than the area hereinafter stated, measured to exterior walls and exclusive of garages or other similar appendages: (i) the minimum-floor area allowed in Lots I - 43, 51 - 57, 70 and 71, Block 1, and Lots 4 - 21, 24 - 36, 39 - 43, Block 2, in Sportsman's World, Section One, is one thousand two hundred fifty (1,250) square feet, (ii) the minimum floor area allowed in Lots 44 - 50, 58 - 69, Block 1, and Lots I - 3, and 44 - 62, Block 2, in Sportsman's World, Section One, is one thousand (1,000) square feet, and (iii) the minimum floor area allowed in Sportsman's World, Section Two, is one thousand two hundred fifty (1,250) square feet. The minimum floor area requirements with respect to subsequent Sections of Sportsman's World may be relaxed at the sole discretion of the Architectural Control Committee.

(b) All dwellings shall be constructed new. Only one (1) residence may be built on any one Lot.

(c) No structure shall be used until the exterior thereof (as approved by the Architectural Control Committee) and sanitary sewerage disposal facilities (complying with Section 14 below) are completely finished. No modular or pre-fabricated structures may be placed or located on any Lot, unless approved by the Architectural Control Committee.

(d) No dwelling shall be located on any Lot nearer than twenty (20) feet to the front, or fifty (50) feet to the rear property lines, or nearer than ten (10) feet to any side property line, or except as otherwise shown on the recorded plats of Sportsman's World. If one structure is constructed on a homesite consisting of more than one Lot, the combined area shall be considered as the property. The set-back lines may be relaxed by decision of the Architectural Control Committee.

(e) No trailer, tent, shack, garage, barn, mobile home, camper, or other outbuilding shall, at any time, ever be used as a residence, temporary or permanent, or be moved on or permitted to remain on any Lot, nor shall any structure of a temporary character ever be used in any way during construction of permanent structures.

(f) With reasonable diligence, and in all events within twelve (12) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior.

(g) No radio or television aerial shall be built nearer to any property line than the building setback line therefrom. No fence or wall shall be built nearer to Possum Kingdom Lake than fifty (50) feet, and shall not exceed six (6) feet in height. No Owner shall be permitted to fence in more than twenty-five percent (25%) of his Lot. No fences shall be located in either the front or side yards of the Lot. No fence shall extend beyond the side and rear setback lines. Only materials approved by the Architectural Control Committee shall be permitted for use in the construction of walls and fences. All such improvements shall have prior approval of the Architectural Control Committee, and the restrictions under this paragraph (g) may be relaxed by the Architectural Control Committee.

(h) Each dwelling must be equipped with septic tank or other sewage disposal system approved by all governmental authorities having jurisdiction with respect thereto (including the Brazos River Authority). Water service shall be obtained from the Association or the Declarant, its successors or assigns, if made available by or through the Association, or the Declarant, its successors or assigns. The Owner of each Lot shall pay all fees and charges payable for stand-by fees, hook-ups, permits and / or inspections with respect to such items.

(i) No boat dock, pier or ramp shall be constructed on any Lot or within Possum Kingdom Lake unless approved by all governmental authorities having jurisdiction with respect thereto (including the Brazos River Authority) and by the Architectural Control Committee. No boat dock, pier or ramp shall be constructed on any Lot in Sportsman's World, Section One, or within Possum Kingdom Lake abutting any Lot in Sportsman's World, Section One,, provided, however, that this restriction may be waived by the Architectural Control Committee at its sole discretion. The boat dock, pier or ramp facilities as are permitted shall be subject to the following regulations:

1. All facilities permitted in this area will be of similar design and construction. No walls or gabled roofs will be allowed. Only materials and finishes which blend with the natural beauty of the area will -be approved by the Architectural Control Committee.
2. Private facilities may be permitted in connection with Sportsman's World, Section Two on Possum Kingdom Lake as follows:

(i) For Lots with a lakeshore frontage of seventy-five (75) feet or more, facilities will be limited to a boat dock, pier or slip which will not extend further than thirty (30) feet into the lake from the shoreline (as it may fluctuate with fluctuating lake levels) and which will not be more than thirty (30) feet in width nor one-third (1/3) of the lakefront width of the Lot, whichever is less. Such boat docks, piers or slips may include an elevated horizontal sun deck not exceeding the dimensions of the boat dock, pier or slip, with the space below the sun deck being kept entirely open and clear except for columns or other structural members as may be necessary to support the sun deck and except for ladders as may be necessary to provide access to the sun deck.

(ii) For lots with a lake frontage of eighteen (18) feet to seventy-five (75) feet in width: facilities will be limited to a pier which will not extend further than twenty (20) feet into the lake from the shoreline (as it may fluctuate with fluctuating lake levels) and which will not be more than six (6) feet in width.

The above standards are subject to the limitations, in the Possum Kingdom Lake Regulations, that no facilities may extend further into the lake from the shoreline than one-third (1/3) of the distance between opposite shorelines, and in narrow sections of the lake where the distance between opposite shorelines is one hundred twenty (120) feet or less, a clear channel at least forty (40) feet in width shall be maintained between the facilities on opposite shorelines, with the location of such channel being as nearly as practicable over the deepest portion of that section of the lake.

3. Permits are to be obtained from the Brazos River Authority before construction is initiated.

4. Buoyancy for all floating facilities shall be provided by Styrofoam or similar flotation material. Barrels, drums, or other improvised flotation equipment may not be used unless filled with satisfactory flotation material.

5. No living quarters, kitchens or toilet facilities, gabled roofs or walls will be allowed in or on facilities permitted on the lake. Decks of facilities must be entirely clear.

6. Responsibility for safety and structural soundness of permitted facilities shall rest entirely with the Owner. The Brazos River Authority will revoke the permit for any facility not properly maintained or not meeting the requirements of the Brazos River Authority's rules and regulations.

7. Facilities must be so located and maintained as not to obstruct access to the lake from adjoining properties.

Section 4. No for sale or for rent signs may be displayed without the prior written approval of the Architectural Control Committee, and no other type of sign or advertising may be displayed on any Lot.

Section 5. No noxious or offensive activity otherwise permitted hereunder shall be carried on or maintained on any Lot, nor shall anything be done or permitted to be done thereon, which may be or become a nuisance in The Properties.

Section 6. The use or discharge of firearms is expressly prohibited within The Properties.

Section 7. No Lot shall be used as a dumping ground for rubbish, trash, garbage, and other waste shall be kept in sanitary containers and all such containers shall be kept in a clean, sanitary and sightly condition. No trash, leaves, grass or other matter shall be burned on any Lot.

Section 8. No building material of any kind shall be placed or stored upon any Lot except during construction, and then such material shall be placed within the property lines.

Section 9. No horses, cattle, poultry or livestock of any kind other than house pets may be kept on the property and then not for commercial purposes.

Section 10. Drainage structures under private driveways on any Lot shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be subject to written approval of the Architectural Control Committee.

Section 11. If open carports are used, no unsightly storage shall be permitted therein that is visible from the roads. No unsightly vehicles shall be stored or kept for the purpose of repair on any Lot, except in enclosed garages or storage facilities protected from the view of the public and other residents of The Properties.

Section 12. Both prior to and after the construction of a dwelling on a Lot, the Owner shall provide appropriate space for off-street parking for his vehicle or vehicles. No on-street parking shall be permitted.

Section 13. The Owner of each Lot shall keep grass, weeds and vegetation (except as part of a landscaping plan approved by the Architectural Control Committee), trimmed or cut so that the same shall remain in a neat and attractive condition. No fence, wall or shrub or other structure or planting which obstructs sight lines shall be permitted without the specific approval of the Architectural Control Committee.

Section 14. No outside toilets will be permitted. No means of sewage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewage disposal, meeting the requirements of and approval of the proper governmental authorities having jurisdiction with respect thereto. The drainage or discharge of septic tank or other sewage disposal facilities, or of any other substance which would result in pollution, into any road, ditch, surface easement, or waterway, either directly or indirectly, is prohibited.

Section 15. Reasonable easements for installation and maintenance of utilities and drainage facilities are to be reserved and set forth on the plats of the Subdivision containing the Lots when the same is filed of record, or by separate instrument. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements. The easement areas on each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant has no obligation to maintain the roads, whether on or off of The Properties, the boat launch ramps or any other Common Properties or Common Facilities.

Section 16. No oil or gas drilling, development, production or refining operations, or quarrying or mining operations shall be permitted upon or on the surface of The Properties at any time while these restrictions remain in force and effect. All minerals on, in or under The Properties are or have been reserved to the Declarant or its predecessors in title. Declarant reserves the rights of ingress and egress to and across The Properties for the purpose of exploration of oil, gas and other minerals by means of seismic or other geophysical techniques.

ARTICLE IX GENERAL PROVISIONS

Section 1. Sales and Promotions. Notwithstanding any other provisions contained herein, Declarant and Its permittees shall have the exclusive right to erect, place and maintain on their respective Lots and/or Reserves in The Properties such facilities (including but not limited to, offices, storage areas, model units, flags and signs) as in Declarant's sole discretion may be necessary or convenient to improve and/or sell Lots in The Properties, and to use any of the Common Facilities for sales offices for so long as Declarant in its sole discretion shall deem necessary or convenient for the sale of Lots in The Properties.

Section 2. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all or any part of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

Section 3. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of

both Classes of Membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any 'such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

Section 4. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by The Declaration, and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 5. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any member. The Board of Trustees may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any member or members will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and the ByLaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 6. Annexation. Additional residential property and "Common Properties" may be annexed to the Properties.

(a) With the consent of two-thirds (2/3) of each class of members;

(b) Notwithstanding anything contained in (a) above, additional land within the area described in the attached Exhibit "A" may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other Owners, or their mortgagees, within ten (10) years of the date of recording of this instrument;

(c) The annexation or addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed of an Instrument which may be called "SUPPLEMENTAL DECLARATION" which shall at least set out and provide in substance: the name of the owner of the property being added or annexed who shall be called the "Declarant"; the perimeter description of the property being added or annexed which for descriptive purposes may be designated as the second or third, etc., as the case may be, section of SPORTSMAN'S WORLD; the description of the residential areas and/or of the Common Properties of the property being added or annexed and the rights and easements of the Owners in and to the Common Properties; that the property is being added or annexed in accordance with the provisions of this

Declaration of Covenants, Conditions and Restrictions, and that the property being annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions; that all of the provisions of the Declaration of Covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part of the original development; that the property being added or annexed is submitted to the jurisdiction of the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development; and, such "Supplemental Declaration" may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of development of SPORTSMAN'S WORLD as a residential development. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional property to this residential development.

(d) At such time as the "Supplemental Declaration" is filed for record as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions and Restrictions and to the jurisdiction of the Association in the same manner and with the same force and effect as if such annexed property has been originally included in this Declaration of Covenants, Conditions and Restrictions as part of the initial development.

(e) After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common Maintenance Fund for the Properties.

Section 7. Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

Section 8. Right to Subdivide or Re-subdivide. Prior to the time Declarant parts with title thereto, Declarant shall have the right (but shall never be obligated) to subdivide or re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in the Property.

Section 9. Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plats, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each

such building site, upon being designated as such by Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all Purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of several Lots combined in accordance with this Section 9 will be based upon one assessment for each of the originally platted Lots so combined. No such building site shall be smaller than the smallest of the originally Platted Lots being subdivided.

Section 10. No Obligation as to Adjacent Property. The Property is a Part of a larger tract or block of land owned by Declarant. While Declarant may subdivide other portions of its property, or may subject the same to a declaration such as this Declaration, Declarant shall have no obligation to do so, and if Declarant elects to do so, any subdivision plat or declaration executed by Declarant with respect to any of its other property may be the same as or similar or dissimilar to any subdivision plat covering the Property, or any part thereof, or to this Declaration.

Section 11. Reciprocal Use of Private Roads and Recreational Facilities. The Properties are subject to that certain Declaration of Covenants, Conditions and Restrictions filed for record under Palo Pinto County Clerk's File No. 3372. Said Declaration governs and permits the use of the private roads, parks, Community Lodge, swimming pool, tennis courts, boat ramps and other recreational facilities located on the Properties by the owners of lots and living units located within the area described in the attached Exhibit "A", to and by their Immediate families, tenants, guests and invitees. Said Declaration apportions and assesses the expenses of operation, replacement, improvement and maintenance of such facilities. Reference is made to said Declaration for a more particular description of the rights and obligations Contained therein, and said Declaration I is hereby incorporated by reference for all purposes.

Section 12. Duration- This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Palo Pinto County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Members entitled to cast no less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership has been filed for record in the Office of the County Clerk of Palo Pinto County, Texas, agreeing to terminate this Declaration' Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

Section 13. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any Proceeding at law or in equity against any person or entity violating or threatening to violate any term or Provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by this Declaration, and failure of Declarant, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 14. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this

Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 15. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 16. Titles- The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

Section 17. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association and their respective successors and assigns.

Section 18. Canvassing. Where this Declaration of Covenants, Conditions and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Trustees of the Association is notified in writing by certified mail, return receipt requested of the fact that an action is contemplated by a canvassing of the Members or Owners.

IN WITNESS WHEREOF, this Declaration is executed this the 18th day of April, A. D., 1979

ATTEST:

LANDAR CORPORATION

<<Judith J. Marshall>>
Secretary

BY: <<Robert L. Farrar, Jr.>>
Vice President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and- for said County and State, on this day personally appeared <<Robert L. Farrar, Jr.>>, Vice-President, 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 LANDAR CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of April, A. D., 1979

<<JOYCE K. MOORE>>
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS §

COUNTY OF PALO PINTO §

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SPORTSMAN'S WORLD, SECTIONS ONE THROUGH SIX

WHEREAS, by that certain instrument dated April 18, 1979, and designated as "Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two," executed by LANDAR CORPORATION, as Declarant, and recorded under Palo Pinto County Clerk's File No. 3373, (hereinafter referred to as said Declaration"), that certain subdivision known as Sportsman's World, Sections One and Two, described in the plats recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23 of the Map Records of Palo Pinto County, Texas, (hereinafter referred to as "Sections One and Two"), was encumbered and subjected to those certain easements, covenants, restrictions, conditions and charges described in said Declaration to which said Declaration reference is made for more particular description and all other pertinent purposes; and

WHEREAS, Section 6 (Annexation) of Article IX (General Provisions) of said Declaration provides as follows:

Additional land within the area described in the attached Exhibit "A" may be annexed from time to time by the Declarant without the consent of other Owners, or their mortgagees, within ten (10) years of the date of recording of this instrument.

WHEREAS, Landar Corporation is the owner of certain additional property within the area described in Exhibit "A" attached to said Declaration, which is more particularly described in Exhibit "A" attached hereto, and which is hereinafter referred to as "Sections Three, Four, Five and Six".

WHEREAS, Landar Corporation, as the owner of said "Sections Three, Four, Five and Six", desires to annex said "Sections Three, Four, Five and Six" to said

"Sections One and Two", and to extend and include to said "Sections Three, Four, Five and Six" by such annexation all of the easements, covenants and conditions, restrictions, charges and all other applicable provisions of said Declaration.

NOW THEREFORE, Landar Corporation, (hereinafter referred to as "Declarant"), hereby annexes said "Sections Three, Four, Five and Six" to said "Sections One and Two" under and pursuant to the provisions of Section 6 of Article IX of said Declaration, and declares that all of the property comprising "Sections Three, Four, Five and Six" shall be field, sold and conveyed subject to the easements, restrictions, covenants, conditions and charges contained in said Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby. Said Property is hereby submitted to the jurisdiction of Sportsman's World Property Owners' Association, Inc., (hereinafter referred to as "Association") with the same force and effect as if said property was originally included in said Declaration as a part of the original development. The easements, covenants, restrictions, conditions and charges of said Declaration shall be binding upon all parties having or acquiring any right, title or interest in said "Sections Three, Four, Five and Six", or any part thereof, and shall inure to the benefit of each owner thereof. Said Declaration is amended to the extent that any specific reference to Sections One and Two in said Declaration shall also refer to and include Sections Three, Four, Five and Six hereinabove mentioned, except that any covenants, conditions and restrictions of said Declaration which are applicable only to Section One, shall also apply to Section Three, and any covenants, conditions and restrictions of said Declaration which are applicable only to Section Two, shall also apply to Sections Four, Five and Six.

The undersigned, REPUBLIC NATIONAL BANK OF DALLAS, ("Republic") being the owner and holder of certain deed of trust (the "Deed of Trust") dated December 22, 1978, recorded in the Deed of Trust Records of Palo Pinto County, Texas, under Clerk's File No. 6906, covering the real property (the "Property") described in the foregoing Supplemental Declaration of Covenants, Conditions, and Restrictions for Sportsman's World, Sections One through Six, (the "Supplemental Declaration") joins in the execution of the Supplemental Declaration for the sole purpose of consenting to the Supplemental Declaration and agreeing that in the event of a foreclosure of the Deed of Trust or a deed in lieu of foreclosure of the Deed of Trust, such foreclosure or deed in lieu of foreclosure shall not extinguish the terms of the Supplemental Declaration; provided, however, that (i) this consent shall in no manner impair or affect the Deed of Trust or the priority of the Deed of Trust nor shall this consent be construed as a subordination or release of the Deed of Trust; (ii) any annexation of additional property, other than the property described in the subdivision known as Sportsman's World, Sections One through Six, as set forth in the Supplemental Declaration, shall be subject to the prior written consent of Republic; (iii) any mortgage or lien on the Property shall be subject to the terms and conditions of the Deed of Trust; and (iv) any dedication or conveyance of the Property or any easement granted affecting the Property shall be subject to the terms of the Deed of Trust.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this 10th day of September, A.D., 1979.

ATTEST: LANDAR CORPORATION
BY: <Robert L. Farrar, Jr.>
Vice-President

ATTEST: REPUBLIC NATIONAL BANK OF DALLAS
BY: <Joe B. Fortson >
Sr. Vice-President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public for said County and State, on this day personally appeared <Robert L. Farrar>, Vice-President, 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 LANDAR CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of September, A.D., 1980.

Notary Public in and for Tarrant County,
TEXAS

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public for said County and State, on this day personally appeared <Joe B. Fortson >, Sr. Vice-President of REPUBLIC NATIONAL BANK OF DALLAS, 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 REPUBLIC NATIONAL BANK OF DALLAS, a national banking association, and that he executed the same as the act of such national banking association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of September, A.D.,
1980.

Notary Public in and for Dallas County,
TEXAS

EXHIBIT "A"

- A). SPORTSMAN'S WORLD, SECTION THREE, a Subdivision in Palo Pinto County, Texas, described in Plat recorded in Volume 5, Page 27 of the Map Records of Palo Pinto County, Texas: and
- B). SPORTSMAN'S WORLD, SECTION FOUR, a Subdivision in Palo Pinto County, Texas, described in Plat recorded in Volume 5, Page 28 of the Map Records of Palo Pinto County, Texas.
- C). SPORTSMAN'S WORLD, SECTION FIVE, a Subdivision in Palo Pinto County, Texas, described in Plat recorded in Volume 5, Page 29 of the Map Records of Palo Pinto County, Texas.
- D). SPORTSMAN'S WORLD, SECTION SIX, a Subdivision in Palo Pinto County, Texas, described in Plat recorded in Volume 5, Page 30 of the Map Records of Palo Pinto County, Texas.

THE STATE OF TEXAS §

COUNTY OF PALO PINTO §

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
SPORTSMAN'S WORLD, SECTIONS ONE THROUGH EIGHT AND THIRTEEN

WHEREAS, by that certain instrument dated April 18, 1979, and designated as "Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two," executed by LANDAR CORPORATION, as Declarant, and recorded under Palo Pinto County Clerk's File No. 3373. (hereinafter referred to as "said Declaration"), that certain subdivision known as Sportsman's World, Sections One and Two, described in the plats recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23 of the Map Records of Palo Pinto, County, Texas, (hereinafter referred to as "Sections One and Two"), was encumbered and subjected to those certain easements, covenants, restrictions, conditions and charges described in said Declaration to which said Declaration reference is made for more particular description and all other pertinent purposes; and WHEREAS, Section 6 (Annexation) of Article IX (General Provisions) of said Declaration provides as follows:

Additional land within the area described in the attached Exhibit "A" may be annexed from time to time by the Declarant without the consent of other Owners, or their mortgagees, within ten (10) years of the date of recording of this instrument.

WHEREAS, Landar Corporation is the owner of certain additional property within the area described in Exhibit "A" attached to said Declaration, which is more particularly described in Exhibit "A" attached hereto, and which is hereinafter referred to as "Sections Seven, Eight and Thirteen".

WHEREAS, Landar Corporation, as the owner of said "Sections Seven, Eight and Thirteen", desires to annex said "Sections Seven, Eight and Thirteen" to said "Sections One and Two". and to extend and include to said "Sections Seven, Eight and Thirteen", by such annexation all of the easements, covenants and conditions, restrictions, charges and all other applicable provisions of said Declaration.

NOW THEREFORE, Landar Corporation, (hereinafter referred to as 'Declarant'), hereby annexes said "Sections Seven, Eight and Thirteen" to said "Sections One and

Two' under and pursuant to the provisions of Section 6 of Article IX of said Declaration, and declares that all of the property comprising "Sections Seven, Eight and Thirteen" shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and charges contained in said Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, covered thereby. Said Property is hereby submitted to the jurisdiction of Sportsman's World Property Owners' Association, Inc., (hereinafter referred to as ("Association")) with the same force and effect as if said property was originally included in said Declaration as a part of the original development. The easements, covenants, restrictions, conditions and charges of said Declaration shall be binding upon all parties having or acquiring any right, title or interest in said "Sections Seven, Eight and Thirteen". or any part thereof, and shall inure to the benefit of each owner thereof. Said Declaration is amended to the extent that any specific reference to Sections One and Two in said Declaration shall also refer to and include Sections Seven, Eight and Thirteen hereinabove mentioned, except that any covenants, conditions and restrictions of said Declaration which are applicable only to Section Two, shall also apply to Sections Seven, Eight and Thirteen.

The undersigned, REPUBLIC NATIONAL BANK OF DALLAS, ("Republic") being the owner and holder of a certain deed of trust (the "Deed of Trust") dated December 22, 1978, recorded in the Deed of Trust Records of Palo Pinto County, Texas, under Clerk's File No. 6906, covering the real property (the "Property") described in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One through Eight and Thirteen, (the "Supplemental Declaration") joins in the execution of the Supplemental Declaration for the sole purpose of consenting to the Supplemental Declaration and agreeing that in the event of a foreclosure of the Deed of Trust or a deed in lieu of foreclosure of the Deed of Trust, such foreclosure or deed in lieu of foreclosure shall not extinguish the terms of the Supplemental Declaration; provided, however, that (i) this consent shall in no manner impair or affect the Deed of Trust or the priority of the Deed of Trust nor shall this consent be construed as a subordination or release of the Deed of Trust; (ii) any annexation of additional property, other than the property described in the subdivision known as Sportsman's World, Sections One through Eight and Thirteen, as set forth in the Supplemental Declaration, shall be subject to the prior written consent of Republic; (iii) any mortgage or lien on the Property shall be subject to the terms and conditions of the Deed of Trust; and (iv) any dedication or conveyance of the Property or any easement granted affecting the Property shall be subject to the terms of the Deed of Trust.

IN WITNESS THEREOF, the undersigned have hereunto set their hand and seals
this
22nd day of May, A.D., 1980

ATTEST: LANDAR CORPORATION

<Wade Whitmer>

By: <Robert L. Farrar, Jr.>

Assistant Secretary

Vice President

ATTEST: REPUBLIC NATIONAL BANK OF DALLAS

Vice President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared <Robert L. Farrar, Jr.> , Vice President, 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 LANDAR CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, A.D., 1980

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for Said County, Texas, on this day personally appeared _____ Vice-President, 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 REPUBLIC NATIONAL BANK OF DALLAS, a national bank association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of May, A.D., 1980

EXHIBIT "A"

Missing page

THE STATE OF TEXAS §

COUNTY OF PALO PINTO §

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
SPORTSMAN'S WORLD, SECTIONS ONE THROUGH TEN AND THIRTEEN

WHEREAS, by that certain instrument dated April 18, 1979, and designated as Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections "One and Two", executed by LANDAR CORPORATION, as Declarant, and recorded under Palo Pinto County Clerk's File No. 3373, (Hereinafter referred to as "said Declaration"), that certain subdivision known as Sportsman's World, Sections One and Two, described in the plats recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23 of the Map Records of Palo Pinto County, Texas, (hereinafter referred to as "Sections One and Two"), was encumbered and subjected to those certain easements, covenants, restrictions, conditions and charges described in said Declaration to which said Declaration reference is made for more particular description and all other pertinent purposes; and WHEREAS, Section 6 (Annexation) of Article IX (General Provisions) of said Declaration provides as follows:

Additional land within the area described in attached Exhibit "A" may be annexed from time to time by the Declarant without consent of other Owners, or their mortgagees, within ten (10) years of the date of recording of this instrument.

WHEREAS, Landar Corporation is the owner of certain additional property within the area described in Exhibit "A" attached to said Declaration, which is more particularly described in Exhibit "A" attached hereto, and which is hereinafter referred to as "Sections Nine and Ten".

WHEREAS Landar Corporation, as the owner of said "Sections Nine and Ten", desires to annex said "Sections Nine and Ten" to said "Sections One and Two", and to extend and include to said "Sections Nine and Ten." by such annexation all of the easements, covenants and conditions, restrictions, charges and all other applicable provisions of said Declaration.

NOW THEREFORE, Landar Corporation, (hereinafter referred to as

"Declarant"), hereby annexes said "Sections Nine and Ten" to said "Sections One and Two", under and pursuant to the provisions of Section 6 of Article IX of said Declaration, and declares that all of the property comprising "Sections Nine and Ten" shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and charges contained in said Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby. Said Property is hereby submitted to the jurisdiction of Sportsman's World Property Owners' Association, Inc., (hereinafter referred to as "Association") with the same force and effect as if said property was originally included in said Declaration as a part of the original development. The easements, covenants, restrictions, conditions and charges of said Declaration shall be binding upon all parties having or acquiring any right, title or interest in said "Sections Nine and Ten", or any part thereof, and shall inure to the benefit of each owner thereof. Said Declaration is amended to the extent that any specific reference to Sections One and Two in said Declaration shall also refer to and include Sections Nine and Ten hereinabove mentioned, except that that minimum floor area requirement (1,250 square feet) for Section Two, and any restrictions pertaining to the construction of boat docks, piers or ramps on any Lot in Section One, shall also apply to Sections Nine and Ten.

The undersigned, REPUBLIC NATIONAL BANK OF DALLAS, ("Republic") being the owner and holder of a certain deed of trust (the "Deed of Trust") dated December 22, 1978, recorded in the Deed of Trust Records of Palo Pinto County, Texas, under Clerk's File No. 6906, covering the real property (the "Property") described in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One through Ten and Thirteen, the "Supplemental Declaration") joins in the execution of the Supplemental Declaration for the sole purpose of consenting to the Supplemental Declaration and agreeing that in the event of a foreclosure of the Deed of Trust or a deed in lieu of foreclosure of the Deed of Trust, such foreclosure or deed in lieu of foreclosure shall not extinguish the terms of the Supplemental Declaration; provided, however, that. (i) this consent shall. in no manner impair or affect the Deed of Trust or the priority of the Deed of Trust nor shall this consent be construed as a subordination or release of the Deed of Trust; (ii) any annexation of additional property, other than the property described in the subdivision known as Sportsman's World, Sections One through Ten and Thirteen, as set forth in the Supplemental Declaration shall be subject to the prior written consent of Republic; (iii) any mortgage or lien on the Property shall be subject to the terms and conditions of the Deed of Trust; and (iv) any dedication or conveyance of the Property or any easement granted affecting the Property shall be subject to the terms of the Deed of Trust.

IN WITNESS THEREOF, the undersigned have hereunto set their hand and seals this 24 day of October, A.D., 1980

ATTEST: LANDAR CORPORATION

<Wade Whitmer>

By: <Robert L. Farrar, Jr.>

Assistant Secretary

Vice President

ATTEST: REPUBLIC NATIONAL BANK OF DALLAS

Vice President

THE STATE OF TEXAS §

COUNTY OF PALO PINTO §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared <Robert L. Farrar, Jr.> ,Vice President, 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 LANDAR CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of October, A.D., 1980

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for Said County, Texas, on this day personally appeared of REPUBLIC NATIONAL BANK OF DALLAS, 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 REPUBLIC NATIONAL BANK OF DALLAS, a national bank association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein staled.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of October, A.D., 1980

EXHIBIT "A"

- A) SPORTSMAN'S WORLD, SECTION NINE, a subdivision in Palo Pinto County, Texas, described in Plat recorded in Volume 6, Page 15 of the Map Records of Palo Pinto County, Texas; and
- B) SPORTSMAN'S WORLD, SECTION NINE, a subdivision in Palo Pinto County, Texas, described in Plat recorded in Volume 6, Page 15 of the Map Records of Palo Pinto County, Texas.

THE STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPORTSMAN'S WORLD, SECTIONS ONE AND TWO

WHEREAS, by that certain instrument dated April 18, 1979, and designated as "Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two" executed by LANDAR CORPORATION, as Declarant, and recorded under Palo Pinto County Clerk's File No. 3373 (hereinafter referred to as "said Declaration"), that certain subdivision known as Sportsman's World, Sections One and Two, described in the plats recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23 of the Map Records of Palo Pinto County, Texas (hereinafter referred to as "Sections One and Two"), was encumbered and subjected to those certain easements covenants, restrictions, conditions and charges described in said Declaration to which said Declaration reference is made for more particular description and all other pertinent purposes; and

WHEREAS, Section 3 (Amendments) of Article IX (General Provisions) of said Declaration provides as follows:

This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both classes of membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

WHEREAS, Landar Corporation is the owner of certain property within the area described in said Declaration, which is more particularly described as follows to wit;

Lots Fifty-two (52), Fifty-three (53) and Fifty-four (54) in Block Two (2) of Section Ten (10), of Sportsman's World Subdivision, a subdivision in

Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 16 of the Map Records of Palo Pinto County, Texas.

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block One (1), and Lots Twenty-four (24) and Twenty-five (25) in Block One (1) in Section Two (2), of Sportsman's World Subdivision, a subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 5, Page 23 of the Map Records of Palo Pinto County, Texas.

Lots Three (3) and Four (4) in Block Two (2) of Section Thirteen (13), of Sportsman's World Subdivision, a subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 14 of the Map Records of Palo Pinto County, Texas.

Lots One (1), Two (2), Three (3) and Four (4) in Block One (1) of Section Six (6), of Sportsman's World Subdivision, a subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 5, Page 30 of the Map Records of Palo Pinto County, Texas.

Lots Four (4), Five (5), and Six (6) in Block Two (2) of Section Five (5), of Sportsman's World Subdivision, a subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 5, Page 29 of the Map Records of Palo Pinto County, Texas.

Lots One (1) through Three (3) in Block Two (2) of Section Four (4), of Sportsman's World Subdivision, a subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 5, Page 28 of the Map Records of Palo Pinto County, Texas.

Lots Four (4) through Fourteen (14) in Block Two (2) of Section Four (4), of Sportsman's World Subdivision, a subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 5, Page 28 of the Map Records of Palo Pinto County, Texas.

Lots One (1) through Eleven (11) in Block Two (2) of Section Three (3), of Sportsman's World Subdivision, a subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 5, Page 27 of the Map Records of Palo Pinto County, Texas.

WHEREAS, it is deemed to be in the best interest. of the Association and for the benefit of both present and future owners of the lots subject to the above described Declaration of Covenants, Conditions and Restrictions to amend the Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two to allow the building of outbuildings, including but not limited to barns, garages, and hobby rooms, and to allow fences within fifty (50)

feet from the front (roadside) property line (unless a waiver is obtained from the Architectural Control Committee for decorative fences) and within twenty-five (25) feet from the side property line when the tract abuts a residential lot (unless approval is obtained from the effected property owners) and with no offset on the back property line, on the above referenced property.

NOW THEREFORE, SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as "Association") hereby amends the Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two, under and pursuant to the provisions of Section 3 of Article IX of said Declaration, to provide that outbuildings, including barns, garages, and hobby rooms, may be built on the above referenced property; and that fences may be built on the above referenced property within fifty (50) feet from the front (roadside) property line (unless a waiver is obtained from the Architectural Control Committee for decorative fences) and within twenty-five (25) feet from the side property line when the tract abuts a residential lot (unless approval is obtained from the effected property owners) and fences may be erected on the rear property line.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of March, A.D., 1986.

ATTEST
<Kathy L Shelling>
Secretary

LANDAR CORPORATION
By: <Robert Darnell>
Vice President

PROPERTY
ASSOCIATION, INC.

SPORTSMAN'S WORLD
OWNERS
By: <George E. Monie>
President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared <Robert Darnell>, President, 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 LANDAR CORPORATION, a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, A.D., 1986.

Notary Public - State of Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared <George Monie>, President, 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 SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, A.D., 1986.

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPORTSMAN'S WORLD, SECTIONS ONE AND TWO

WHEREAS, by that certain instrument dated April 18, 1979, and designated as "Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One, and Two" executed by LANDAR CORPORATION, as Declarant, and recorded under Palo Pinto County Clerk's File No. 3373 (hereinafter referred to as "said Declaration"), that certain subdivision known as Sportsman's World, Sections One and Two, described in the plats recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23 of the Map Records of Palo Pinto County, Texas (hereinafter referred to as "Sections One and Two"), was encumbered and subjected to those certain easements covenants, restrictions, conditions and charges described in said Declaration to which said Declaration reference is made for more particular description and all other pertinent purposes; and

WHEREAS, Section 3 (Amendments) of Article IX (General Provisions) of said Declaration provides as follows:

This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both classes of membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

WHEREAS, Landar Corporation is the owner of certain property within the area described in said Declaration, which is more particularly described as follows to wit;

Lots Twenty-two (22) thru Twenty-eight (28) in Block One (1) of Sections Eight (8) of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat

thereof recorded in Volume 6, Page 9 of the Map Records of Palo Pinto County, Texas.

Reserve "C" in Section Eight (8) of Sportsman's World Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof, recorded in Volume 6, Page 9 of the Map Records of Palo Pinto County, Texas.

WHEREAS, it is deemed to be in the best interest. of the Association and for the benefit of both present and future owners of the lots subject to the above described Declaration of Covenants, Conditions and Restrictions to remove the above described property from the Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two.

NOW THEREFORE, SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as "Association") hereby amends the Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two, under and pursuant to the provisions of Section 3 of Article IX of said Declaration, and declares that all of the above described property shall no longer be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and charges contained in said Declaration. Said Property is hereby removed from the jurisdiction of Sportsman's World Property Owners' Association, Inc. The easements, covenants, restrictions conditions and charges of said Declaration shall not be binding upon any parties having or acquiring any right, title or interest in said above Described property, or any part thereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of March, A.D., 1986.

ATTEST
<Kathy L Shelling>
Secretary

LANDAR CORPORATION
By: <Robert Darnell>
Vice President

PROPERTY
ASSOCIATION, INC.

SPORTSMAN'S WORLD
OWNERS
By: <George E. Monie>
President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared <Robert Darnell>, President, 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 LANDAR CORPORATION, a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, A.D., 1986.

Notary Public - State of Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared <George Monie>, President, 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 SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, A.D., 1986.

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPORTSMAN'S WORLD, SECTIONS ONE AND TWO

WHEREAS, by that certain instrument dated April 18, 1979, and designated as "Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One, and Two" executed by LANDAR CORPORATION, as Declarant, and recorded under Palo Pinto County Clerk's File No. 3373 (hereinafter referred to as "said Declaration"), that certain subdivision known as Sportsman's World, Sections One and Two, described in the plats recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23 of the Map Records of Palo Pinto County, Texas (hereinafter referred to as "Sections One and Two"), was encumbered and subjected to those certain easements covenants, restrictions, conditions and charges described in said Declaration to which said Declaration reference is made for more particular description and all other pertinent purposes; and

WHEREAS, Section 3 (Amendments) of Article IX (General Provisions) of said Declaration provides as follows:

This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both classes of membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

WHEREAS, Landar Corporation is the owner of certain property within the area described in said Declaration, which is more particularly described as follows to wit;

Lots Seven (7) thru Eleven (11) in Block One (1) of Section Seven (7) of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto

County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 8 of the Map Records of Palo Pinto County, Texas.

Lots Five (5) thru Ten (10) inclusive, in Block Two (2), of Section Seven (7) of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 8 of the Map Records of Palo Pinto County, Texas.

Lots Eleven (11) through Fifteen (15) in Block Two (2) of Section Seven (7) of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 8 of the Map Records of Palo Pinto County, Texas.

Lots Forty-three (43) thru Forty-eight (48), inclusive, in Block One (1) of Section Ten (10), of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 16 of the Map Records of Palo Pinto County, Texas.

Lots One (1) and Two (2) and Lots Six (6) thru Ten (10), inclusive, in Block Three (3) of Section Nine (9), and Lots One (1) thru Five (5), inclusive, in Block Two (2) of Section Nine (9), of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 9 of the Map Records of Palo Pinto County, Texas.

Lots Ten (10) thru Fifteen (15), inclusive, in Block One (1) of Section Thirteen (13), of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 14 of the Map Records of Palo Pinto County, Texas.

Lots Seven (7) thru Sixteen (16), inclusive, in Block Two (2) of Section Eight (8), and Lots One (1) thru Five (5), inclusive in Block One (1) of Section Eight (8), and Lots Twenty (20) of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 9 of the Map Records of Palo Pinto County, Texas.

Lots One (1) through Six (6) in Block Three (3) of Section Five (5), of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 5, Page 29 of the Map Records of Palo Pinto County, Texas.

Lots One (1) thru Four (4), inclusive, in Block Two (2) of Section Seven (7), of SPORTSMAN'S WORLD Subdivision, a Subdivision in

Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 8 of the Map Records of Palo Pinto County, Texas.

Lots Twenty (20) and Twenty-one (21), in Block Two (2) of Section Eight (8), of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 9 of the Map Records of Palo Pinto County, Texas.

Lots Seven (7) thru Eleven (11), in Block Three (3) of Section Five (5), of SPORTSMAN'S WORLD Subdivision, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 6, Page 29 of the Map Records of Palo Pinto County, Texas.

WHEREAS, it is deemed to be in the best interest. of the Association and for the benefit of both present and future owners of the lots subject to the above described Declaration of Covenants, Conditions and Restrictions to amend the Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two to allow the building of outbuildings, including but not limited to barns, garages, and hobby rooms, and to allow fences within fifty (50) feet from the front (roadside) property line (unless a waiver is obtained from the Architectural Control Committee for decorative fences) and within twenty-five (25) feet from the side property line when the tract abuts a residential lot (unless approval is obtained from the effected property owners) and with no offset on the back property line, and to allow the grazing of livestock, limited to no more than four (4) of either horses and/or cattle on the above referenced property.

NOW THEREFORE, SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as "Association") hereby amends the Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two, under and pursuant to the provisions of Section 3 of Article IX of said Declaration, to provide that outbuildings, including barns, garages, and hobby rooms, may be built on the above referenced property; and that fences may be built on the above referenced property within fifty (50) feet from the front (roadside) property line (unless a waiver is obtained from the Architectural Control Committee for decorative fences) and within twenty-five (25) feet from the side property line when the tract abuts a residential lot (unless approval is obtained from the effected property owners) and fences may be erected on the rear property line; and that livestock may be grazed on the above referenced property limited to no more than four (4) of either horses and/or cattle only.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of March, A.D., 1986.

ATTEST

LANDAR CORPORATION

<Kathy L Shelling>
Secretary

By: <Robert Darnell>
Vice President

PROPERTY
ASSOCIATION, INC.

SPORTSMAN'S WORLD
OWNERS

By: <George E. Monie>
President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared <Robert Darnell>, President, 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 LANDAR CORPORATION, a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, A.D., 1986.

Notary Public - State of Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared <George Monie>, President, 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 SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, A.D., 1986.

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPORTSMAN'S WORLD, SECTIONS ONE AND TWO

WHEREAS, by that certain instrument dated April 18, 1979, and designated as "Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One, and Two" executed by LANDAR CORPORATION, as Declarant, and recorded under Palo Pinto County Clerk's File No. 3373 (hereinafter referred to as "said Declaration"), that certain subdivision known as Sportsman's World, Sections One and Two, described in the plats recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23 of the Map Records of Palo Pinto County, Texas (hereinafter referred to as "Sections One and Two"), was encumbered and subjected to those certain easements covenants, restrictions, conditions and charges described in said Declaration to which said Declaration reference is made for more particular description and all other pertinent purposes; and

WHEREAS, Section 3 (Amendments) of Article IX (General Provisions) of said Declaration provides as follows:

This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both classes of membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

WHEREAS, Bill Averitt and Company is the owner of certain property within the area described in said Declaration, which is more particularly described as follows, to wit:

Lots One (1), Two (2) and Three (3) in Block One (1) of SECTION ONE (1), of SPORTSMAN'S WORLD SUBDIVISION, a Subdivision in Palo Pinto County, Texas according to the Map or Plat

thereof recorded in Volume 5, Pages 21 and 22 of the Real Property Records of Palo Pinto County, Texas, and

Lots One (1) and Two (2) in Block One (1) of SECTION THREE (3), of SPORTSMAN'S WORLD SUBDIVISION, a Subdivision in Palo Pinto County, Texas according to the Map or Plat thereof recorded in Volume 5, Page 27 of the Real Property Records of Palo Pinto County, Texas.

WHEREAS, the subject property is restricted to a multi-family project only.

WHEREAS, it is deemed to be in the best interest of the Association and for the benefit of both present and future owners of the lots subject to the above described Declaration of Covenants, Conditions and Restrictions to remove the above described property from the Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two.

WHEREAS, the owner of each Multi-Family Unit on the above Described property will be contractually obligated to join Sportsman's World Property Owners' Association, Inc. and to pay the full standby fees and Maintenance fees when each unit is sold and closed or leased to individual unit owners;

WHEREAS, the Multi-Family Project proposed shall be at maximum a two-story building with a building set back line of 10 feet on the side property line and twenty-five (25) feet on the front property line;

WHEREAS, the plans and specifications for the Multi-Family Project will be submitted to the Architectural Control Committee of Sportsman's World Property Owners' Association for approval as to the exterior appearance of the Building and its harmony with the surrounding terrain, which approval shall not be unreasonably withheld.

NOW THEREFORE,SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as "Association"), hereby amends the Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Section One and Two, under and pursuant to the provisions of Section 3 of Article IX of said Declaration, and declares that all of the above described property shall no longer be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and charges contained in said Declaration. Said Property is hereby removed from the jurisdiction of Sportsman's World Property Owners Association, Inc., subject to the above. The easements, covenants, restrictions, conditions and charges of said Declaration shall not be binding upon any parties having or acquiring any right, title or interest in said above described property, or any part thereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 23rd day of July, A.D., 1986.

BILL AVERITT AND COMPANY
By: <Bill Averitt>
President

SPORTSMAN'S WORLD
PROPERTY OWNERS
ASSOCIATION, INC.
By: <George E. Monie>
President

STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared <Bill Averitt>, President, 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 BILL AVERITT COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of July, A.D. ,
1986.

Notary Public State of Texas
La Juan Jones
Commision Expires 9/9/89

THE STATE OF TEXAS
COUNTY OF PALO PINTO

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared <George Monie>, President, 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 SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, A.D.,
1986.

Notary Public - State of Texas
James L. Kington
Commission Expires 10/20/89

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SPORTSMAN'S WORLD, SECTIONS ONE THROUGH
TEN, AND SECTION THIRTEEN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE
 PRESENTS:
COUNTY OF PALO PINTO §

THAT, THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Second Amendment"), is made effective as of the date hereinafter set forth by the SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION (the "Association"), a Texas non-profit corporation;

W I T N E S S E T H:

WHEREAS, LANDAR CORPORATION, a Texas corporation (hereinafter referred to as the "Declarant"), has heretofore executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPORTSMAN'S WORLD, SECTIONS ONE AND TWO (the "Original Declaration"), dated April 18, 1979, recorded in Volume 530, Page 296, of the Deed Records of Palo Pinto County, Texas (bearing Palo Pinto County Clerk's File No. 3373), imposing on SPORTSMAN'S WORLD, SECTIONS ONE AND TWO, a subdivision in Palo Pinto County, Texas, according to the maps or plats thereof recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23, of the Map Records of Palo Pinto County, Texas, all those certain covenants, conditions, restrictions, charges, easements and liens therein set forth for the benefit of said property and each owner thereof; and

WHEREAS, by those three (3) certain instruments entitled, respectively, Supplemental Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One through Six, dated September 10, 1979, Supplemental Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One Through Eight and Thirteen, dated May 22, 1980, and Supplemental Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One Through Ten and Thirteen, dated October 24, 1980 (collectively, the "Supplemental Declarations"), recorded in Volume 535, Page 234, Volume 547, Page 815, and Volume 556, Page 295, respectively, of the Deed Records of Palo Pinto County, Texas, Declarant has heretofore added additional lands to the area covered by the original Declaration, said additional lands being designated as Sportsman's World, Sections Three through Ten, and Section Thirteen, subdivisions in Palo Pinto County, Texas, according to the maps or plats thereof recorded in Volume 5, Pages 27, 28, 29, and 30, and Volume 6, Pages 8, 9, 11, 15 and 16, respectively, of the Map Records c-)i@ Palo Pinto County, Texas (Sportsman's World

Sections One through Ten, and Section Thirteen, as amended by any replats or partial replats of all or any portion thereof, being hereinafter referred to collectively as the "Subdivision"), reference being here made to the plats and replats of Sportsman's World Sections One through Ten, and Section Thirteen, for a more particular description of the properties included in the Subdivision; and

WHEREAS, the original Declaration has heretofore been amended by four (4) certain instruments, each entitled Amendment of Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two (collectively, the "First Amendment"), said four instruments being heretofore recorded in Volume 671, Pages 149, 156, 159 and 163, respectively, of the Deed Records of Palo Pinto County, Texas (the original Declaration, as amended by the First Amendment, being hereinafter referred to as the "Declaration"), and

WHEREAS Article IX (General Provisions), Section 3. (Amendments) of the Original Declaration provides as follows:

"Section 3. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended"; and

WHEREAS, pursuant to the power reserved in Article IX, Section 3. of the Original Declaration, those Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership in the Association have approved the amendment of the Declaration as hereinafter provided;

NOW, THEREFORE, the President of the Association, acting herein pursuant to the express power reserved to the Members in Article IX, Section 3. of the Declaration, hereby declares that the Declaration has been and shall hereafter be amended as follows:

- 1 . Unless otherwise expressly provided herein, all defined terms used in this Second Amendment shall have the same respective meanings as are ascribed to such terms in the Original Declaration.
2. The following provisions are hereby added to the Declaration, and shall hereafter constitute and be Article X of the Declaration:

ARTICLE X
LAND USE BOARD

Section 1. Creation of Land Use Board. (a) There is hereby created a five-member board (hereinafter referred to as the "Land Use Board") for the purposes of: (1) considering petitions from Owners for the alteration of permitted land use for one or more Lots or Building Plots from single-family residential use, as provided for in Section 1. of Article VIII of this Declaration, to "multi-family residential use" (as hereinbelow defined), pursuant to the procedures set forth in Section 2. of this Article X; and (2) considering petitions from Owners for the alteration of permitted land use for one or more Lots or Building Plots from single-family residential use to ,single-family residential estate use" (as hereinbelow defined), pursuant to the procedures set forth in Section 3. of this Article X.

For purposes hereof, "multi-family residential use" shall mean and refer to the use of one (1) or more contiguous Lots or Building Plots for the construction of a duplex, triplex, fourplex, townhouse project, condominium project, apartment complex, or other residential use project containing more than one (1) Living Unit, together with the associated parking structures, if applicable. For purposes hereof, "single-family residential estate use" shall mean and refer to the use of one (1) or more contiguous Lots or Building Plots for the construction of one (1) single-family residence in accordance with the provisions and restrictions of the Declaration, except that (i) such single-family residence project may include outbuildings (including but not limited to barns), garages and hobby rooms, (ii) fences may be constructed along the front (roadside) property line of such tract, but not closer than fifty (50) feet from the roadway right-of-way (unless the Land Use Board approves a variance for decorative fences to be nearer to the right-of-way), (iii) fences may be constructed along the side property lines of such tract, but not closer than twenty-five (25) feet from a side property line when the tract abuts a residential Lot or Building Plot (unless approval is obtained from the effected property Owners), (iv) fences may be constructed along the rear property line of such tract, with no setback therefrom required, and (v) livestock may be grazed on such tract, but such livestock shall be limited to no more than a total of four (4) horses and/or cattle only.

The duties of the Land Use Board shall be: (i) to promulgate and publish a form of application for use by Owners in the Subdivision in the event any such Owner desires to petition the Land Use Board to have the permitted use of such Owner's Lot(s) or Building Plot(s) changed from single-family residential use to multi-family residential use, or from single-family residential use to single-family residential estate use; (ii) to schedule and conduct hearings regarding the impact of proposed multi-family residential projects, and/or proposed single-family residential estate projects, within the Subdivision in the event any such applications are made; and (iii) to determine whether alteration of permitted use of a particular Lot or Building Plot (or group of contiguous Lots or Building Plots) from single-family residential use to multi-family residential use, or from single family residential use to single-family residential estate use, will enhance and protect the value, desirability and attractiveness of the Subdivision and will be consistent with uniform planning for economic growth and development of the Subdivision.

(b) The Land Use Board shall consist of five (5) members, occupying five (5) positions designated as Positions 1, 2, 3, 4, and 5, corresponding to the five (5) "precincts" set forth below. Each of the Land Use Board Members occupying Positions 1, 2, 3, 4 and 5 shall be appointed by majority vote of the Board of Trustees of the Association. Those Land Use Board Members occupying Positions 1, 2, 3, and 4 on the Land Use Board must be Owners of a Lot or Building Plot in the respective precinct they represent, as set forth below, but need not be a resident in such precinct. The Land Use Board Member occupying Position 5 on the Land Use Board must be the Owner of a Lot or Building Plot in the Subdivision, but need not be a resident of the Subdivision. At the annual meeting of the Association for calendar year 1986, the Board of Trustees of the Association shall appoint two Land Use Board Members (those occupying Positions 1 and 2) for a term of one (1) year, two Land Use Board Members (those occupying Positions 3 and 4) for a term of two (2) years, and one Land Use Board Member (the member occupying Position 5) for a term of three (3) years, respectively. Thereafter, all Land Use Board Members shall be appointed for three (3) year terms. No person shall occupy more than one (1) Position on the Land Use Board at any time.

Any vacancy, from whatever cause, occurring in the Land Use Board shall be filled by appointment made by the majority vote of the Board of Trustees of the Association. The person appointed by the Board of Trustees of the Association to fill such vacancy shall serve for the remainder of the unexpired term of said appointed Land Use Board Member's predecessor, and thereafter until his successor is duly appointed and qualified. Land Use Board Members shall receive no compensation for their services, but by resolution of the Land Use Board a Land Use Board Member may be reimbursed for reasonable expenses and costs incurred by him in carrying out his duties. The Land Use Board shall have the power to and shall enact any rules, bylaws, procedures and regulations, not inconsistent with this Declaration, including, but not limited to, election of a Chairman, delegation of powers, election of committees, establishment of a schedule of fees, and adoption of rules of procedure, necessary or appropriate to carry out the duties, business and affairs of the Land Use Board. The presence of at least four (4) of the Land Use Board Members at any meeting of the Land Use Board shall constitute a quorum of the Land Use Board. The Land Use Board shall act by majority vote of the Land Use Board Members attending any meeting At which a quorum of the Land Use Board is present.

(c) The following table sets forth the areas of the Subdivision (hereinafter referred to as the "precincts") from which the Land Use Board Members will be selected:

Land Use Board Member		
Position		Precinct Represented Precinct Description
1	1	See Exhibit "A"
2	2	See Exhibit "A"

3	3	See Exhibit "A"
4	4	See Exhibit "A"
5		Subdivision at large N/A

The Land Use Board Members shall not be personally liable to the owners, the Declarant or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any Multi-Family Project Plans or Single-Family Estate Project Plans, each as hereinbelow defined), except for willful misconduct. Every person who submits any Multi-Family Project Plans or Single-Family Estate Project Plans to the Land Use Board for approval as herein provided agrees by submission of such Multi-Family Project Plans or Single-Family Estate Project Plans, and every owner or person claiming by or through an Owner agrees by acquiring title to any part of the Properties in the Subdivision or any interest in such Properties, that it will not bring any action, suit or other proceeding against the Land Use Board, or any one or more of the Land Use Board Members, their respective agents, employees, members, successors or assigns, to recover any damages as a result thereof.

(d) The Association shall indemnify, defend and hold harmless the Land Use Board Members, their heirs and legal representatives, against all contractual and other liabilities to others arising out of (i) contracts made by the Land Use Board Members on behalf of the Owners or the Association, or (ii) acts or omissions of the Land Use Board Members, or arising out of their status as Land Use Board Members, unless any such contract, act or omission constitutes willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Land Use Board Member may be involved by virtue of being or having been a Land Use Board Member; provided, however, that such indemnity shall not be operative with respect to: (1) any matter as to which such Land Use Board Member shall have finally been adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such Land Use Board Member; or (2) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Land Use Board, there is no reasonable ground for such person being adjudged liable for willful misconduct in the performance of his duties as such Land Use Board Member.

(e) Each Land Use Board Member shall be obligated to disqualify himself from consideration by the Land Use Board of any petition for alteration of land use for any Lot(s) or Building Plot(s) in which such Land Use Board Member is an "interested party". For purposes hereof, such Land Use Board Member shall be deemed an "interested party" if: (i) such Land Use Board Member has any direct or indirect ownership interest in or to the Lot(s) or Building Plot(s) that is/are the subject of such petition for alteration of land use or the Multi-Family Project (as hereinbelow defined) or Single-Family Estate Project (as hereinbelow defined) proposed therefor;

or (ii) such Land Use Board Member has any direct or indirect ownership interest in the Owner (or proposed Owner) of such Lot(s) or Building Plot(s); or (iii) such Land Use Board Member otherwise has or will obtain or acquire a direct or indirect financial benefit from the approval of the land use alteration requested [such as, without being limited to, a commission for the sale of such Lot(s) or Building Plot(s), or a fee for the development or construction of the proposed Multi-Family Project or Single-Family Estate Project]. In the event any Land Use Board Member is disqualified from the consideration of a petition for land use alteration as herein provided, then the Board of Trustees of the Association shall appoint a temporary Land Use Board Member (to represent the precinct of the disqualified Land Use Board Member) to occupy the Position of the disqualified Land Use Board Member during consideration of such petition for land use alteration, such temporary Land Use Board Member's duties to relate only to consideration of the petition for land use alteration in which such disqualified Land Use Board Member is an interested party ' Any and all temporary Land Use Board Members must satisfy all qualifications set forth herein for the Land Use Board Position occupied.

Section 2. Multi-Family Project Plans Review Procedure. (a) Notwithstanding the provisions of Section 1. of Article VIII of this Declaration, the Owner of any Lot or Building Plot in the Subdivision, or the Owner or Owners of a group of two (2) or more contiguous Lots or Building Plots in the Subdivision (or his/their representative as herein provided) shall have the right to petition the Land Use Board of the Subdivision to have such Lot(s) or Building Plot(s) designated as a Lot(s) or Building Plot(s) for multi-family residential use. Any such petition must be signed by the record fee title Owner(s) of the Lot(s) or Building Plot(s), or by a contract purchaser or optionee of such Lot (a) or Building Plot (s) having the express, written authorization of the record fee title Owner of Lot(s) or Building Plot(s) to file such petition. To secure the review by the Land Use Board for a petition to alter the land use of such Lot(s) or Building Plot(s) from single-family residential use to multifamily residential use, as required in this Article X, an Owner (or his representative as herein provided) shall deliver to the Land Use Board (i) an application for land use alteration in the form promulgated from time to time by the Land Use Board, (ii) the required fee for the review of such application, as established from time to time by the Land Use Board, and (iii) in form and substance reasonably satisfactory to the Land Use Board, the number of complete sets hereinafter set forth of (without being limited to):

- (1) If applicable, a preliminary partial replat of the precinct in which the proposed multi-family residential project (the "Multi-Family Project") is to be situated, reflecting any proposed replatting of such precinct;
- (2) A preliminary engineering report for the Multi-Family Project, including (without limitation) a commitment letter from the Sportsman's World Municipal Utility District with respect to utility availability (such commitment letter to address, among other matters, how such Multi-Family Project will be assessed for District connection fees, user fees and

tax purposes), and a letter from the Sportsman's World Recreation Association with respect to the use of recreational facilities of the Subdivision by the occupants of such Multi-Family Project (such letter to address, among other matters, how such Multi-Family Project will be treated for Association assessment purposes);

- (3) A tax base impact study, reflecting the anticipated impact of the proposed Multi-Family Project on the tax base of Sportsman's World Municipal Utility District revenues;
- (4) A "Schematic Design Plan" of the Multi-Family Project, which shall include:
 - (i) a project site plan showing the location, dimensions and orientation to boundary lines and any setback lines of all proposed buildings), parking garages and other structures included in the proposed MultiFamily Project, and reflecting all proposed landscaping, and reflecting the proposed means of ingress and egress and driveway and traffic patterns;
 - (ii) design elevation of, and a core plan for, and a description of the height and size of each building in the proposed Multi-Family Project;
 - (iii) a description of the exterior materials concept for each building in the MultiFamily Project;
 - (iv) the number of parking spaces to be contained in parking garage structures, and the number of surface parking spaces (if any);
 - (v) a general description of the type, number, size and location of exterior signs; and
 - (vi) the preliminary grading and drainage plans, including the invert elevation, of all sanitary and storm sewer connections and the location of all utility connections;
- (5) Drawings and detail of all exterior surfaces, showing elevations, and including the color, quality and type of exterior construction materials;
- (6) The type, style, size and candle power of all outdoor lighting fixtures;
- (7) Drawings and design specifications of all proposed exterior signs or graphics, including the colors thereof and the quality and type of materials to be used and the manner of illumination;

- (8) A preliminary "Construction site Plan". which shall include:
- (i) a site plan showing the intended areas for parking, during construction, by the employees of the Owner and its contractor(s), subcontractors) and material-men, and the proposed area for storage of construction materials;
 - (ii) a description of the type, height and finish of the construction site fencing, if any, proposed for use; and
 - (iii) the type and amount of security proposed for deposit by the building site owner and/or its contractors) with the Association to secure the obligation of the building site Owner and its contractors) to clean and/or repair damage done to the streets, utility lines and/or adjacent properties in the Subdivision by or during the construction process; and
- (9) All such other information as may be reasonably required which will enable the Land Use Board to determine the location, scale, design, character, style and appearance of such Owner's proposed Multi-Family Project.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Multi-Family Project Plans") shall conform to the applicable provisions of this Declaration. The Owner shall supply four (4) sets of all required items.

- (a) Upon application of an owner to the Land Use Board for an alteration of permitted land use from single-family residential use to multi-family residential use as hereinabove provided (complete with all items listed above), the Land Use Board shall send written notice to all owners in the Subdivision (as reflected by the records of the Association as of the date such notice is forwarded) of the scheduled hearing date for consideration of such application. Such hearing shall be scheduled for the day of the next scheduled monthly meeting of the Board of Trustees of the Association, but shall not be held sooner than ten (10) days after the effective date of written notice of such hearing has been given to all Owners as herein provided. Such notice shall be forwarded (i) by certified mail, postage prepaid, with return receipt requested, to all Owners within the same precinct as the Lot(s) or Building Plot(s) of the proposed Multi-Family Project and to the President of the Association, and (ii) by prepaid, first-class mail to all other Owners in the Subdivision. An additional copy of the notice of such hearing shall be posted at the Association Lodge, or such other place as the Association may designate from time to time for the posting of public notices, and a sign shall be placed on the Lot(s) or Building Plot(s) of the proposed Multi-Family Project, indicating that a petition for alteration of permitted land use has been filed and indicating the date of the scheduled

hearing to consider such petition. A Copy of the proposed Multi-Family Project Plans shall be made available at the Association offices for inspection by interested Owners in the Subdivision.

The hearing shall be held on a weekend day (Saturday or Sunday) at the same location as the Association Board of Trustees monthly meeting, immediately preceding or following such meeting. At the hearing, the Land use Board shall (1) certify as to the giving of proper notice of the hearing to all Owners of record in the Subdivision, as of the date such notice was forwarded (and upon such certification by the Land Use Board, proper notice of the hearing shall be conclusively presumed to have been given, (2) question the Owner petitioning for such land use alteration and his representatives as to particular aspects of the Multi-Family Project Plans submitted to the Land Use Board by such Owner, as appropriate, and (3) receive comments or statements from the Owner of the proposed Multi-Family Project, officers of the Association, members of the Architectural Control Committee, and other Owners in the Subdivision regarding such proposed Multi-Family Project.

Within thirty (30) days after the hearing for consideration of such petition has been held, as provided in subsection (b) above, the Land Use Board shall notify the Owner of such Lot(s) or Building Plot(s) in writing whether the submitted Multi-Family Project Plans have been approved or disapproved. If the Land Use Board determines that approval of such Multi-Family Project is consistent with the overall planning for economic growth and development of the Subdivision and will enhance and protect the value, desirability and attractiveness of the Subdivision, the Land Use Board will prepare and deliver to the Owner of the Lot(s) or Building Plot(s) an instrument indicating that such Lot(s) or Building Plot(s) may be used for the construction of such approved Multi-Family Project. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Should the Land Use Board fail to approve or disapprove the Multi-Family Project Plans in writing within such thirty (30) day period, then approval of the Land Use Board shall be conclusively presumed to have been granted; provided, however, that such presumption shall not be deemed to be a waiver of the applicable provisions of this Declaration (except those provisions requiring single-family residential use).

Approval (or deemed approval) by the Land Use Board of MultiFamily Project Plans as hereinabove provided: (i) shall constitute Architectural Control Committee approval of the MultiFamily Project Plans for purposes of Article IV of this Declaration [but subject to the provisions of subsection (e) below]; (ii) shall constitute consent of the Land Use Board and the Association to any required replotting or partial replotting of the Lot(s) or Building Plot(s) involved in the proposed MultiFamily Project, subject to applicable provisions of any municipal, county or state laws or regulations (if any) controlling any such replotting or partial replotting; and (iii) whether or not any replotting or partial replotting is proposed or accomplished by the Owner of such Lot(s) or Building Plot(s), shall constitute Architectural Control Committee designation of the Lot(s) or Building Plot(s) involved in the proposed MultiFamily Project as a single building site,

for purposes of and as provided in Article IX (General Provisions), Section 9. (Building Sites), of the Declaration, such that buildings may be constructed across interior Lot or Building Plot lines situated between the Lots or Building Plots composing the approved MultiFamily Project, and such that building setback requirements shall relate to the property lines of the designated building site rather than the property lines of the individual Lot(s) or Building Plot(s) composing the approved Multi-Family Project.

Upon approval (or deemed approval) by the Land Use Board of Multi-Family Project Plans as hereinabove provided, the Land Use Board shall notify in writing the office of the Palo Pinto County Tax Appraisal District (or other appropriate agency responsible for valuation of property for ad valorem real property tax purposes) of the alteration of permitted use of such Lot(s) or Building Plot(s).

If the Land Use Board disapproves any part of the MultiFamily Project Plans, the Owner may revise the Multi-Family Project Plans to incorporate such changes and may deliver the required number of complete sets of revised Multi-Family Project Plans to the Land Use Board and the Land Use Board shall have thirty (30) days within which to (i) review such revised MultiFamily Project Plans to determine the Owner's compliance with the Land Use Board's requested changes, or (ii) at the Land Use Board's election, notify such Owner that a second (or subsequent) hearing has been scheduled for reconsideration of such proposed project. Should the Land Use Board fail to advise the Owner in writing of whether or not the revised Multi-Family Project Plans are in compliance with the suggested changes within the thirty (30) day period, or that a second (or subsequent) hearing has been scheduled for consideration of such project, then the Land Use Board's approval shall be conclusively presumed to have been granted. If the Land Use Board notifies such Owner that a second (or subsequent) hearing has been scheduled, then the provisions of subsections (b) and (c) above shall govern the noticing for and conduct of such second (or subsequent) hearing(s) and the delivery of the decision of the Land Use Board with regard to such revised Multi-Family Project Plans.

The Owner of the Lot(s) or Building Plot(s) for which land use alteration has been granted shall be obligated to secure the approval of the Land Use Board to any material change or revision in such Owner's approved Multi-Family Project Plans in the manner provided in this Article X for the approval of the Multi-Family Project Plans. The Land Use Board shall endeavor to review such changes or revisions within a shorter period of time than the thirty (30) day period provided in subsection (c) above, but shall not be required to do so, and may elect to schedule a subsequent hearing as provided in subsection (d) above.

If the Land Use Board approves any submitted MultiFamily Project Plans, but the Owner of the Lot(s) or Building Plot(s) to which such approved Multi-Family Project Plans relate does not commence construction of such Multi-Family Project within two (2) years after the date of approval, or deemed approval, of such Multi-Family Project Plans (or does not thereafter continuously and diligently pursue construction to completion), then the approval of the Land Use Board for such Multi-Family Project and such Multi-Family Project Plans shall immediately and automatically lapse and be without force or

effect (as though such Multi-Family Project Plans had been disapproved), such Lot(s) or Building Plot(s) shall automatically be restricted in the same manner (including use restrictions) and to the same extent such Lot(s) or Building Plot(s) were restricted prior to approval of such Multi-Family Project Plans (as though no application for land use alteration had been made), and the Owner of such proposed Multi-Family Project shall then be obligated to obtain Land Use Board approval as herein provided before thereafter constructing any such Multi-Family Project.

The approval of the Land Use Board of submitted Multi-Family Project Plans may be assigned or transferred by the Owner of the Lot(s) or Building Plot(s) to which such approved Multi-Family Project Plans relate in connection with the sale, conveyance or other transfer by such Owner of such Lot(s) or Building Plot(s), but any such assignment or transfer of the Land Use Board's approval of such Multi-Family Project Plans shall not alter or affect the applicability of the provisions of subsections (e) and (f) preceding to such approved Multi-Family Project Plans.

Section 3. Single-Family Estate Project Plans Review Procedure. (a) The Owner of any Lot or Building Plot in the Subdivision, or the Owner of a group of two (2) or more contiguous Lots or Building Plots in the Subdivision (or his representative as herein provided) shall have the right to petition the Land Use Board of the Subdivision to have such Lot(s) or Building Plot(s) designated as a Lot(s) or Building Plot(s) for single-family residential estate use. Any such petition must be signed by the record fee title Owner(s) of the Lot(s) or Building Plot(s), or by a contract purchaser or optionee of such Lot(s) or Building Plot(s) having the express, written authorization of the record fee title Owner of Lot(s) or Building Plot(s) to file such petition. To secure the review by the Land Use Board for a petition to alter the land use of such Lot(s) or Building Plot(s) from single-family residential use to single-family residential estate use, as required in this Article X, an Owner (or his representative as herein provided) shall deliver to the Land Use Board (i) an application for land use alteration in the form promulgated from time to time by the Land Use Board, (ii) the required fee for the review of such application, as established from time to time by the Land Use Board, and (iii) in form and substance reasonably satisfactory to the Land Use Board, the number of complete sets hereinafter set forth of (without being limited to):

- (1) If applicable, a preliminary partial replat of the precinct in which the proposed single-family residential estate project (the "Single-Family Estate Project") is to be situated, reflecting any proposed replotting of such precinct;
- (2) A preliminary engineering report for the Single-Family Estate Project, including (without limitation) a commitment letter from the Sportsman's World Municipal Utility District with respect to utility availability (such commitment letter to address, among other matters, how such Single-Family Estate Project will be assessed for District connection fees, user fees and tax purposes), and a letter from the Sportsman's World Recreational Association with respect to the use of recreational facilities

of the Subdivision by the occupants of such Single-Family Estate Project (such letter to address, among other matters, how such Single-Family Estate Project will be treated for Association assessment purposes);

- (3) A "Schematic Design Plan" of the Single-Family Estate Project, which shall include:
 - (i) a project site plan showing the location, dimensions and orientation to boundary lines and any setback lines of all proposed buildings), outbuilding (including but not limited to barns), garages, hobby rooms and other structures included in the proposed Single-Family Estate Project, and reflecting all proposed fences and landscaping;
 - (ii) design elevation of, and a description of the height and size of, each building in the proposed Single-Family Estate Project;
 - (iii) a description of the exterior materials concept for each building in the Single-Family Estate Project;
 - (iv) the preliminary grading and drainage plans, including the invert elevation, of all sanitary and storm sewer connections and the location of all utility connections;
- (4) Drawings and detail of all exterior surfaces, showing elevations, and including the color, quality and type of exterior construction materials; and
- (5) All such other information as may be reasonably required which will enable the Land Use Board to determine the location, scale, design, character, style and appearance of such Owner's proposed Single-Family Estate Project.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Single-Family Estate Project Plans") shall conform to the applicable provisions of this Declaration. The Owner shall supply four (4) sets of all required items.

(b) Upon application of an Owner to the Land Use Board for an alteration of permitted land use from single-family residential use to single-family residential estate use as hereinabove provided (complete with all items listed above), the Land Use Board shall send written notice to all Owners in the Subdivision (as reflected by the records of the Association as of the date such notice is forwarded) of the scheduled hearing date for consideration of such application. Such hearing shall be scheduled, noticed, held and conducted in accordance with the provisions of subsection (b) of Section 2. of this Article X (relating to Land Use Board hearings for proposed Multi-Family Projects). Additionally, all provisions of said Section 2., subsection (c) (relating to the Land Use Board review period and the effect of approval or deemed approval), subsection (d) (relating to the resubmission of disapproved plans), subsection (e) (relating to the

subsequent changes to approved plans), subsection (f) (relating to the termination of approval for failure-to timely construct), and subsection (g) (relating to the assignability of Land Use Board plan approval) shall apply to, govern and control the consideration of Single-Family Project Plans submitted to the Land Use Board under this Section 3. of Article X, as though each and all of such provisions were set forth at length in this Section 3. of Article X.

Upon approval (or deemed approval) by the Land Use Board of Single-Family Estate Project Plans as hereinabove provided, the Land Use Board shall notify in writing the Office of the Palo Pinto County Tax Appraisal District (or other appropriate agency responsible for valuation of property for ad valorem real property tax purposes) of the alteration of permitted use of the Lot(s) or Building Plot(s) composing the approved Single-Family Estate Project.

3. This Second Amendment to the Declaration is intended only to effect the amendments set forth herein; all other covenants, restrictions, charges, easements and liens set forth in the Declaration are hereby ratified and confirmed in all respects and shall continue to apply to the Subdivision according to the provisions thereof.
4. Exhibit "A" attached hereto is incorporated herein by this reference in its entirety and made a part hereof for all purposes.
5. This Second Amendment to the Declaration shall be enforceable in accordance with the terms of Section 13. of Article IX of the Declaration and Texas law, and shall be construed under Texas law.

IN WITNESS WHEREOF, this Second Amendment to the Declaration has been executed to be effective as of the <4th>day of January, 1987

SPORTSMAN'S WORLD PROPERTY
OWNERS ASSOCIATION, INC.

By: <Geo. E. Monie>
Name: George E. Monie
Title: President
the "Association"

THE STATE OF TEXAS

COUNTY OF PALO PINTO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared <George E. Monie>, the President of SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that the same was the act of said

association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of January, 1987

Notary Public in and for
the State of Texas
<James L. Kington>
My Commission Expires: 6/20/87

EXHIBIT "A"
TO
SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SPORTS14AN'S WORLD,
SECTIONS ONE THROUGH TEN, AND SECTION THIRTEEN

Description of Precincts:

PRECINCT #1: Lots 46-72, Block 1, Section I
Lots 1-29, Block 2, Section I
Section IX
Section X

PRECINCT #2: Lots 1-45, Block 1, Section I
Lots 30-61, Block 2, Section I
Section III

PRECINCT #3: Section IV
Section V
Section VI
Section XIII

PRECINCT #4: Section II
Section VII
Section VIII

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPORTSMAN'S WORLD, SECTIONS ONE THROUGH TEN, AND SECTION THIRTEEN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE
PRESENTS:
COUNTY OF PALO PINTO §

THAT, THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Third Amendment") is made effective as of the date hereinafter set forth by the SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION (the "Association"), a Texas non-profit corporation;

W I T N E S S E T H:

WHEREAS, LANDAR CORPORATION, a Texas corporation (hereinafter referred to as the "Declarant"), has heretofore executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPORTSMAN'S WORLD, SECTIONS ONE AND TWO (the "Original Declaration"), dated April 18, 1979, recorded in Volume 530, Page 296, of the Deed Records of Palo Pinto County, Texas (bearing Palo Pinto County Clerk's File No. 3373), imposing on SPORTSMAN'S WORLD, SECTIONS ONE AND TWO, a subdivision in Palo Pinto County, Texas, according to the maps or plats thereof recorded in Volume 5, Pages 21 and 22, and Volume 5, Page 23, respectively, of the Map Records of Palo Pinto County, Texas, all those certain covenants, conditions, restrictions, charges, easements and liens therein set forth for the benefit of said property and each owner thereof; and

WHEREAS, by those three (3) certain instruments entitled, respectively, Supplemental Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One through Six, dated September 10, 1979, Supplemental Declaration of Covenants, Conditions an-3 Restrictions for Sportsman's World, Sections One Through Eight and Thirteen, dated May 22, 1980, and Supplemental Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One Through Ten and Thirteen, dated October 24, 1980 (collectively, the "Supplemental Declarations"), recorded in Volume 535, Page 234, Volume 547, Page 815, and Volume 556, Page 295, respectively, of the Deed Records of Palo Pinto County, Texts, Declarant has heretofore added additional lands to the area covered by the original Declaration, said additional lands being designated as Sportsman's World, Sections Three through Ten, and Section Thirteen, subdivisions in Palo Pinto County, Texas, according to the maps or plats thereof recorded in Volume 5, Pages 27, 28, 29, and 30, and Volume 6, Pages 8, 9, 11, 15 and 16, respectively, of the Map Records of Palo Pinto County, Texas (Sportsman's World Sections One through Ten, and Section Thirteen, as amended by any replats or partial

replats of all or any portion thereof, being hereinafter referred to collectively as the "Properties" or the "Subdivision"), reference being here made to the plats and replats of Sportsman's World Sections One through Ten, and Section Thirteen, for a more particular description of the properties included in the Subdivision; and

WHEREAS, the Original Declaration has heretofore been amended by four (4) certain instruments, each entitled Amendment of Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two (collectively, the "First Amendment"), said four (4) instruments being heretofore recorded on July 30, 1986, in Volume 671, Pages 149, 156, 159 and 163, respectively, of the Deed Records of Palo Pinto County, Texas (bearing Palo Pinto County Clerk's File Nos. 4985, 4987, 4988 and 4989, respectively); and

WHEREAS, the Original Declaration has been further amended by that one (1) certain instrument entitled Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One through Ten, and Section Thirteen (the "Second Amendment"), heretofore recorded on January 7, 1987, in Volume 681, Page 648, of the Deed Records of Palo Pinto County, Texas (bearing Palo Pinto County Clerk's File No. 0120); the Original Declaration, as amended by the First Amendment and the Second Amendment, being hereinafter referred to as the "Declaration"; and

WHEREAS, Article IX (General Provisions), Section 3. (Amendments) of the Original Declaration provides as follows:

"Section 3. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership if the amendment occurs within twenty (20) years after the date of this Declaration, or (ii) the Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Membership if the amendment occurs more than twenty (20) years after the date of this Declaration. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a his Declaration as so amended; and

WHEREAS, pursuant to the Power reserved in Article IX, Section 3. of the Original Declaration, those Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both Classes of membership in the Association have approved the amendment of the Declaration as hereinafter provided;

NOW, THEREFORE, the President of the Association, acting herein pursuant to the express power reserved to the Members in Article IX, Section 3. of the Declaration, hereby declares that the Declaration has been and shall hereafter be amended as follows;

1. Unless otherwise expressly provided herein, all defined terms used in this Third Amendment shall have the same respective meanings as are ascribed to such terms in the Original Declaration.

2. Subsection 3.(i) of Section 3. of Article VIII of the Original Declaration (which Subsection is set out on pages 18 and 19 of the Original Declaration) is hereby deleted in its entirety, and the following provisions are hereby substituted as, and shall hereafter constitute and be, Subsection 3.(i) of Section 3. of Article VIII of the Declaration:

"(i) No boat dock, pier, ramp, slip or related structure or facility (all such structures or facilities being collectively referred to herein as "boat dock facilities") shall be constructed on any Lot, tract or parcel in the Properties abutting Possum Kingdom Lake, or within Possum Kingdom Lake, unless the plans and specifications therefor have been approved by all governmental authorities having jurisdiction with respect thereto (including the Brazos River Authority) and by the Architectural Control Committee. Any boat dock facilities proposed for construction on any Lot, tract or parcel in the Properties abutting Possum Kingdom Lake, or within Possum Kingdom Lake, also shall be subject to each and all of the following restrictions and regulations:

(1.) No boat dock facilities shall be constructed on any Lot, tract or parcel in the Properties abutting Possum Kingdom Lake, or within Possum Kingdom Lake, except in connection with the concurrent construction on such Lot, tract or parcel of a single family or multi-family residential structure, the plans and specifications for which are submitted to "the Architectural Control Committee for review and approval in accordance with the applicable provisions of this Declaration concurrently with the plans and specifications for such boat dock facilities, or to service the existing single-family or multi-family residential structure or structures on such Lot, tract or parcel, the plans and specifications for which were previously approved by the Architectural Control Committee.

(2.) No boat dock facilities shall be constructed on those Lots, tracts or parcels in the Properties specifically listed on Exhibit "A" to the Third Amendment to the Declaration, or within Possum Kingdom Lake to service those Lots, tracts or parcels listed on said Exhibit "A". Construction of boat dock facilities on those Lots, tracts or parcels in the Properties listed on Exhibit "A" to the Third Amendment, or within Possum Kingdom Lake to service such Lots, tracts or parcels, is prohibited either because (i) contracts between the Association (or the Declarant) and the Brazos River Authority prohibit the construction of any boat dock facilities on such Lots, tracts or Parcels in order to comply with guidelines adopted by the Brazos River Authority to protect and preserve the scenic beauty of Possum Kingdom Lake and / or to insure safe navigation and utilization of Possum Kingdom Lake, or (ii) such Lots, tracts or parcels have a sheer or steep cliff face or shoreline abutting Possum Kingdom Lake, the slope of which is perpendicular or so severe as to require the construction and / or installation of a staircase, ladder or elevator / lift device in order to provide access to and from any

boat dock facilities constructed within Possum Kingdom Lake for such Lot, tract or parcel. The restriction set forth in subparagraph (ii) preceding is based upon the determination by the Board of Trustees of the Association and the Architectural Control Committee that the construction, erection or installation of any such staircase, ladder or elevator / lift devices would be detrimental to the uniform plan for the development, improvement and preservation of the Properties because such staircase, ladder and elevator / lift devices are inherently unattractive and would not blend with the natural beauty of the cliff face shoreline of the Properties (and consequently the construction, erection or installation of such devices will adversely affect property values), and such devices are inherently dangerous, the same constituting "attractive nuisances" likely to attract children, and thus the construction, erection, installation and maintenance of such devices within the Properties would constitute a hazard to the health, safety and welfare of the residents of the Properties and their guests. Additionally, with respect to those Lots, tracts and parcels in the Properties specifically listed on Exhibit "A" to the Third Amendment, no such staircase, ladder or elevator / lift devices shall be constructed, erected, installed or placed for any purpose or use within fifty, (50) feet horizontally of the one thousand (1,000) foot contour (i.e., the topographic contour located along a line running at elevation 1,000 feet above mean sea level).

(3.) Any boat dock facilities as may be approved by the Architectural Control Committee for the Lots, tracts or parcels in the Properties abutting Possum Kingdom Lake (and not listed on Exhibit "A" to the Third Amendment), or within Possum Kingdom Lake, shall be subject to restrictions as to type, size and location as follows:

(i) For Lots, tracts or parcels with a lakeshore frontage of seventy-five (75) feet or more: boat dock facilities will be limited to a boat dock, pier or slip which will not extend further than thirty (30) feet into Possum Kingdom Lake from the shoreline (as it may fluctuate with fluctuating lake levels) and which will not be more than thirty (30) feet of in width nor one-third (1/3) the lakefront width of the Lot, tract or parcel, whichever is less. Such boat dock facilities may include an elevated horizontal sun deck not exceeding the dimensions of the boat dock facilities, with the space below the sun deck being kept entirely open and clear except for columns or other structural members as may be necessary to support the sun deck and except for ladders as may be necessary to provide access to the sun deck.

(ii) For Lots, tracts or parcels with a lakeshore frontage of eighteen (18) feet to seventy-five (75) feet in width: boat dock facilities will be limited to a pier which will not extend further than twenty (20) feet into Possum Kingdom Lake from the shoreline (as it may fluctuate with fluctuating lake levels) and which will not be more than six (6) feet in width.

The above standards are subject to the limitations, set forth in the Possum Kingdom Lake Regulations, that no boat dock facilities may extend further into Possum Kingdom Lake from the shoreline than one-third (1/3) of the distance between opposite shorelines, and in narrow sections of Possum Kingdom Lake where the distance between opposite shorelines is one hundred twenty (120) feet or less, a clear channel at least forty (40) feet in width shall be maintained between the facilities on opposite shorelines, with the location of such channel being as nearly as practicable over the deepest portion of that section of Possum Kingdom Lake.

(4.) Permits must be obtained from the Brazos River Authority before construction of any boat dock facilities is initiated. Approval of any proposed boat dock facilities by the Architectural Control Committee does not constitute nor guarantee approval of such boat dock facilities by the Brazos River Authority.

(5.) All boat dock facilities permitted hereunder will be of similar design or construction. No walls or gabled roofs will be allowed. Only materials and finishes which blend with the natural beauty of the area will be approved by the Architectural Control Committee.

(6.) Buoyancy for all floating boat dock facilities shall be provided by Styrofoam or similar flotation materials. Barrels, drums, or other improvised flotation equipment may not be used unless filled with satisfactory flotation material.

(7.) No living quarters, kitchens or toilet facilities, gabled roofs or walls will be allowed in or on any boat dock facilities permitted on Possum Kingdom Lake. Decks of all boat dock facilities must be entirely clear.

(8.) Responsibility for safety and structural soundness of permitted boat dock facilities shall rest entirely with the Owner. The Brazos River Authority will revoke the Permit for any boat dock facilities not properly maintained or not meeting the requirements of the Brazos River Authority's rules and regulations.

(9.) All boat dock facilities must be located and maintained so as not to obstruct access to Possum Kingdom Lake from adjoining properties.

3. Section 3. (Amendments) of Article IX (General Provisions) of the Original Declaration is hereby deleted in its entirety, and the following provisions are hereby substituted as, and shall hereafter constitute and be, Section 3, of Article IX of the Declaration:

"Section 3. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) Members entitled to cast not less than three fourths (3/4) of the aggregate of the votes of both Classes of Membership if the amendment occurs within twenty

(20) years after the date of the Original Declaration, or (ii) the members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Membership if the amendment occurs more than twenty (20) years after the date of the original Declaration; provided, however, that during the entire term of this Declaration, no amendments may be made to Subsection (i) of Section 3, of Article VIII of the Declaration unless approved by one hundred percent (100%) of the aggregate of the votes of both Classes of Membership. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended."

4. This Third Amendment to the Declaration is intended only to effect the amendments set forth herein; all other covenants, restrictions, charges, easements and liens set forth in the Declaration are hereby ratified and confirmed in all respects and shall continue to apply to the Subdivision according to the provisions thereof.

5. Exhibit "A" attached to this Third Amendment is incorporated herein by this reference in its entirety and made a part hereof for all purposes.

6. This Third Amendment to the Declaration shall be enforceable in accordance with the terms of Section 13, of Article IX of the Declaration and Texas law, and shall be construed under Texas law.

IN WITNESS WHEREOF, this Third Amendment to the Declaration has been executed to be effective as of the 5th day of December, 1987.

SPORTSMAN'S WORLD PROPERTY
OWNERS' ASSOCIATION, INC.

BY: <<W.V. Ramsey, Jr. M.D.>>
Name: W.V. Ramsey, Jr. M.D.
Title: President

the "Association"

THE STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. V. Ramsey, Jr. M.D., the President of SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a Texas non-

profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that the same was the act of said association, and that he executed the same as the act of such association, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND, SEAL OF OFFICE this the 5th day of
December, 1982

EXHIBIT "A"

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPORTSMAN'S WORLD, SECTIONS ONE THROUGH TEN, AND SECTION THIRTEEN

Listing of Lots, tracts or parcels on which boat dock facilities are prohibited:

SectionI - All lots in block I and block 2

SectionII - Lots 1 through 8, lots 17 through 21, block 1

SectionIII - Lots 1 through 24, lots 31, 32, In block 1; All lots / tracts, in block 2

SectionIV - All lots / tracts in block 2

Section V - All lots / tracts in block 1, block 2 and block 3

Section VI - Tract 1, and lots 20 through 26, block 1, and lot 6, block 1

Section VII - Lots 1 through 6 and lots 28 through 32, block 1; all lots / tracts in block 2.

Section VIII - All lots / tracts in block 2

SectionIX - All lots / tracts in block 1, block 2 and block 3

SectionX - All lots / tracts in block 1

SectionXIII - All lots / tracts in block I and block 2

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SPORTSMAN'S WORLD, SECTIONS ONE THROUGH
TEN,
AND SECTION THIRTEEN

THE STATE OF TEXAS §
 §· KNOW ALL MEN BY THESE
PRESENTS:
COUNTY OF PALO PINTO §

THAT, THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS (this "Fourth Amendment") is made effective as
of the date hereinafter set forth by the SPORTSMAN'S WORLD PROPERTY
OWNERS' ASSOCIATION, INC. (the "Association"), a Texas non-profit corporation;

W I T N E S S E T H:

WHEREAS, LANDAR CORPORATION, a Texas corporation (hereinafter referred to as
the "Declarant"), has heretofore executed that certain DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPORTSMAN'S WORLD,
SECTIONS ONE AND TWO (the "Original Declaration"), dated April 18, 1979,
recorded in Volume 530, Page 296, of the Deed Records of Palo Pinto County, Texas
(bearing Palo Pinto County Clerk's File No. 3373), imposing on SPORTSMAN'S
WORLD, SECTIONS ONE AND TWO, a subdivision in Palo Pinto County, Texas,
according to the maps or plats thereof recorded in Volume 5, Pages 21 and 22, and
Volume 5, Page 23, respectively, of the Map Records of Palo Pinto County, Texas, all
those certain covenants, conditions, restrictions, charges, easements and liens therein set
forth for the benefit of said property and each owner thereof; and

WHEREAS, by those three (3) certain instruments entitled, respectively, Supplemental
Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections
One through Six, dated September 10, 1979, Supplemental Declaration of Covenants,
Conditions and Restrictions for Sportsman's World, Sections One Through Eight and
Thirteen, dated May 22, 1980, and Supplemental Declaration of Covenants, Conditions
and Restrictions for Sportsman's World, Sections One Through Ten and Thirteen, dated
October 24, 1980 (collectively, the "Supplemental Declarations"), recorded in Volume
535, Page 234, Volume 547, Page 815, and Volume 556, Page 295, respectively, of the
Deed Records of Palo Pinto County, Texas, Declarant has heretofore added additional
lands to the area covered by the Original Declaration, said additional lands being
designated as Sportsman's World, Sections Three through Ten, and Section Thirteen,
subdivisions in Palo Pinto County, Texas, according to the maps or plats thereof recorded
in Volume 5, Pages 27, 28, 29, and 30, and Volume 6, Pages 8, 9, 11, 15 and 16,
respectively, of the Map Records of Palo Pinto County, Texas (Sportsman's World

Sections one through Ten, and Section Thirteen, as amended by any replats or partial replats of all or any portion thereof, being hereinafter referred to collectively as the "Properties" or the "Subdivision"), reference being here made to the plats and replats of Sportsman's World Sections One through Ten, and Section Thirteen, for a more particular description of the properties included in the Subdivision; and

WHEREAS, the Original Declaration has heretofore been amended by four (4) certain instruments, each entitled Amendment of Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One and Two (collectively, the "First Amendment"), said four (4) instruments being heretofore recorded on July 30, 1986, in Volume 671, Pages 149, 156, 159 and 163, respectively, of the Deed Records of Palo Pinto County, Texas (bearing Palo Pinto County Clerk's File NOS. 4985, 4987, 4988 and 4989, respectively); and

WHEREAS, the Original Declaration has been further amended by that one (1) certain instrument entitled Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One through Ten, and Section Thirteen (the "Second Amendment"), heretofore recorded on January 7, 1987, in Volume 681, Page 648, of the Deed Records of Palo Pinto County, Texas (bearing Palo Pinto County Clerk's File No. 0120); and

WHEREAS, the Original Declaration has been further amended by that one (1) certain instrument entitled Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sportsman's World, Sections One Through Ten, and Section Thirteen (the "Third Amendment"), heretofore recorded on February 16, 1988, in Volume 700, Page 322, of the Deed Records of Palo Pinto County, Texas (bearing Palo Pinto County Clerk's File No. 0705); the Original Declaration, as supplemented by the Supplemental Declarations and as amended by the First Amendment, the Second Amendment, and the Third Amendment, being hereinafter referred to as the "Declaration"; and

WHEREAS, Article IX (General Provisions), Section 3. (Amendments) of the Original Declaration, as amended by and restated in the Third Amendment, provides as follows:

"Section 3. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by (i) members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership if the amendment occurs within twenty (20) years after the date of the Original Declaration, or (ii) the Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Membership if the amendment occurs more than twenty (20) years after the date of the Original Declaration; provided, however, that during the entire term of this Declaration, no amendments may be made to Subsection (i) of Section 3. of Article VIII of the Declaration unless approved by one hundred percent (100%) of the aggregate of the votes of both Classes of Membership. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended"; and

WHEREAS, pursuant to the power reserved in Article IX, Section 3. of the Original Declaration (as amended by and restated in the Third Amendment), those Members entitled to cast not less than three-fourths (3/4) of the aggregate of the votes of both Classes of Membership in the Association have approved the amendment of the Declaration as hereinafter provided;

NOW, THEREFORE, the President of the Association, acting herein pursuant to the express power reserved to the Members in Article IX, Section 3. of the Declaration, hereby declares that the Declaration has been and shall hereafter be amended as follows:

1. Unless otherwise expressly provided herein, all defined terms used in this Fourth Amendment shall have the same respective meanings as are ascribed to such terms in the Original Declaration.
2. Section 3. of Article III of the Original Declaration (which Section is set out on pages 7 and 8 of the Original Declaration) is hereby deleted in its entirety, and the following provisions are hereby substituted as, and shall hereafter constitute and be, Section 3. of Article III of the Declaration;

"Section 3. Annual Assessments. The Association, by action of its Board of Trustees, shall levy annual assessments against the Lots or Building Plots, and the Owners of such Lots or Building Plots, to obtain funds reasonably anticipated to be needed for purposes stated in Section 2. hereinabove, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs.

Such annual assessments shall be levied on a uniform basis as follows:

- (a) Until October 1, 1989, the maximum annual assessment (computed and compounded as provided in the original Declaration) is Sixty-Two and 22/100 Dollars (\$62.22) per Lot or Building plot (although the Association has not heretofore levied any annual assessments).
- (b) From and after October 1, 1989, the annual assessments imposed hereunder shall be assessed for, and shall relate to, an 'assessment year' to run from October 1 of each year until and through September 30 of the following year.
- (c) From and after October 1, 1989, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum possible assessment for the previous year without a vote of the membership of the Association (such maximum allowable percentage increase to be cumulative from year to year, whether or not utilized). For example, the maximum possible assessment under this Subsection for the assessment year running from October 1, 1989, through September 30, 1990, would be \$68.44 per Lot or Building Plot, and the maximum possible assessment under this Subsection for the assessment year running from October 1, 1990, through September 30, 1991, would be \$75.28 (even if the actual assessment for the prior assessment year was less than \$68.44).

(d) From and after October 1, 1989, the maximum annual assessment may be increased above ten percent (10%) by the vote or written consent of at least fifty-one percent (51%) of each Class of Members.

(e) The Board of Trustees shall fix the annual assessment for each assessment year at amounts not in excess of the maximum for each such assessment year as hereinabove described."

3. Section 5. of Article III of the original Declaration (which Section is set out on page 8 of the Original Declaration) is hereby deleted in its entirety, and the following provisions are hereby substituted as, and shall hereafter constitute and be, Section 5. of Article III of the Declaration:

"Section 5. Date of Commencement of Annual Assessments; Due Dates. All annual assessments provided for in the Original Declaration and fixed or assessed by the Board of Trustees of the Association prior to October 1, 1989, shall be and remain payable in accordance with the Original Declaration and the actions taken by the Board of Trustees of the Association pursuant thereto. From and after October 1, 1989, the annual assessment for each assessment year' (as defined in Subsection 3.(b) of this Article III) shall be fixed as provided in Section 3. of this Article III and shall be payable as hereinbelow provided. The annual assessment for each assessment year shall be payable on the date fixed for payment by the Board of Trustees, or in equal monthly, quarterly or semi-annual installments over the assessment year, at the election of the Board of Trustees of the Association. Provided, however, that upon the purchase of his Lot or Building Plot (as evidenced by the date of his deed) each owner shall be obligated to pay to the Association a prorated part of the applicable percentage of the regular annual maintenance charge assessed on each such Lot or Building Plot, which shall bear the same ratio to the applicable percentage of the full annual maintenance charge as the number of full calendar months remaining in the assessment year of purchase bears to twelve (12), and which shall be payable upon such purchase or in equal monthly, quarterly or semi-annual installments over the balance of the assessment year of purchase, as the Board of Trustees of the Association may elect. The Board of Trustees shall fix the amount of the annual assessment against each Lot or Building Plot at least thirty (30) days in advance of the commencement of each annual assessment period. Written notice of the annual assessment for each assessment year shall be sent to every Owner subject thereto. From and after October 1, 1989, all references in the Declaration to the 'annual' assessments or maintenance charge shall mean and refer to the annual assessment or charge fixed for each assessment year. 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 or Building Plot have been paid. The due date of any special assessment under Section 4. hereof shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment."

4. The first grammatical sentence (and only the first grammatical sentence) of Section 7. of Article III of the Original Declaration (which appears on page 9 of the Original Declaration) is hereby deleted in its entirety, and the following sentence is hereby substituted as, and shall hereafter constitute and be, the first grammatical sentence of Section 7. of Article III of the Declaration:

"Any assessment not paid within thirty (30) calendar days after the due date thereof shall bear interest from the due date until paid at the maximum lawful rate of interest that can then be charged to or collected from the Owner owing such assessment."

5. The following provisions are hereby added to, and shall hereafter constitute and be, the last grammatical paragraph of Section 4. of Article V of the Declaration (said Section being set out on page 13 of the Original Declaration):

"Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions, Sportsman's World (Recreational Facilities), filed for record on June 11, 1979, in Volume 530, Page 249, of the Deed Records of Palo Pinto County, Texas, bearing Palo Pinto County Clerk's File No. 3372 (as amended, the "Recreational Facilities Declaration"), for a description of the authority of the Sportsman's World Recreational Association, Inc., to assess the Owners of all Lots or Living Units subject to such Recreational Facilities Declaration for the costs, fees and expenses incurred or to be incurred in connection with the upkeep, maintenance and repair of the private roads and entry roads hereinabove described, and for a description of the rights, remedies and recourses of Sportsman's World Recreational Association, Inc., in the event of any non-payment of such assessments by the Owner or Owners of the Lots or Living Units subject to such Recreational Facilities Declaration.,,

6. Subsection 3. (a) of Section 3. of Article VIII of the Original Declaration (which Subsection is set out on pages 16 and 17 of the Original Declaration) is hereby deleted in its entirety, and the following provisions are hereby substituted as, and shall hereafter constitute and be, Subsection 3.(a) of Section 3. of Article VIII of the Declaration:

"Section 3.(a). No dwelling shall be erected or permitted to remain on any Lot or Building Plot having a floor area ('floor area' being defined for purposes hereof as living area designed, intended, used and maintained for human habitation) of less than the area hereinafter stated, measured to exterior walls, and measured exclusive of garages or other similar appendages: (i) the minimum floor area allowed in Lots 1-43, 51-57, 70 and 71, Block One (1), and Lots 4-21, 24-36, 39-43, Block Two (2), in Sportsman's World, Section One (1), is one thousand two hundred fifty (1,250) square feet; (ii) the minimum floor area allowed in Lots 44-50, 58-69, Block One (1), and Lots 1-3 and 44-62, Block Two (2), in Sportsman's World, Section One (1), is one thousand (1,000) square feet; and (iii) the minimum floor area allowed in Sportsman's World, Section Two (2) is one

thousand two hundred fifty (1,250) square feet. The minimum floor area (as hereinabove defined) requirements with respect to subsequent Sections of Sportsman's World may be relaxed at the sole discretion of the Architectural Control Committee."

7. The first grammatical sentence (and only the first grammatical sentence) of Subsection 3.(g) of Section 3. of Article VIII of the Original Declaration (which sentence is set out on page 17 of the Original Declaration) is hereby deleted in its entirety, and the following sentence is hereby substituted as, and shall hereafter constitute and be, the first grammatical sentence of Subsection 3.(g) of Section 3. of Article VIII of the Declaration:

"(g) No radio or television aerial, antenna, tower, satellite dish, or other device or apparatus, whether similar or dissimilar to the foregoing, designed, used, usable or intended for the broadcast, transmission, re-transmission or reception of radio, television, short-wave or other commercial or non-commercial broadcast signals, electromagnetic waves or other transmissions, nor any supports or downguys for, or appurtenances to, any of such hereinabove described devices, shall be built nearer to any property line than the building set back line therefrom; except that no such devices may be placed between the actual building line and the front set back line without specific approval by the Architectural Control Committee of said association, giving their full consideration to eliminating unsightly conditions."

8. Section 12. of Article IX of the Original Declaration (which Section is set out on page 25 of the Original Declaration) is hereby deleted in its entirety, and the following provisions are hereby substituted as, and shall hereafter constitute and be, Section 12. of Article IX of the Declaration:

"Section 12. Duration. This Declaration shall remain in full force and effect or a term commencing on the date the Original Declaration was recorded in the Office of the County Clerk of Palo Pinto County, Texas, and continuing until and through the first Saturday of the month of October in the year 2020, after which time the Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Members entitled to cast no less than three-fourths (3/4ths) of the aggregate of the votes of both Classes of Membership has been filed for record in the office of the County Clerk of Palo Pinto County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date."

9. The following sentence is hereby added to, and shall hereafter constitute and be, the last grammatical sentence of Section 13. of Article IX of the Declaration (said Section 13. appearing on page 26 of the Original Declaration):

"With respect to any action or proceeding for enforcement of the terms and provisions of this Declaration brought by the Association, the amounts recoverable by the Association shall include pre-judgment interest on damages suffered by the Association, and all costs, expenses and reasonable attorney's fees incurred by the Association in connection with enforcement of the terms and provisions of this Declaration."

10. This Fourth Amendment to the Declaration is intended only to effect the amendments set forth herein; all other covenants, restrictions, charges, easements and liens set forth in the Declaration are hereby ratified and confirmed in all respects and shall continue to apply to the Subdivision according to the provisions thereof.

11. This Fourth Amendment to the Declaration shall be enforceable in accordance with the terms of Section 13. of Article IX of the Declaration and the laws of the State of Texas, and shall be construed under the laws of the State of Texas.

IN WITNESS WHEREOF, this Fourth Amendment to the Declaration has been executed to be effective as of the 15 day of April, 1989.

SPORTSMAN'S WORLD PROPERTY
OWNERS' ASSOCIATION, INC.

By: <<Don F. Javens>>
Name: Don F. Javens
Title: President

the "Association"

THE STATE OF TEXAS
COUNTY OF PALO PINTO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Don F. Javens, the President of SPORTSMAN'S WORLD PROPERTY OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that the same was the act of said association, and that he executed the same as the act of such association, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of April 1989.

<<Betsy Kington>>
Notary Public in and for the State of

Texas

My Commission Expires:
September 1, 1992