

THE STATE OF TEXAS )  
COUNTY OF BURLESON )

KNOW ALL MEN BY THESE PRESENTS:

THAT BIRCH CREEK FOREST, LTD., a Texas Limited Partnership having its principal place of business in Houston, Harris County, Texas (hereinafter called the "Developer") has heretofore platted that certain subdivision known as Birch Creek Forest, Section One, according to the plat thereof, recorded in the office of the County Clerk of Burleson County, Texas on June 11, 1971 under File Number 771, and has established a uniform plan and scheme for the improvement, development and sale of the property in said Birch Creek Forest, Section One, by adopting reservations, restrictions and covenants more particularly set out in that certain instrument recorded under File No. 784 in the records of the County Clerk of Burleson County, Texas on the 11th day of June, 1971. Desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of Birch Creek Forest, Section Three, according to the plat thereof filed in the office of the County Clerk of Burleson County, Texas on the 22 day of ~~April~~ <sup>June</sup>, 1972, under File No. 1301, Birch Creek Forest, Ltd. does hereby adopt, establish, promulgate and impose the following reservations, restrictions and covenants which shall be and are hereby made applicable to Birch Creek Forest, Section Three:

PRELIMINARY DECLARATIONS

All of the provisions of the reservations, restrictions and covenants applicable to Birch Creek Forest, Section One, are hereby adopted and incorporated herein for all purposes as though set out herein in entirety, save and except for the following:

SECTION VIII, AMENDMENTS, shall not be applicable to these restrictions, reservations and covenants as to Birch Creek Forest, Section

Three. In lieu thereof, these Restrictions, Reservations and Covenants for Birch Creek Forest, Section Three, shall and they hereby provide as follows:

VIII

AMENDMENTS

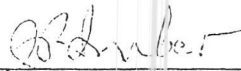
Until the Developer has sold Fifty per cent (50%) of the lots in this Section Three, Developer expressly reserves the sole and exclusive right and privilege to amend, modify or annul any of the restrictive covenants herein contained so long as any such changes in the sole judgment of the Developer are for the purpose of improving or enhancing Section Three or any lot or lots situated therein. After the Developer has sold Fifty per cent (50%) of the lots in this Section Three, any or all of the covenants herein may be annulled, amended or modified at any time by the recommendation of the Developer or the Committee, and ratified by a vote of two-thirds of the lot owners in the Subdivision. All such lot owners shall be given thirty (30) days' notice in writing of any proposed amendment before same is adopted. There shall be no annulment, amendment or modification of these covenants without the prior recommendation of the Developer or Committee.

SECTION X, ROAD CONSTRUCTION, is amended as follows:


Sixty (60) foot right of way is reduced to fifty (50) feet with essentially the same type of road construction to be placed except for possible substitution of other materials for 6" compacted iron ore gravel and the resultant changes in ditches.

BIRCH CREEK FOREST, LTD.  
A Texas Limited Partnership

By

  
\_\_\_\_\_  
J. R. Imber, President of  
Fish Realty Corporation,  
General Partner

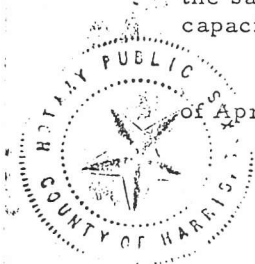


  
\_\_\_\_\_  
Assistant Secretary

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THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared J. R. IMBER, known to me to be the person whose name is subscribed to the foregoing instrument as President of Fish Realty Corporation, a corporation, General Partner of Birch Creek Forest, Ltd., a Texas Limited Partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Limited Partnership.



GIVEN UNDER my hand and seal of office this the 11<sup>th</sup> day of April, 1972.

Mary C Fudge  
Notary Public in and for  
Harris County, Texas.

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THE STATE OF TEXAS  
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 22 DAY OF June, 19 72, AT 4:00 O'CLOCK P.M., AND DULY RECORDED ON 23 DAY OF June, 19 72, AT 11:00 O'CLOCK A.M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 200, PAGE 382-384

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Lazelle Kornegay DEPUTY

JOHN J. TOUPAL  
COUNTY CLERK, BURLESON COUNTY, TEXAS