

**AMENDMENT(S) TO RESTATED RESTRICTIONS
AND COVENANTS AND SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
(GRASSLAND ESTATES, SECTIONS 3, 5, 6, 8, 9,
10, 11, 12, 14, 15, 17, 18 AND 20)^{*1,*2,*3,*4,*5,*6,*7,*8,*9,*10,*11,*12}**

Reference is herein made to (a) Amendment and Restatement of Grassland Estates, Section 3, Restrictions and Covenants as recorded in Volume 815, Page 313 of the Deed Plat Records of Midland County, Texas (b) Amendment to Restated Restrictions and Covenants and Supplemental Declaration of Covenants and Restrictions (Grassland Estates, Section 3, 5, 6 and 8) as recorded in Volume 815, Page 343 of the Deed Plat Records of Midland County, Texas ("Amendment No. 1"), (c) Amendment No. 2 to Restated and Amended Restrictions and Covenants, as recorded in Volume 815, Page 453 of the Deed Plat Records of Midland County, Texas ("Amendment No. 2") (d) Amendment No. 3 to Restated Restrictions and Covenants, as recorded in Volume 815, Page 589 of the Deed Plat Records of Midland County, Texas ("Amendment No. 3"), (e) Amendment No. 4 to Restated Restrictions and Covenants, as recorded in Volume 1274, Page 640 of the Official Records of Midland County, Texas ("Amendment No. 4"), (f) Amendment No. 5 to Restated Restrictions and Covenants, as recorded in Volume 1191, Page 271 of the Deed Plat Records of Midland County, Texas ("Amendment No. 5"), (g) Amendment No. 6 to Restated Restrictions and Covenants, as recorded in Volume 1191, Page 294 of the Deed Plat Records of Midland County, Texas (h) Amendment No. 7 to Restated Restrictions and Covenants, as recorded in Volume 1455, Page 95 of the Deed Plat Records of Midland County, Texas (i) Amendment No. 8 to Restated Restrictions and Covenants, as recorded in Volume 1522, Page 319 of the Deed Plat Records of Midland County, Texas, (j) Amendment No. 9 to Restated Restrictions and Covenants, as recorded in Volume 1547 Page 545 of the Deed Plat Records of Midland County, Texas, (k) Amendment No. 10 to Restated Restrictions and Covenants, as recorded in Volume 1777, Page 39 of the Deed Plat Records of Midland County, Texas, and (l) Amendment No. 11 to Restated Restrictions and Covenants, as recorded in Volume 1868, Page 10 of the Deed Plat Records of Midland County, Texas all of which are herein referred to collectively as the "Restated Restrictions and Covenants". This Amendment No. 11A is made pursuant to Articles 4 and 9 of the Restated Restrictions and Covenants and is for the purpose of amending and supplementing said Restated Restrictions and Covenants so as to (x) add thereto Grassland Estates, Section 20, being a 4.16 acre tract of land out of Section 36, Block 40, T-1-S T&P RR Co. Survey Midland County, Texas according to the map or plat thereof to be recorded in the Deed Plat Records of Midland County, Texas (which property shall be included within the terms "Property" and "Subdivision" wherever those terms are used in the Restated Restrictions and Covenants) and (y) amend said Restated Restrictions and Covenants.^{*12}

The undersigned, being the owner of more than 50 percent of the property (the "Property") hereby makes the following Supplemental Amendment and Restatement ("Amendment and Restatement") of declarations of limitations, restrictions and uses to which all of the said Property and any portion thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding upon all future and current owners and other parties or persons claiming any interest therein; this declaration being for the purpose of improving, developing and restricting the Subdivision (as defined below) as hereinafter specified, and is in addition to zoning regulations applicable hereto.

These Amendments and Restatements have been adopted by the undersigned pursuant to the Amendments and Extensions Article of these Covenants and when consolidated reads as follows:

ARTICLE 1

Definitions

1.1 Approved shall mean and refer to favorable action taken by the Association or its duly appointed representatives.

1.2 Association shall mean and refer to an incorporated association, together with its duly elected and appointed officers and representatives, the members of which shall be all of the Residential Lot Owners, the principal purpose of which is to maintain and provide common community facilities and services respecting Common Areas and easements thereon for the common use and enjoyment of all Residential Lot Owners and residents within the Subdivision. Each Residential Lot Owner, his successors and assigns, shall be a Member of the Association (subject only to the exception provided in Section 1.6 below).^{*1}

1.3 Common Area shall mean and refer to those areas of land so designated and embraced by any present or future Plat of this Subdivision which are reserved for the common use, enjoyment and mutual benefit of the Residential Lot Owners and their guests. Common Areas shall also include landscaped median areas, including landscaped median areas licensed from the City of Midland, utility and drainage easements (but excluding the Greenbelt Parkways) as shown on any recorded Plat and any buildings or facilities thereon.

1.4 Developer shall mean and refer to SBC Corporation of Midland, Texas, together with its successors and/or assigns.

1.5 Lot shall mean and refer to any numbered tract or parcel of land, embraced by any present or future Plat of this Subdivision upon which Approved residential buildings and appurtenances may be built. The term Lot shall not include those parcels and tracts of land designated as Common Areas or commercial tracts on any present or future Plat of the Subdivision. Any Residential Lot Owner who owns two Lots with one residence thereon shall be considered to be the owner of one Lot for purposes of membership in the Association and for assessments.

1.6 Member shall mean and refer to each and every Residential Lot Owner in the Subdivision, unless that Residential Lot Owner purchased his Lot prior to December 17, 1990 and has subsequent to that date executed an Election to be Excluded from the Association.

1.7 Plat shall mean and refer to any recorded plat or replat of the Subdivision embraced by this declaration as filed in the Plat Records of Midland County, Texas.

1.8 Residential Lot Owner shall mean and refer to the record owner, whether one or more persons, firms or corporations, including the Developer, of the fee simple title to any Lot within the Subdivision, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other lawful proceedings in lieu of foreclosure, or to any licensed builder unless he owns an occupied residence on a Lot.

1.9 Subdivision shall mean and refer to Grassland Estates, Section 3, Grassland Estates, Section 5, Grassland Estates, Section 6, Grassland Estates, Section 8, (all as described on Exhibit "A" to Amendment No. 1, Grassland Estates, Section 9 as depicted on Exhibit "A-1" to Amendment No. 3), Grassland Estates, Section 10 as depicted on Exhibit "A-2" to Amendment No. 4 and Grassland Estates, Section 11 as depicted on Exhibit "A-3" to Amendment

No. 5 and Grassland Estates, Section 12 as depicted on Exhibit "A-4" to Amendment No. 6, Grassland Estates, Section 14 as depicted on Exhibit "A-5" on Amendment No. 7, Grassland Estates Section 15 as depicted on Exhibit "A-6" on Amendment No. 9, Grassland Estates Section 17 (said Section 17 being a replat of a portion of Section 15 and therefore depicted on Exhibit "A-6" on Amendment No. 9), Grassland Estates, Section 18, as depicted on Exhibit "A-7" on Amendment No. 11 and Grassland Estates, Section 20, as depicted on Exhibit "A-8" on Amendment No. 11A. The term "Subdivision" may also include additional portions of the land described on Exhibits "A", "A-1", "A-2", "A-3", "A-4", "A-5", "A-6", "A-7" and "A-8" referred to above if such additional portions are platted and are specifically made subject to these covenants at the time of the platting of such land, pursuant to the provisions of Article 4 hereof.^{*11}

ARTICLE 2

Permitted and Prohibited Uses

2.1 No property or Lot shall be used for any purpose other than single-family residential.

2.2 No single-family residential Lot may be subdivided for the purpose of constructing a residence or residences upon smaller tracts. Lots may, however, be subdivided for purposes of extending the area of adjacent Lots.

2.3 No building shall be erected on any residential Lot except one single-family dwelling and out-buildings incidental to and used in connection with the one single-family dwelling. An "out-building" shall be defined to include a garage, game room, workshop and other such buildings necessary for the convenience and pleasure of the occupants of the single-family dwelling erected on the Lot. All such structures shall be of a design aesthetically compatible with that of the residence erected on the Lot. Outbuildings shall not include metal or portable buildings.^{*4}

2.4 a) The improvements located on the following lots in Grassland Estates shall consist of single-family dwelling units containing not less than two thousand one hundred (2,100) square feet of livable floor space, shall be no more than two stories in height and shall have a minimum of thirteen hundred (1,300) square feet of livable floor space on the ground floor:

- (i) Lots 1 through 9, Block 1B, Section 3;
- (ii) Lots 1A through 10A, Block 4B, Section 5;
- (iii) Lots 1 through 12, Block 8, Section 6;
- (iv) Lots 10A through 16A, Block 3B, Section 8;
- (v) Lots 58 through 61, Block 7, Section 10;
- (vi) Lots 11 through 21, Block 13, Section 10;
- (vii) Lots 1 through 8, Block 14, Section 10;
- (viii) Lots 1 through 7, Block 15, Section 10;
- (ix) Lots 33 through 41, Block 14, Section 11;
- (x) Lots 57 through 70, Block 15, Section 11;
- (xi) Lots 1A through 5A, 6A, 6B, 6C and 6D, Block 7, Section 12; and
- (xii) Lots 38 through 46, Block 17, Section 14.^{*7}

b) The improvements located on the following lots in Grassland Estates shall consist of single-family dwelling units containing not less than two thousand three hundred (2,300) square feet of livable floor space, shall be no more than two stories in height

and shall have a minimum of fourteen hundred (1,400) square feet of livable floor space on the ground floor:

- (i) Lots 47 through 57, Block 8, Section 9; and
- (ii) Lots 45 through 56, Block 15, Section 11.^{*7}

(c) The improvements located on the following lots in Grassland Estates shall consist of single-family dwelling units containing not less than two thousand five hundred (2,500) square feet of livable floor space, shall be no more than two stories in height and shall have a minimum of fifteen hundred (1,500) square feet of livable floor space on the ground floor:

- (i) Lots 10 through 31, Block 1B, Section 3;
- (ii) Lots 1 through 36, Block 2B, Section 3;
- (iii) Lots 1 through 9, Block 3B, Section 3;
- (iv) Lots 17 through 30, Block 4B, Section 3;
- (v) Lots 7 through 34, Block 7, Section 6;
- (vi) Lots 35 through 46, Block 7, Section 9;
- (vii) Lots 9 through 17, Block 12, Section 9;
- (viii) Lots 1 through 10, Block 13, Section 9;
- (ix) Lots 8 through 19, Block 15, Section 10;
- (x) Lots 20 through 44, Block 15, Section 11;
- (xi) Lots 32 through 40, Block 16, Section 14;
- (xii) Lots 1 through 9, Block 17, Section 14;
- (xiii) Lots 1 through 7, Block 18, Section 15;
- (xiv) Lots 1 through 7, Block 19, Section 15;
- (xv) Lots 24 through 27, Block 20, Section 15;
- (xvi) Lots 20A through 23A and 28A through 31A, Block 20, Section 17; and
- (xvii) Lots 8 and 9, Block 18, Section 18.^{*11}

(d) The improvements located on the following lots in Grassland Estates shall consist of single-family dwelling units containing not less than two thousand eight hundred (2,800) square feet of livable floor space, shall be no more than two stories in height and shall have a minimum of fifteen hundred (1,500) square feet of livable floor space on the ground floor:

- (i) Lots 26 through 35, Block 8, Section 6;
- (ii) Lots 1 through 8, Block 10, Section 6;
- (iii) Lots 9 through 15, Block 10, Section 9;
- (iv) Lots 1 through 8, Block 12, Section 9;
- (v) Lots 9 through 21, Block 14, Section 10;
- (vi) Lots 1 through 4, Block 16, Section 10; and
- (vii) Lots 22 through 32, Block 14, Section 11; and
- (viii) Lots 10 through 37, Block 17, Section 14.^{*9}

(e) The improvements located on the following lots in Grassland Estates shall consist of single-family dwelling units containing not less than three thousand (3,000) square feet of livable floor space, shall be no more than two stories in height and shall have a minimum of eighteen hundred (1,800) square feet of livable floor space on the ground floor:

- (i) Lots 13 through 25, Block 8, Section 6;
- (ii) Lots 8 through 20, Block 19, Section 15;
- (iii) Lots 35A through 41A, Block 19, Section 17;
- (iv) Lots 1A through 6A, Block 20, Section 17;
- (v) Lots 8A through 19A, Block 20, Section 17; and
- (vi) Lot 33, Block 20, Section 18.^{*11}

(f) The improvements located on the following lots in Grassland Estates shall consist of single-family dwelling units containing not less than three thousand two hundred (3,200) square feet of livable floor space, shall be no more than two stories in height and shall have a minimum of eighteen hundred (1,800) square feet of livable floor space on the ground floor.^{*9}

- (i) Lots 24 through 31, Block 16, Section 10;
- (ii) Lots 21 through 34, Block 19, Section 15; and
- (iii) Lots 34 and 35, Block 20, Section 18.^{*11}

(g) The improvements located on the following lots within Grassland Estates shall consist of single-family dwelling units containing not less than three thousand four hundred (3,400) square feet of livable floor space, shall be no more than two stories in height and shall have a minimum of two thousand (2,000) square feet of livable floor space on the ground floor.^{*12}

- (i) Lots 5 through 23, Block 16, Section 10; and
- (ii) Lots 17A through 27, Block 3, Section 20.^{*12}

(h) The improvements located on the following lots in Grassland Estates shall consist of single-family dwelling units containing not less than three thousand six hundred (3,600) square feet of livable floor space, shall be no more than two stories in height and shall have a minimum of two thousand (2,000) square feet of livable floor space on the ground floor.^{*11}

- (i) Lots 42 through 50, Block 19, Section 18; and
- (ii) Lots 36 through 41, Block 20, Section 18.^{*11}

2.5 No trailer, trailer-house or mobile home shall be placed on any Lot for residential purposes nor shall any existing house or dwelling structure be moved on to any Lot for residential purposes. This paragraph shall not be deemed to prevent the use of mobile or modular offices as a temporary sale's or builder's field office. Such office shall not remain on a Lot for in excess of twenty-four (24) months.

2.6 Once the construction of any building has begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No buildings shall be occupied for residential purposes during construction. Further, no garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property, and the use of adequate sanitary toilet facilities which shall be provided during such construction. At the time of construction of any building on a tract, a sidewalk must be built along the full street frontages of the tract in accordance with city specifications.

2.7 No tar and graveled roofs shall be constructed on the Lots described herein except as patio roofs in the rear of a dwelling. In addition, if composition roofs

are to be placed on structures located on the Lots they shall be of Three Dimensional Laminated Asphalt Shingle material which are equal to or better than Three Dimensional Asphalt Shingles known as Prestique II, Woodline or Heritage II.^{*8}

2.8 Garages, which shall be only for the use of the occupants of the resident to which they are appurtenant, may be attached or detached from the residence. A minimum of a two-car garage shall be provided at each residence and all garage openings must face the rear of the lot except on corner lots where the garage opening may face the side yard adjacent to the street abutting the side yard provided it is in the rear one-half of the lot. No overhead garage door may face the street serving the front of the premises.^{*5}

2.9 Garbage receptacles shall be in complete conformity with sanitary rules and regulations heretofore or hereafter promulgated by the City of Midland.

2.10 No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any part of a Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

2.11 No substantial changes in the elevation of the land shall be made on the premises of a Lot.

2.12 Streets shall not be used by Residential Lot Owners for parking of their automobiles and vehicles except for occasional or temporary purposes.

2.13 No boat, recreational vehicle, trailer or inoperative motor vehicle may be kept or stored upon any lot, except within a garage or behind decorative screening fences (which fences shall not exceed a maximum height of eight (8) feet) whereby the boat, recreation vehicle, trailer or inoperative motor vehicle is visibly screened from all street views. All such garages or decorative screening fences shall be of designs aesthetically compatible with that of the residence located on the lot.^{*1}

2.14 At least ninety percent (90%) of the exterior wall surface of each residence located on a Lot (excluding doors, windows and exterior glass) shall be of brick, rock, stone, brick veneer, rock veneer or stone veneer.

2.15 Clothesline or drying yards shall be so located as not to be visible from the street serving a Lot.

2.16 All dwellings shall face the street on which the other Lots in the same block front. Dwellings located on Lots within the curved portion of a cul-de-sac shall front toward the curve.

2.17 No signs or other form of advertisement shall be permitted upon any of the Lots subject hereto except one (1) small sign, not exceeding five (5) square feet in area, advertising the particular premises for sale or for rent, or one (1) sign used by a builder to advertise the property during the construction and sales period, said size not to exceed sixteen (16) square feet; and from time to time a political campaign sign, not exceeding two (2) square feet in area. Neighborhood or project identification signs are permissible.

2.18 No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be permitted. All such installations are limited to roof and back yard. Front yard

installations are strictly prohibited.

2.19 No in-home child care with more than five (5) children is permissible unless the children are the children of the occupants of the property where they are being cared for.

2.20 No fences shall be permitted within the front setback area. Fences shall not exceed eight (8) feet in height and shall be uniform in nature. No chain link fences shall be permitted in areas visible from the streets serving the premises.

2.21 Landscaping within the front setback area shall be in place within six (6) months of the completion of the first structure on a Lot. The landscaping shall be maintained in a sightly and well-kept manner consistent with a well-kept residential neighborhood and shall be irrigated by an underground irrigation system.

ARTICLE 3

Streets, Utilities, Easements and Rights of Way

3.1 All presently existing easements for utilities or drainage in the Subdivision are hereby reserved to the present owners of such easements.

3.2 No structures, including walks, fences, paving or planting, shall be erected upon any part of the Subdivision which will interfere with the rights of ingress and egress to and from the easements referred to in Article 3.1 hereof.

3.3 All utilities serving the Subdivision shall be underground.

ARTICLE 4

Additions to Subdivision

Declarant may add or annex additional real property (from time to time and at any time during the next seven [7] years from the date of this Amendment and Restatement and for an additional seven [7] years if the Declarant so elects by filing an election of record in Midland County, Texas during the initial seven [7] years) to the Subdivision subject to this declaration by filing of record in Midland County, Texas a Supplemental Declaration of Covenants and Restrictions or other amendatory documents which shall extend the Restrictions and Covenants of this declaration to such property; provided, however, that any such supplementary declaration may contain such complementary additions and modifications of the Restrictions and Covenants contained in this declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concepts and purposes of this declaration.

ARTICLE 5

Association Creation, Membership and Rights of Members

5.1 Homeowners Association. The Developer shall create a non-profit corporation (Association) under the laws of the State of Texas which shall have the power and obligation of perpetually managing and maintaining, repairing, replacing, improving and insuring the Common Areas, facilities and easements within this Subdivision. The Association shall collect assessments and make disbursements of proceeds, including the payment of all taxes assessed against the Association or the Common Areas owned by the Association, and shall take

appropriate disciplinary action concerning delinquent accounts. The Association shall be known as the GRASSLAND ESTATES HOMEOWNERS ASSOCIATION.

5.2 Membership and Voting. Upon sale of a Lot subject to these covenants, the purchaser shall automatically become a Member of the Association (unless the purchaser is a licensed builder who does not own an occupied residence on the Lot). For persons already owning a Lot within the Subdivision, including the Developer, such persons shall become Members of the Association unless such persons execute an Election to be Excluded from the Association. Membership shall be subject to all provisions of this declaration and to the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. A membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Lot (and then only to such purchaser), by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process or by the relinquishment of membership upon the execution of an Election to be Excluded from the Association. The record owner of a Lot shall be entitled to one membership in the Association and one vote. Any joint owner shall designate to the Association in writing the name of the person entitled to vote said membership. At the discretion of the Association, no certificates of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

Notwithstanding the foregoing, the Developer shall be entitled to three (3) votes for each platted Lot owned by the Developer.

5.3 The Developer Shall Convey Title. The Developer shall convey title to the Common Area, without charge and free of encumbrance, to the GRASSLAND ESTATES HOMEOWNERS ASSOCIATION when (a) 75% of the acreage which has been or will be platted for residential use in the Subdivision is occupied by Residential Lot Owners, or (b) upon the sale by Developer of 253 Lots, or (c) January 31, 2000 (whichever occurs soonest), or (d) such earlier time as the Developer deems appropriate.

5.4 Board of Directors. The business and affairs of the Association shall be managed by a board of directors. Directors need not be Residential Lot Owners in Grassland Estates. The number of directors shall be determined by majority vote of the GRASSLAND ESTATES HOMEOWNERS ASSOCIATION. At each annual election, the Members shall elect directors to hold office until the next succeeding annual meeting. Directors shall meet at least once during each three (3) calendar month time period. Any vacancy occurring in the board of directors may be filled by the affirmative vote of the majority of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

ARTICLE 6

Common Areas Ownership, Use and Property Rights

6.1 Common Areas and Ownership. The Common Areas designated and shown on any recorded Plat of this Subdivision shall be owned by the Association for the benefit of the Members within this Subdivision. The costs of perpetual maintenance, upkeep and improvements thereon shall be borne on an equal basis by all Members of the Association.

6.2 Land Use Within the Common Areas shall be restricted to activities and improvements related to park, recreation and open space uses, including, but not limited to, physical fitness, designated auto parking clusters, landscaped areas, outdoor lighting,

signs relevant to the development thereof, screening and fencing devices. Recreation centers or private club buildings shall include, but not be limited to, cabanas, tennis courts, swimming pools and other uses of a similar nature and character.

6.3 Dedication or Transfer of Fee Title to Common Areas to any public agency or authority or public utility shall not be made unless the dedication, transfer, purpose, location and conditions thereof are agreed to in an instrument in writing entered into between the parties involved and which is signed by and Approved by vote of two-thirds (2/3) of the Members of the Association and is accepted by representatives of such public entity. Any dedication or transfer of fee title to the Common Areas must also have the prior approval of the City of Midland except where the dedication or transfer is to the City of Midland.

ARTICLE 7

Assessments

7.1 Assessments or Charges and special assessments for improvements shall be fixed, established and collected from time to time by the Association as hereinafter provided. Such assessments and special assessments together with such interest and costs of collection shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any continuing lien created by an assessment pursuant to Sections 7.1 and 7.2 shall be a second lien behind any purchase money mortgage lien, or utility lien for water, sewer and garbage service provided by the City of Midland, but shall be ahead of all other (subsequent) liens against the property. Each such assessment, together with such interest and cost of collection, shall also be the personal obligation of the person who was the owner of such property at the time of assessment. Assessments shall be applied on an equal basis to all Members of the Association. Assessments levied by the Association shall be used for improvements and maintenance of properties, services and facilities, repair, replacement and additions within the Common Area, including, but not limited to, payment of applicable insurance and taxes, cost of labor, equipment, materials, management and supervision.

7.2 Special assessments for capital improvements in addition to the annual assessments may be authorized by the board of directors in accordance with the Bylaws of the Association for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Area.

7.3 Notices and Due Dates of Assessments. The board of directors of the Association shall specify the due date and amount of assessment at least fifteen (15) days in advance of such due date and shall prepare a roster of the properties and assessments applicable thereto. Written notice of the assessment shall also be mailed to every Residential Lot Owner at least fifteen (15) days in advance of the specified due date of the assessment. The due date of any special assessment shall be established by resolution of the board of directors of the Association. Upon demand by any Residential Lot Owner liable for assessment, the board of directors shall furnish a certificate in writing signed by an officer or director of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment.

7.4 Effect of Non-Payment of Assessment. If the assessments are not paid when due, then they shall become delinquent and together with such interest and cost of collection, become a continuing lien against the property which shall bind the hands of the then owner, his heirs, devisees, personal representatives and assigns from transferring the property without the lien. Additionally, however, the personal obligation of the owner to pay such assessment shall remain his personal obligation for the statutory period and the personal obligation shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency. The Association may bring an action at law against the owner personally obligated to pay the same, or the Association may foreclose the lien against the property. Costs of preparing and filing the complaint in such action, together with reasonable attorneys' fees, shall be added to such assessment, and in the event a judgment is obtained, the judgment shall include interest and attorneys' fees, together with the costs of the action. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE 8

Duration and Enforcement

8.1 The covenants, restrictions, reservations and servitudes herein set forth shall continue in full force and effect until December 31, 2009. To the extent these restrictions and covenants as herein amended, restated and supplemented conflict with the provisions of the Restrictions and Covenants recorded at Volume 815, Page 46 of the Deed Records of Midland County, Texas (as amended by amendment recorded in Volume 815, Page 75 of the Deed Records of Midland County, Texas), the provisions of these Restated Restrictions and Covenants shall govern.*1

8.2 If any restriction herein set forth is declared invalid, the remaining restrictions shall nevertheless continue in full force and effect. The declarant or its employees shall not be liable for any incidental or consequential damages arising as an outcome of any of these provisions. Violation of or failure to comply with these Restrictions and Covenants shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on or against any tract.

8.3 If any person acquiring land or any interest therein in this Subdivision shall violate or attempt to violate any of the restrictions herein set forth before the 1st day of January, 2010, it shall be lawful for any other person or persons owning land or any interest therein in said Subdivision to prosecute proceedings in law or equity against any person or persons so violating or attempting to violate such restrictions, either to prevent such violation or such violator from so doing or to recover damages by reason of such violation; provided, however, that such proceedings; if conducted, shall be at the sole cost and expense of the person or persons prosecuting the same.

ARTICLE 9

Amendments and Extensions

All changes and amendments shall be in accordance with the platting or zoning procedure of the City of Midland, and those changes and amendments which relate directly to the Association or the Common Areas shall be reviewed and approved by the City of Midland before enactment, and subject to the foregoing, shall be as follows:

(a) Until at least seventy-five percent (75%) of the acreage, which has been or will be platted for residential use in the Subdivision has been sold, the Developer may amend or change these Restrictions and Covenants and shall not be required to obtain the consent of the owners of Lots or tracts comprising this area.

(b) Anytime after at least seventy-five percent (75%) of the

acreage comprising the residential portion of the Subdivision, whether as currently existing or including additions made pursuant to Article 4 of this Amendment and Restatement, is owned by individuals who have built or who are in the process of building for personal occupancy on their respective tracts, the Restrictions and Covenants set forth herein shall be subject to amendment or alteration by the affirmative vote of the owners of two-thirds (2/3) of the acreage subject hereto. Upon any addition or annexation to Grassland Estates pursuant to Article 4 of this Amendment and Restatement, current ownership shall be calculated on the basis of the total acreage existing after the addition or annexation, including any acreage added or annexed to the residential portion of Grassland Estates.

Any and all amendments to these Restrictions and Covenants shall be recorded in the office of the County Clerk in Midland County, Texas.

On the 31st day of December, 2009, and on each 10th anniversary thereof, the Restrictions and Covenants herein set forth shall be automatically renewed and extended for successive periods of ten (10) years each unless, as of the expiration of any such period, the Developer (until 75% of the acreage of the Subdivision has been sold) or the Association (acting upon an affirmative vote of at least two-thirds [2/3] of its members) thereafter shall have elected to not renew and extend the Restrictions and Covenants then in effect. Notwithstanding the foregoing or any other provision hereof, all of the provisions set out in these Restrictions and Covenants which relate directly to the Association or the Common Areas, while subject to amendment, shall survive any termination hereof by the Developer or by the Association.

ARTICLE 10

Enforceability

If one or more of the provisions contained in these Restrictions and Covenants shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Restrictions and Covenants.

IN WITNESS WHEREOF, SBC CORPORATION has caused this declaration to be executed this 12th day of June, 1991.

SBC Corporation

By Signed Douglas B. Henson
Douglas B. Henson, President

APPROVED:

By Signed Mark Wellington

Name:

Title: Chairman, Planning and
Zoning Commission of the
City of Midland

THE STATE OF TEXAS §

§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 12th day of June, 1991, by DOUGLAS B. HENSON, President of SBC CORPORATION, a Texas corporation on behalf of said corporation.

[SEAL]

Signed Karen A. Stocks
Notary Public in and for
the State of Texas

Original Document dated June 12, 1991, and recorded June 18, 1991 in Volume 815, Page 313 of the Deed Plat Records of Midland County, Texas.

*1 Amended by document dated October 30, 1991 and recorded November 5, 1991 in Volume 815, Page 343 of the Deed Plat Records of Midland County, Texas.

*2 Amended by document dated July 21, 1992 and recorded July 23, 1992 in Volume 815, Page 453 of the Deed Plat Records of Midland County, Texas.

*3 Amended by document dated January 4, 1994 and recorded January 4, 1994 in Volume 815, Page 589 of the Deed Plat Records of Midland County, Texas.

*4 Amended by document dated January 6, 1995 and recorded January 6, 1995 in Volume 1274, Page 640 of the Official Records of Midland County, Texas.

*5 Amended by document dated March 14, 1996 and recorded March 19, 1996 in Volume 1191, Page 271 of the Deed Plat Records of Midland County, Texas.

*6 Amended by document dated June 20, 1996 and recorded June 20, 1996 in Volume 1191, Page 294 of the Deed Plat Records of Midland County, Texas.

*7 Amended by document dated April 2, 1997 and recorded April 8, 1997 in Volume 1455, Page 95 of the Deed Plat Records of Midland County, Texas.

*8 Amended by document dated December 31, 1997 and recorded January 8, 1998 in Volume 1522, Page 319 of the Deed Plat Records of Midland County, Texas.

*9 Amended by document dated April 2, 1998 and recorded April 3, 1998 in Volume 1547, Page 545 of the Deed Plat Records of Midland County, Texas.

*10 Amended by document dated May 23, 2000 and recorded May 24, 2000 in Volume 1777, Page 39 of the Deed Plat Records of Midland County, Texas.

*11 Amended by document dated April 25, 2001 and recorded May 17, 2001 in Volume 1868, Page 10 of the Deed Plat Records of Midland County, Texas.

*12 Amended by document dated March 7, 2002 and recorded March 19, 2002 in Volume 1968, Page 479 of the Deed Plat Records of Midland County, Texas.

PLEASE CROSS-REFERENCE EACH OF THE VARIOUS OFFICIAL RECORDED

DOCUMENTS AND DO NOT RELY ON THIS CONSOLIDATED REPRESENTATION FOR YOUR DECISIONS.

Exhibit "A"

FIELD NOTE DESCRIPTION OF THE SURVEY OF A 305.0462 ACRE TRACT OF LAND OUT OF SECTIONS 25 & 36, BLOCK 40, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, AND BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF. BAR SET IN THE WEST LINE OF LOOP 250 FOR THE NE CORNER OF THIS TRACT, FROM WHICH THE SE CORNER OF SAID SECTION 25 AND THE NE CORNER OF SAID SECTION 36 BEARS S. 15 DEG. 17' 20" E. 50.00 FEET AND N. 74 DEG. 34' 00" E. 319.59 FEET;

THENCE S. 15 DEG. 17' 20" E., AT 50.00 FEET PASS A 1/2" REINF. BAR SET IN THE SOUTH LINE OF SAID SECTION 25 AND THE NORTH LINE OF SAID SECTION 36, IN ALL A TOTAL DISTANCE OF 4940.43 FEET ALONG SAID WEST LINE OF LOOP 250 TO A 1/2" REINF. BAR SET FOR THE MOST EASTERLY SE CORNER OF THIS TRACT AT THE NORTH TERMINUS OF A HIGHWAY INTERSECTION CORNER CUT-BACK;

THENCE S. 29 DEG. 20' 21" W. 198.60 FEET ALONG SAID CUT-BACK TO A STANDARD HIGHWAY DEPARTMENT BRASS DISK FOUND FOR THE MOST SOUTHERLY SE CORNER OF THIS TRACT IN THE NORTH LINE OF STATE HIGHWAY 191;

THENCE S. 74 DEG. 20' 00" W. 2308.75 FEET ALONG SAID NORTH LINE OF STATE HIGHWAY 191 TO A STANDARD HIGHWAY DEPARTMENT CONCRETE RIGHT-OF-WAY MONUMENT FOUND FOR THE SE CORNER OF A 120 FT. WIDE (CALL) DRAINAGE EASEMENT FOR HIGHWAY PURPOSES AS RECORDED IN VOLUME 334, PAGE 42 AND VOLUME 715, PAGE 280, DEED RECORDS, MIDLAND COUNTY, TEXAS, SAME BEING THE MOST SOUTHERLY SW CORNER OF THIS TRACT;

THENCE N. 15 DEG. 40' 00" W. 860.42 FEET ALONG THE EAST LINE OF SAID DRAINAGE EASEMENT FOR HIGHWAY PURPOSES TO A 1/2" REINF. BAR SET FOR THE "PC" OF A CURVE TO THE RIGHT, SAID POINT BEING S. 15 DEG. 40' 00" W. 339.58 FEET FROM A STANDARD HIGHWAY DEPARTMENT CONCRETE RIGHT-OF-WAY MONUMENT FOUND FOR THE NE CORNER OF SAID DRAINAGE EASEMENT FOR HIGHWAY PURPOSES;

THENCE NORTHERLY 496.44 FEET WITH SAID CURVE TO THE RIGHT (THE CURVE DATA FOR THIS PORTION OF THE CURVE BEING AS FOLLOWS: CENTRAL ANGLE = 25 DEG. 37' 31", RADIUS = 1110.00 FEET, TANGENT = 252.44 FEET, CHORD BEARING AND DISTANCE = N. 02 DEG. 51' 15" W. 492.32 FEET) TO A 1/2" REINF. BAR SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N. 79 DEG. 04' 59" W. 96.97 FEET TO A 1/2" REINF. BAR SET FOR THE "PC" OF A CURVE TO THE LEFT;

THENCE WESTERLY 277.88 FEET WITH SAID CURVE TO THE LEFT (THE CURVE DATA FOR THIS CURVE BEING AS FOLLOWS: CENTRAL ANGLE = 19 DEG. 17' 56", RADIUS = 825.00 FEET, TANGENT = 140.27 FEET, CHORD BEARING AND DISTANCE = N. 88 DEG. 43' 57" W. 276.57 FEET) TO A 1/2" REINF. BAR SET FOR THE MOST WESTERLY SW CORNER OF THIS TRACT AND THE "PT" OF SAID CURVE TO THE LEFT;

THENCE N. 15 DEG. 17' 20" W. 2684.93 FEET TO A 1/2" REINF. BAR SET FOR THE MOST SOUTHERLY NW CORNER OF THIS TRACT IN A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY 264.57 FEET WITH SAID CURVE TO THE RIGHT (THE CURVE DATA FOR THIS PORTION OF THE CURVE BEING AS FOLLOWS: CENTRAL ANGLE = 16 DEG. 45' 00", RADIUS = 905.00 FEET, TANGENT = 133.24 FEET, CHORD BEARING AND DISTANCE = N. 35 DEG. 06' 41" E. 263.63 FEET) TO A 1/2" REINF. BAR SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N. 43 DEG. 01' 46" W. 162.29 FEET TO A 1/2" REINF. BAR SET FOR THE "PC" OF A CURVE TO THE RIGHT;

THENCE NORTHWESTERLY 534.62 FEET WITH SAID CURVE TO THE RIGHT (THE CURVE DATA FOR THIS CURVE BEING AS FOLLOWS: CENTRAL ANGLE = 27 DEG. 35' 46", RADIUS = 1110.00 FEET, TANGENT = 272.60 FEET, CHORD BEARING AND DISTANCE = N. 29 DEG. 13' 53" W. 529.47 FEET) TO A 1/2" REINF. BAR SET FOR THE "PT" OF SAID CURVE;

THENCE N. 15 DEG. 26' 00" W. 6.90 FEET TO A 1/2" REINF. BAR SET FOR AN ANGLE POINT IN THE WEST LINE OF THIS TRACT AND A TANGENT LINE TO THE ABOVE SAID CURVE TO THE RIGHT;

THENCE N. 15 DEG. 17' 20" W., AT 60.00 FEET PASS A 1/2" REINF. BAR SET IN THE NORTH LINE OF THE ABOVE SAID SECTION 36 AND THE SOUTH LINE OF THE ABOVE SAID SECTION 25, IN ALL A TOTAL DISTANCE OF 110.00 FEET TO A 1/2" REINF. BAR SET FOR THE MOST NORTHERLY NW CORNER OF THIS TRACT;

THENCE N. 74 DEG. 34' 00" E. 2700.00 FEET TO THE PLACE OF BEGINNING.

**RESOLUTIONS FOR GRASSLAND ESTATES HOMEOWNERS
ASSOCIATION BOARD OF DIRECTOR RELATIVE TO CARPORTS**

(Adopted November 19, 2002)

WHEREAS, Section 2.3 of the Amended and Restated Restrictions and Covenants applicable to Grassland Estates provides as follows:

“2.3 No building shall be erected on any residential Lot except one single - family dwelling and out-buildings incidental to and used in connection with the one single-family dwelling. An “out-building” shall be defined to include a garage, game room, workshop and other such buildings necessary for the convenience and pleasure of the occupants of the single-family dwelling erected on the Lot. All such structures shall be of a design aesthetically compatible with that of the residence erected on the Lot. Outbuildings shall not include metal or portable buildings”

WHEREAS, the owners of four separate lots have heretofore constructed carports on their lots and the Board of Directors anticipates that owners of other lots within Grassland Estates Subdivision may at some point in the future wish to proceed with the construction of carports on lots owned by them.

WHEREAS, the Board of Directors wishes to establish guidelines to be adhered to by the owners of the lots in connection with any construction of carports on such lots from and after the date of the adoption of these resolutions.

NOW, THEREFORE, be it resolved that attached or detached carports constructed on lots within Grassland Estates Subdivision will be considered by the Board of Directors of the Association as a “garage (out-building)” as defined in Section 2.3 of the Amended and Restated Covenants applicable to Grassland Estates. As such, a carport must be constructed aesthetically compatible with the residence on such lot. It must not have a flat roof, a metal roof, exposed metal or wood columns (supports) or excessively wide trim. The paint on any trim on the carport must match the paint on the trim on the residence on the lot. The width of the carport must be the same as the width of the driveway. The carport must also comply with City of Midland Building and Zoning requirements and all other provisions of the Amended and Restated Restrictions and Covenants applicable to Grassland Estates. All plans for the construction of carports must have Board approval prior to commencement of construction.

BE IT FURTHER RESOLVED, that the four carports heretofore constructed on lots within Grassland Estates Subdivision will not be required to adhere to the foregoing provisions, these lots being identified as:

5501 Hathaway
5408 Crowley
2011 Winddrift
5613 Hathaway

THE STATE OF TEXAS *
 *
COUNTY OF MIDLAND *

AMENDMENT TO RESTATED AMENDMENT AND COVENANT OF GRASSLAND ESTATES, SECTIONS 3, 5, 6, 8, 9, 10, 11, 12, 14, 15, 17, 18 and 20

Reference is here made to the Restrictions and Covenants, which are recorded at Volume 815, Page 46, Deed Records, Midland County, Texas, and amended at Volume 815, Page 75, Deed Records, Midland County, Texas; and the amendment made at Volume 815, Page 313, Deed Records, Midland County, Texas. This amendment and restatement is adopted this 8th day of April, 2005, by the undersigned, and shall amend, supplement and restate the previous restrictions and covenants, insofar as they relate to the matters described herein.

Pursuant to Article 9 of the restrictive covenant for Grassland Estates pertaining to the Sections above described and furthermore, after the affirmative vote of the owners of two-thirds (2/3) of the acreage subject to the restrictions pertaining to the residential portion of the subdivision, the said restrictive covenants are hereby amended (upon approval by the City of Midland, Texas) in the following respects:

"Article 9 of said restrictive covenants is amended as follows:

Article 9
Amendments and Extensions

All changes and amendments shall be in accordance with the platting or zoning procedure of the City of Midland, and those changes and amendments which relate directly to the association for the common areas shall be reviewed and approved by the City of Midland before enactment, and subject to the foregoing, shall be as follows:

- (a) Until at least 75% of the acreage, which has been or will be platted for residential use and the subdivision has been sold, the developer may amend or change these restrictions and covenants and shall not be required to obtain the consent of the owners of lots or tracts comprising this area.
- (b) Any time after at least 75% of the lots comprising the residential portion of the subdivision, whether as currently existing or including additions made pursuant to Article 4 of this amendment and restatement, is owned by individuals who have built or who are in the process of building for personal occupancy on their respective tracts, the restrictions and covenants set forth herein shall be subject to amendment or alteration by the affirmative vote of the owners of 65% of respondents to a mail-out notice of proposed amendments made to all owners of residential lots in the subdivision, including any acreage added or annexed to the residential portion of Grassland Estates.
- (c) Any and all amendments and covenants shall be recorded in the office of the County Clerk of Midland County, Texas.
- (d) On the 31st day of December, 2009, and on each tenth (10th) anniversary thereof, the restrictions and covenants herein set forth shall be automatically renewed and extended for successive periods of ten (10) years each, unless, as the expiration of any such period, the developer (until 75% of the acreage of the subdivision has been sold), or the association, (acting upon an affirmative vote of at least two-thirds of its members) thereafter shall have elected not to renew and extend the restrictions and covenants then in effect. Notwithstanding the foregoing, or any other provision hereof, all of the provisions set out in these restrictions and covenants which relate directly to the association or the common areas, while subject to amendment, shall survive any termination hereof by the developer or by the association."

IN WITNESS WHEREOF, GRASSLAND ESTATES HOME OWNERS ASSOCIATION, has caused this declaration to be executed as of the 6th day of May, 2005.

GRASSLAND ESTATES HOME OWNERS ASSOCIATION

By: _____

CHRISTINE de SOCORRAZ, President

APPROVED:
CITY OF MIDLAND

BY: _____

Johnnie A. Moritz
Chairman, Planning and Zoning Commission

THE STATE OF TEXAS *
 *
COUNTY OF MIDLAND *

This instrument was acknowledged before me this 6th day of May, 2005, by CHRISTINE de SOCORRAZ, President of GRASSLAND ESTATES HOME OWNERS ASSOCIATION, a Texas corporation, in the capacity therein stated.

[SEAL]

Susan E. Hanson
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS