

7/92

AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS SEVEN (7) THROUGH TWENTY-EIGHT (28)
BLOCK FIVE (5), CENTRAL PARK ADDITION
TO THE CITY OF WACO

THIS AMENDED DECLARATION, made on the date hereinafter set below, by BENT TREE PLACE ASSOCIATION, INC., ("Successor Declarant") as the successor to BHD CORPORATIONS, Texas Corporation, ("Declarant"):

WITNESSETH:

WHEREAS, Declarant was the owner of all of the lots and property known and described as Lots Seven (7) through Twenty-Eight (28), Block Five (5), Central Park Addition of the City of Waco, as per plat thereof recorded at Volume 1536, Page 680 of the McLennan County Deed Records all of which property shall hereafter be referred to as the "Property"; and

WHEREAS, Declarant desired to create on the Property a residential community with permanent common spaces and other common facilities for the benefit of the said community; and to this end, desired to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof as previously set out in the Covenants, Conditions and Restrictions for the Property; and

WHEREAS, Declarant deemed it advisable to delegate and assign the powers of maintaining and administering the common spaces, improvements and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created to BENT TREE PLACE ASSOCIATION, INC., the Successor Declarant, a non-profit corporation created for the purposes of administering the operation and management of THE BENT TREE PLACE CONDOMINIUMS, of which the Property was formerly a part;

NOW, THEREFORE, Successor Declarant hereby declares that all of the property shall be held, sold and conveyed subject to the conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the BENT TREE PLACE ASSOCIATION, INC., its successors and assigns.

Section 2. "Articles" and "Bylaws" mean the Articles of Incorporation and Bylaws of the Association as they exist from time to time.

Section 3. "Owner" shall mean and refer to the record owner, whether on or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Property" shall mean and refer to that certain real property hereinbefore and hereafter described.

Section 5. "Common Area" shall mean all real property for the common use and enjoyment of the Owners, as may be shown and/or dedicated on any recorded subdivision plat of the Property or as may be determined by the Association, to include without limitation the streets, entrance, subdivision fencing, paved areas not lying

recreational area.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to BHD CORPORATION, its successors and assigns. "Successor Declarant" shall mean the Bent Tree Place Association, Inc.

Section 8. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

Section 9. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV herein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to the originally filed Declaration and this Amended Declaration is 3.853 acres of land located in the State of Texas, County of McLennan and a portion of which includes Lots Seven (7) through Twenty-Eight (28), Block Five (5), of Central Park Addition, to the City of Waco, all such property being herein referred to as the "Property". Declarant hereby reserves the right to make such changes in the boundaries of Lots and in the Common Area as it in its sole discretion deems advisable, provided that any such changes shall not adversely affect the boundaries or the beneficial use and enjoyment of any Lot then owned by any Owner other than Declarant.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Members' Easements of Enjoyment. Each Member shall be entitled to the use of the Common Area in accordance with the purposes for which they are intended but no such use shall hinder or encroach upon the lawful rights of other Members. There shall be a joint use of the Common Area and a mutual easement for that purpose is hereby created. The right to use the Common Area shall extend to each member, the members of his immediate family, his guests and visitors. The right to use the Common Area shall be subject to and be governed by this Declaration, the Bylaws, and the rules, regulations and resolutions lawfully made or adopted by the Association. This easement shall be appurtenant to and shall pass with the title to every Lot or living Unit, whether or not separately described.

Section 2. Title to Common Area. The Common Area shall be conveyed to and be held by the Association.

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

(a) the right of the Association to take such steps as are reasonably necessary to protect and preserve the Common Area; and

(b) the right of the Association, as provided herein or in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment or fee remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations relating to the Property; and

Property; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition; and

(d) the right of the Association to assign parking spaces on the Common Area for the exclusive use of one or more of its Members.

ARTICLE IV

THE ASSOCIATION, MEMBERSHIP, POWERS AND RESPONSIBILITIES

Section 1. Membership in Association. BENT TREE PLACE ASSOCIATION, INC., a non-profit Texas corporation, the Association, shall perform the acts and duties in connection with the management of the Common Area and to levy and enforce collection of assessments necessary to perform said acts and duties, and to enforce restrictions and covenants contained in this declaration. Every Owner shall automatically be a Member of the Association. Each Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote accorded to such Lot owned by more than one Owner shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2. Obligations of Members. In addition to other obligations and duties set out in this Declaration, every Member shall:

(a) promptly pay the assessments levied by the Association; and

(b) conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Common Area which may be adopted in writing from time to time by the Board of Directors of the Association.

Each Member shall strictly comply with, be governed by and conform to the provisions of this Declaration and the Bylaws. Failure to do so shall entitle the Association or any other Owner or Member to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

Section 3. Powers and Responsibilities of Association with Respect to the Property.

(a) The maintaining and administering of the Common Area and the administering and enforcing of the covenants and restrictions and the collecting and disbursing of the assessments shall be vested in the Association.

(b) No Owner, except an officer of the Association, shall have any authority to act for the Association.

(c) The Board of Directors shall have all of the powers, duties and responsibilities as are now or may hereafter be provided by this Declaration and Bylaws.

(d) Members of the Board of Directors and officers of the Association (i) shall not be liable to the Members as a result of their activities as such for any mistake of judgment, negligence or

otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to any Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Member or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such and (iv) shall have no personal liability arising out of the use, misuses of condition of the Common Area, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such, except for their own willful misconduct or bad faith.

(e) The Association and/or Members shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members, or any other person or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board of Directors or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to this willful misconduct or bad faith, provided that in the case of any settlement the Board of Directors shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of Members or the Board of Directors or otherwise. The indemnification by the Association and/or Members as contained herein shall be paid by the Association on behalf of the Members and shall be assessed and collectable as an assessment.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each current Owner and each subsequent Owner of any Lot or Living Unit by execution hereof and/or acceptance of a deed, is deemed to covenant and agree to pay to the Association his pro rata share of the assessments for the maintenance and/or repair of the Common Area. The Association, through its Board of Directors, shall have the power to determine and fix the assessments. The assessments shall be determined and collected as provided in this declaration and/or the Bylaws. The assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot or Living Unit against which each such assessments 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 Lot or Living Unit at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The liability for assessments may not be avoided by waiver of the use or enjoyment of the Common Area, or by abandonment of the Lot or Living Unit against which the assessment was made.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Property and in particular for the improvements and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the Living Units situated upon the Property. They shall include, but are not limited to, funds for the actual cost to the Association of all taxes, insurance, repair, replacement and maintenance of the

Common Area, the maintenance and repair of roads and underground utilities which are part of the Common Area, the maintenance of asphalt paving, curbs, gutters and drainage scales on the streets located in the Common Area, lighting and walkways, garbage pickup and water service, if any, furnished to residences by the Association, the maintenance by the Association, if any, of the exterior of the Lot or Living Unit and other facilities including, but not limited to mowing grass, caring for the grounds, sprinkler system, if any, landscaping and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association, in their opinion, shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein. With regard to maintenance of any portion of any Lot or Living Unit, the Association shall not be obligated to do so but may do so if requested by the Owner thereof or if such is deemed necessary by the Association to preserve the value of the Property and in either event the Association shall make a special assessment against the Owner thereof for the cost thereof.

Section 3. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including any fixtures and personal property related thereto, provided that there shall be no single improvement or special assessment exceeding the sum of \$10,000.00 made by the Association without the same having been first approved by two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The foregoing shall not apply in connection with respect to repairs or improvements required as a result of damage or destruction to the Common Area caused by fire, windstorm or other casualty or acts of God, or to capital improvements to the Common Area as are necessary in the Board of Directors' reasonable judgment to preserve or maintain the integrity of the Common Area of the Property.

Section 4. Date of Commencement of Assessments: Due Dates. The assessments provided for herein shall commence on each Lot on the first day of the month following the conveyance thereof by the Declarant. The assessments shall be due and payable as provided in the Bylaws. Assessments not paid when due shall bear interest from the due date at such lawful rate of interest as may be set by the Board of Directors. All payments on assessments shall be first applied to interest and other costs relating to the assessment and then to the assessment payment due. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 5. Effect of Non-Payment of Assessments: Remedies of the Association.

(a) All liens for assessments made by the Association or by the Board of Directors, when authorized to do so, shall be prior to other liens, except that such liens for said assessment shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the city, county and state governments or any political division or special district thereof, and (2) liens securing amounts due or to become due under any first lien mortgage, vendor's lien or deed of trust against the Lot. All other lienholders acquiring liens on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent by specifically set forth in the instruments creating such liens.

(b) To evidence a lien for sums assessed pursuant to this Article, the Board of Directors of the Association or such officers of the Association as its Board of Directors of the Association or such officers of the Association as its Board of Directors may designate, shall prepare a written notice of a lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed on behalf of the Association by such officer or officers of the Association as its Board of Directors shall designate and may be recorded in the office of the County Clerk of McLennan County, Texas. No notice of lien shall be recorded until there is a delinquency in the payment of the assessment. such lien for unpaid assessments shall attached from the date of the failure of payment of the assessment.

(c) Liens for assessments may be foreclosed (i) by suit brought in the name of the Association in alike manner as a foreclosure of a mortgage on real property without prejudice and subject to the aforesaid prior liens, as in the case of a vendor's lien, or (ii) as is provided for foreclosure of a contractual deed of trust lien on real property under Vernon's Annotated Civil Statutes of Texas, Art. 3810 and in this regard each Owner hereby appoints and designates any trustee appointed by the Association to so act on behalf of the Association and acknowledges and authorizes that such trustee shall be vested with all powers afforded trustees pursuant to Art. 3810 and agrees that to the extent necessary, this Declaration shall constitute a contractual deed of trust lien on his Lot to secure the timely payment of all assessments and other obligations of each Owner set forth herein. No such foreclosure shall affect or impair any such prior liens. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. the Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the Association shall be entitled to secure the appointment of a receiver to collect same. the Association shall have the right and power to bid on the Lot at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof, and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced.

(d) A release of lien shall be executed on behalf of the Association and recorded in the appropriate McLennan County, Texas real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of a lien.

(e) Any encumbrancer holding a lien on a Lot may, but shall not be required to, pay any amounts secured by the lien created by this paragraph, and upon such payment such encumbrancer shall be subrogated to all rights of the association with respect to such lien, including priority.

(f) The Board of Directors may take such action as is deemed necessary to collect assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association.

(g) Upon the sale or conveyance of a Lot, all unpaid assessments against the selling Owner shall be first paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

(1) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the Lot; and

(2) Amounts due under vendor's lien obligations or notes secured by recorded first lien deeds of trust having priority over the assessment as provided above.

(h) If an Owner shall at any time lease his Living Unit and shall be in default in the timely payment of assessments, the Association, at the option of the Board of Directors, and for so long as such default shall continue, may demand and receive from any tenant of the Living Unit the rent due or becoming due and the payment of such rent to the Association shall be sufficient payment and discharge of such tenant's obligation to the Owner and to the extent of the amount so paid shall be payment and discharge of that portion of the Owner's obligation for such assessments. Any rents received by the Association in excess of the assessments due shall be paid by the Association to the Owner. To the extent necessary to effectuate this Subparagraph (h), each Owner by the purchase of his Lot, does assign all rents and other income attributable to his Living Unit to the Association to secure the timely payment of the assessments.

(i) The Association, acting by and through its Board of Directors, shall have the right to assign its claim for any unpaid assessments, and the lien securing said claim to any Owner or group of Owners, or to any third party.

(j) Nothing contained herein shall abridge or limit the rights or responsibilities of mortgages of Lots or Living Units.

Section 6. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: (a) All properties dedicated to and accepted by a local public authority; (b) The Common Area; and (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas. However, no Lot or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall which is built as part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful facts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

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

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such

Owner's successors in title.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to compliance with the use restrictions hereafter set forth and as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such plan. All plans, specifications and plot plans, which must be submitted for approval hereunder, shall be submitted to the Association or its committee at the principal office of the Association, or such other address as may hereafter be given in writing to the Owners or contract purchasers involved.

ARTICLE VIII

USE RESTRICTIONS OF LOTS EIGHT (8) THROUGH TWENTY-EIGHT (28)

Section 1. Land Use. Single family residential land use shall be the only permissible land use on any lot except Lot Seven (7) which is designate as Common Area and upon which a clubhouse, swimming pool or other recreational facility may be constructed and operated. No business activities of any kind whatsoever shall be conducted in any building or on any portion of any Lot, PROVIDED, HOWEVER, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of Living Units during the construction and sale period of any Lot.

Section 2. Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. No Lot shall be further divided or decreased in size unless approved by the Architectural Control Committee.

Section 3. Size of Living Unit. The minimum enclosed floor areas, exclusive of garages and porches, permitted within the Property for detached single family Living Unit shall be 1,600 square feet.

Section 4. Exterior Material. All Living Units on any Lot located within the Property must have not less than 75% of the area of their exterior walls covered with brick, masonry (masonry is not to be construed as including unpainted concrete block or common clay tile), Austin stone, or similar material, except for where the use of wood or glass will produce an equal or better appearance, which variations shall be at the sole discretion of the Architectural Control Committee.

Section 5. Temporary Buildings. No temporary building shall be erected or maintained on any Lot except during actual construction of a Living Unit being erected thereon, and then such temporary building must be on the Lot on which construction is in

construction. All buildings constructed upon any Lot shall be completed within a reasonable time.

Section 6. Garages. Any Lot may contain a single or double vehicle garage; however, there shall be no carports located on any Lot.

Section 7. Animals. No animals, livestock, poultry of any kind shall be raised, bred or kept on any Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 8. Signs. The Board of Directors shall regulate the display of all signs.

Section 9. Maintenance of Miscellaneous Areas. All clotheslines, basketball backboards, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

Section 10. Maintenance of Lot. Maintenance, upkeep and repairs of the Lot and Living Unit located thereon shall be the sole responsibility of the Owner thereof and not in any manner the responsibility of the Board of Directors.

Section 11. Maintenance of Utilities. All utilities, fixtures and equipment installed within a Lot or Living Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot or exterior walls of the Living Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor allow any condition to exist which will adversely affect the other Lots or Living Units or their Owners.

Section 12. Exterior Devices. No shutters, awnings, exterior television or radio antennae, satellite dish or other similar device of any sort shall be placed, allowed or maintained upon any Lot, nor upon any structure situated upon the Lot.

Section 13. Commercial Enterprises. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of, or in connection with any Lots, nor shall said Lot or Lots in any way be used for other than strictly residential purposes.

Section 14. Unsightly Objects. Refuse piles or other unsightly object or materials shall not be allowed to be placed or to remain upon the Lots or Common Area. The Association shall have the right to enter upon said Lots and remove such refuse piles or other unsightly objects or materials at the expense of the Owner and such entry shall not be deemed a trespass upon due notice to Owner and failure of Owner to comply.

Section 15. Commercial Vehicles. No commercial type vehicles and no trucks shall be parked on any Common Area except while engaged in transport to or from a residence. For the purposes of this covenant, a 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck.

Section 16. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 17. Garbage and Refuse Disposal. No Lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be disposed of in a sanitary manner. All containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition. The burning of trash in outside incinerators, barbecue pits or the like, is prohibited, it being intended that all refuse, trash garbage and the like shall be hauled from the subdivision. Garbage cans are to be kept out of public view at all times.

Section 18. Removal of Trees. The removal of trees, shrubs and other improvements from the Common Area shall be prohibited.

Section 19. Vehicles. Boats, recreational vehicles, campers or similar vehicles must be parked in Unit occupant's garage.

Section 20. Maintenance of Living Unit and Improvements. Repainting and maintenance of Living Units, garage, fence or other structure shall be in accordance with the scheme established for the entire area by the Association or its Architectural Control Committee.

Section 21. Parking. Parking of Unit occupant's automobiles, trucks, etc. is restricted to occupant driveway and garage.

ARTICLE IX

EASEMENTS

There is hereby created a blanket easement upon, across, over and under all of the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for providing the electrical, gas and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical, gas and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Living Units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot or Living Unit to perform the duties of maintenance and repair of the Living Unit or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easements on said premises. If the Owner of any Lot must, in order to make reasonable repairs or improvements to his Living Unit on his Lot, enter or cross the Common Area or a Lot of another Owner, such Owner shall have an easement to do so; provided that said Owner shall use the most direct, feasible route in entering and crossing such area and shall, if such causes damage to such Lot, restore the Lot so entered or crossed at such Owner's expense. In addition, an overhang easement is granted to any Owner whose Living Unit's eaves, gutters or similar items overhang a reasonable distance onto or about the Lot of another Owner.

~~or about the lot of another Owner.~~

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to so do thereafter.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration their respective legal representative, heirs, successors and assigns for a term of twenty (2) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by written instrument executed by seventy-five (75%) percent of the Owners and recorded in the McLennan County Deed Records as of the last day of the initial twenty (20) year period or any successive ten (10) year period. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Owners; provided, however, that if any amendments hereto shall be necessary in order to allow Declarant to convey Lots to purchasers who acquire such Lots by financing obtained through the Federal Housing Administration or the Veterans Administration and such amendments are not unreasonable, then the approval of the Members shall not be required for such amendments. Any amendment made must be properly recorded in the Deed Records of McLennan County, Texas.

Section 4. Law Controlling. This Declaration shall be construed and controlled by and under the laws of the state of Texas and all obligations contained herein shall be performable in Waco, McLennan County, Texas.

Section 5. Effective Date. This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the Successor Declarant has executed this instrument this _____ day of _____, 19__.

BENT TREE PLACE ASSOCIATION, INC.

By: _____
President

THE STATE OF TEXAS *
*
COUNTY OF MCLENNAN *

This instrument was acknowledged before me on the ____ day of
____, 19____ by _____, President of Bent
Tree Place Association, Inc., a Texas Corporation, on behalf of
said corporation.

Notary Public in and for
The State of Texas
My commission expires: _____