

Smith County
Judy Carnes
County Clerk
Tyler Tx 75702



70 2007 00006772

Instrument Number: 2007-R00006772

Recorded On: February 09, 2007

As
Recordings - Land

Parties: D & D PROPERTIES
To PUBLIC

Billable Pages: 10
Number of Pages: 11

Comment: RESTRICTIVE COVENANTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings - Land	52.00
Total Recording:	52.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-R00006772
Receipt Number: 419159
Recorded Date/Time: February 09, 2007 12:47:03P

Record and Return To:

GILLEN & ANDERSON P C
613 SHELLEY PARK PLAZA
TYLER TX 75701

User / Station: P Tave - Cash Station 3



I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Judy Carnes
County Clerk
Smith County, Texas

RESTRICTIVE COVENANTS^{1c}

DR & DR PROPERTIES, LLC, a Texas Limited Liability Company, d/b/a D & D PROPERTIES, as "Declarant", acting for the benefit of itself and each person hereafter acquiring title to any part of the hereafter described land, hereby adopts the following described land:

All that certain lot, tract or parcel of land located in Smith County, Texas and being more particularly described on Exhibit "A," attached hereto and made a part hereof for all purposes.

The following Restrictive Covenants are imposed upon the above described land to insure its attractiveness for residential purposes and to prevent the existence of any nuisance or other unattractive use inconsistent with or which might detract from its intended residential use. These covenants shall run with the land and they are binding on every person or other entity hereafter acquiring an interest in any Lot.

Therefore, Declarant hereby impresses on the Lots the following restrictions, limitations and covenants:

1. FULLY PROTECTED RESIDENTIAL AREA

The Restrictive Covenants herein contained shall apply equally to every residence erected upon a Lot.

2. LAND USE, BUILDING TYPE AND SETBACK RESTRICTIONS

Except upon written approval of the Architectural Control Committee, no Lot shall be re-subdivided or further subdivided. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except a single-family residence having a height not exceeding two (2) stories.

The exterior walls of each building, exclusive of doors, windows and gable areas, shall be not less than sixty-five percent (65%) brick, brick veneer, stone, stone veneer or masonry construction. The rest of the exterior wall shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling. The roof of each structure shall be constructed of fireproofed wood shingles or shakes or other fireproofed materials of at least three hundred (300) pound composition and twenty-five (25) year bonded. The roof pitch shall be a minimum of eight (8) inches vertical for every twelve (12) inches horizontal and a maximum of twelve (12) inches vertical for every twelve (12) inches horizontal.

Except as to fences, planters, fencing walls, hedges and other screening material, no part of a dwelling or other structure may be less than twenty-five (25) feet from the front street line, five (5) feet from each side boundary line and twelve (12) feet from the side street line (in the case of a corner Lot) and twenty-five (25) feet from the rear boundary line of any Lot, provided that they are in keeping with the overall development design.

3. GARAGES AND EASEMENTS

Each garage will be coordinated with the design of the house and shall be built-in as part of the residence and the setback restrictions herein provided shall likewise apply to such garage. No garage shall be constructed less than twenty (20) feet in width. All garages will be either front or side entry and may face the street upon which the residence faces.

4. DWELLING SIZE

The area of the floor space of the principal dwelling upon each Lot, exclusive of porches, breezeways, terraces, garages and storage spaces, shall be no less than fifteen hundred (1,500) square feet.

5. LANDSCAPING, FENCES, DRIVEWAYS AND SIDEWALKS

The owner of each Lot shall be required to maintain that Lot in a generally clean condition, keeping it free of all unsightly undergrowth, weeds and vegetation. Within one hundred twenty (120) days after substantial ninety-five percent (95%) completion of the main structure on a Lot, its front yard must be sprigged or sodded with grass of a variety acceptable to the Architectural Control Committee, which may impose other minimal landscaping requirements.

No fences shall be constructed or allowed to remain in front of the minimum building setback line and no fence shall be higher than six (6) feet. Fencing shall be constructed of wood in a stained or natural color.

All driveways and sidewalks shall be concrete; the use of asphalt or similar material for driveways is prohibited.

6. 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.

7. SIGNS

No signs of any kind shall be displayed to the public in view on any Lot except for the purpose of advertising the property for sale or rent and by the builder or developer to advertise the property before and during the construction and sales period.

8. LIVESTOCK AND POULTRY

No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept for the purpose of companionship of the private family, provided they are not kept, bred or maintained for any commercial purposes.

9. GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any Lot.

11. RELOCATION OF BUILDINGS PROHIBITED

Unless an express written variance is granted by the Architectural Control Committee, only new buildings shall be constructed on the Lots. It is in the intention of this restriction to prohibit the moving of an existing building onto a Lot in the absence of consent by the Architectural Control Committee.

12. NO TEMPORARY STRUCTURES AS RESIDENCES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall ever be used as a residence on any Lot, whether such use is intended to be temporary or permanent.

13. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or from the intersection of the street lines extended. No tree shall be permitted to remain

within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. STORAGE SHEDS

Unless otherwise approved by the Developer, or appointed representative, no structure such as shacks, sheds, outbuildings or accessing structure shall be used on or placed on any lot that will be visible from the street or that will interfere with, or restrict the enjoyment of, or view from any other property owner's lot or lots. Any outbuilding to be placed on any lot or lots must have a facade similar to the residence placed thereon and approved by Developer or appointed representative.

15. ENFORCEMENT

Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, and may be to restrain a violation, to require removal of an offending structure and to recover damages, as shall be appropriate.

16. SEVERABILITY

Invalidation by judgment or court order of any one of these Restrictive Covenants and provisions shall not affect any of the other Restrictive Covenants and provisions, which shall remain in full force and effect.

17. OIL AND MINING OPERATIONS

No drilling, development refining, quarrying or mining operations shall be permitted upon any Lot nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

18. VEHICLES

Trucks and buses having a net weight in excess of three quarters (3/4) of a ton shall not be permitted to park on the streets, driveways or Lots overnight and no vehicle of any size which normally transports flammable or explosive cargo may be kept in the subdivision at any time. No recreational vehicle, travel trailer nor vehicle of any type which is not currently registered and in operable condition shall be parked or stored on any Lot. No recreational vehicle and travel trailer which is currently registered and in operable condition shall be parked or stored on any Lot unless it is completely screened from sight from all nearby Lots.

19. MAILBOX COLUMNS

The column supporting the mailbox in front of each residence shall be of masonry construction.

20. ARCHITECTURAL CONTROL

The Architectural Control Committee shall consist of three (3) members. So long as it is the owner of any of the Lots, DR & DR PROPERTIES, LLC, shall have the sole power and authority to appoint the members of the Architectural Control Committee, including the right to remove without cause any person serving on the Committee and to fill any vacancy on the Committee.

When DR & DR PROPERTIES, LLC, is no longer the owner of any of the Lots covered hereby, the owners of the property of a majority of the Lots shall elect a successor Architectural Control Committee.

Except for emergency matters involving safety, no Lot may be altered and no building shall be commenced, erected, placed or altered on any Lot until the proposed plan shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the area and in compliance with these restrictions. For such approval, two complete sets of building plans (including front elevation) and specifications and two plot plans showing the locations of the structure and the finish grade elevations for the Lot shall be delivered to the Architectural Control Committee; one copy of such plans, specifications and plot plan shall be retained by the Architectural Control Committee and the second copy shall be returned to the Owner of the Lot with the approval or disapproval of the Architectural Control Committee endorsed thereon. The payment of a fee sufficient, in its opinion, to cover expenses as a condition precedent to its approval of any proposal submitted to it. Approval of the Architectural Control Committee shall not be deemed to be a representation or warranty of any nature concerning the use worthiness, structural safety or engineering soundness of any proposed structure or alteration and such approval shall not be deemed to be a statement that the proposal is in compliance with any building or safety code or ordinance.

If the Architectural Control Committee or its designated representative fails to disapprove any proposed building plans and specifications within twenty (20) days after its receipt of the same, and if the same are in compliance with these restrictions, the Architectural Control Committee shall be deemed to have approved such plans and specifications.

The Architectural Control Committee may waive in writing any variation from these restrictions as the Committee deems these restrictions; unless the same is expressly stated to be of general application, such waiver shall be limited to the specific Lot for which

the same is granted and it shall not constitute a precedent. Also, approval of plans for one Lot shall not be deemed to be approval of those or similar plans for another Lot.

The Architectural Control Committee and its representatives shall have the continuing authority to inspect each structure upon any Lot and to require the Owner of the Lot and any contractor thereof to discontinue the erection of such dwelling until approval thereof by the Committee is obtained. Neither the Architectural Control Committee nor any of its members shall be guilty of any trespass, tort or interference with the terms of performance of any contract by so acting. The Architectural Control Committee and its members shall never be liable for any action or for its failure to or refusal to act.

The Architectural Control Committee shall not receive any fee or compensation for its services.

21. DURATION AND AMENDMENT

These restrictions shall exist and be binding on the Lots for the initial period of twenty (20) years from the date hereof, and the same shall be automatically extended for successive additional periods for five (5) years each, unless prior to the expiration of the initial or any such additional period, a majority of the owners of the Lots agree in writing to terminate these restrictions. Provided, however, until Declarant no longer owns any Lot, Declarant shall have the sole right to modify or amend these Restrictions.

22. ADDITIONAL PROPERTIES

From time to time, the size of the property covered by these Restrictions may be increased by recording in the Land Records of Smith County, Texas a supplement to these Restrictive Covenants (hereinafter called "Supplemental Declaration"). The Supplemental Declaration shall be signed and acknowledged by or on behalf of the Declarant. Each such Supplemental Declaration shall describe the land to be included as a part of the property covered by these Restrictions and shall state that such land and the permanent improvements thereon are expressly subjected to all of the restrictions set forth herein.

23. THE ASSOCIATION

A. Non-Profit. The Association will be formed and organized by the Declarant prior to December 31, 2007, and once formed, shall be operated, as a non-profit corporation under the laws of the State of Texas.

B. Purposes. The purposes of the Association shall be as set forth in its Certificate of Formation and include the collection and use of assessments as described in Section 24 herein.

C. Board of Directors. Declarant shall be the sole Director until all Lots are sold, after which the Association shall act through a three to five member Board of Directors,

which shall manage the affairs of the Association. The Members (as defined in the following subsection) shall at that point elect the Board of Directors as provided for in the Bylaws.

D. Membership. The Association shall have one (1) class of Members. Each Owner, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become a member of the Association (hereinafter referred to as "Member" individually or "Members" collectively) and shall remain a Member thereof until its ownership ceases for any reason, at which time its membership in the Association shall automatically cease. Each Owner's membership in the Association shall be appurtenant to and shall automatically follow the Owner's legal ownership in any Lot and may not be separated from such interest. Whenever the fee ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued. The Declarant shall also be a Member of the Association so long as Declarant is the holder of legal title to a Lot, but Declarant shall be exempt from assessments.

24. ASSESSMENTS.

A. Maintenance Assessments. Maintenance Assessments (so called herein) shall be levied by the Board of Directors against the Members and may be used by the Association for the purpose of promoting the health, safety and welfare of the Owners, residences and tenants of the property covered by these Restrictions, as the Association in its discretion may deem appropriate, including, but not limited to, the following:

- (1) Maintaining, eliminating and repairing any common areas within the property covered by these Restrictions and any and all improvements located thereon;
- (2) Planting, landscaping, sprinklering, mowing, tree surgery and general upkeep of any designated landscape areas;
- (3) Provision of safety and security measures including, but not limited to, the erection, maintenance, and repair of gates at the entrance and/or exit areas as deemed necessary by the Declarant.

B. Personal Obligation of Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association the Maintenance Assessments. "Owner," as used in this Section with respect to payment of assessments, excludes the Declarant.

C. Basis of Maintenance Assessments. The initial annual Maintenance Assessment shall be established at \$0.00 per Lot. The annual Maintenance Assessment may be increased as the Association deems appropriate. Furthermore, the Board of

Directors may determine and certify that the then current annual Maintenance Assessment is not sufficient to meet the expenses of the Association and, at a meeting called for such purpose by a majority vote of all Directors present, in person or by proxy, may vote to increase the annual Maintenance Assessment up to the amount which is consistent with other first class residential developments then in existence in Smith County, Texas. It is expressly understood that although the property will be developed in phases, the Maintenance Assessment shall be established on a per lot basis. As stated above, Declarant shall be the sole Director until it no longer owns any Lots within the property covered by these Restrictions.

D. Payment of Assessments. The Maintenance Assessments shall be due and payable in advance on a monthly, quarterly or annual basis as the Association may require. The Association is further empowered to change the timing of such required payments in its discretion.

E. Effect of Non-Payment of Assessments - Personal Obligation of the Owner; The Lien; Remedies of Association. If any Assessments are not paid on the date when due and payable as specified in Section D hereof, then such Assessment shall be delinquent and shall, together with interest thereon, attorney's fees, court costs and other costs of collection thereof, become a continuing lien on the Lot as well as the personal obligation of the then Owner. If such Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the maximum rate permitted by applicable law or, if there is no maximum rate, at eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the Assessments provided for herein by non-use or abandonment of its Lot.

F. Liens to Secure Assessments - Subordination of Lien to Mortgages. The Assessments shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, which shall exist upon and against each Lot and all Improvements thereon, for the benefit of the Association and all Owners, and shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to 9a) all liens for taxes levied by county and state governments or any political subdivision or special district thereof, and (b) all liens or deeds of trust in favor of any lender and granted by Developer, and all liens, including, but not limited to, vendor's liens, deeds of trust, mortgages and other security instruments which secure any lien for any part of the purchase price of any Lot and/or cost of Improvements placed thereon, to the extent such liens described in this item (b) should be filed for record prior to the date when such Assessments become due and payable. No foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the personal obligation of the foreclosed Owner be extinguished by any foreclosure.

IN WITNESS WHEREOF, this instrument has been executed on this the 6th
day of February, 2007.

DECLARANT:

DR & DR PROPERTIES, LLC, a Texas limited liability company, d/b/a D & D PROPERTIES

By: Michael D. Drain
MICHAEL D. DRAIN, President

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on this 6 day of February, 2007 by MICHAEL D. DRAIN, President of DR & DR PROPERTIES, LLC, a Texas limited liability company, d/b/a D & D PROPERTIES.



Brenda Taylor
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Forest View Estates, Unit 1, an Addition to the City of Tyler, Smith County, Texas, as specifically described in Plat filed of record in Cabinet D, Slide 399-D, Plat Records of Smith County, Texas.

Ret to:

Gillen + Anderson
613 Shelley Park Plaza
Tyler Tx 75701-9457

Smith County
Judy Carnes
County Clerk
Tyler Tx 75702



70 2007 00028190

Instrument Number: 2007-R00028190

As

Recorded On: June 08, 2007

Recordings - Land

Parties: D & D PROPERTIES

Billable Pages: 2

To PUBLIC

Number of Pages: 3

Comment: AMEND COVENANTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings - Land	20.00
Total Recording:	20.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-R00028190
Receipt Number: 434178
Recorded Date/Time: June 08, 2007 12:49:30P

Record and Return To:

JAMES B GILLEN JR
613 SHELLEY PARK PLAZA
TYLER TX 75701

User / Station: G Parks - Cash Station 3



I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Judy Carnes
County Clerk
Smith County, Texas

FIRST AMENDMENT TO RESTRICTIVE COVENANTS 2

This First Amendment to Restrictive Covenants (hereinafter referred to as the "First Amendment") is entered into on the date and year set forth below by DR & DR PROPERTIES, LLC, a Texas limited liability company, d/b/a D & D PROPERTIES ("Declarant"), in compliance with the Restrictive Covenants executed by the said Declarant.

RECITALS:

WHEREAS, on or about February 9, 2007, Restrictive Covenants were filed for record in the Official Public Records of Smith County, Texas under File Number 2007-R00006772 (the "Restrictions"), which imposed certain covenants, conditions and restrictions affecting the lots contained within the following described property:

Forest View Estates, Unit 1, an Addition to the City of Tyler, Smith County, Texas, as specifically described in Plat filed of record in Cabinet D, Slide 399-D, Plat Records of Smith County, Texas,

(the "Subject Property");

WHEREAS, Section 21 of the Restrictions specifies that Declarant shall have the sole right to modify or amend the Restrictions, until such time as Declarant no longer owns any Lot; and

WHEREAS, the undersigned, representing the owner of a majority of the Lots within the Subject Property, desires to amend the Restrictions and enter into this First Amendment to Restrictions for purposes of setting forth said amendments.

NOW, THEREFORE, the undersigned does hereby amend the Restrictions as follows:

A. Section 2 of the Restrictions is hereby amended to read as follows:

"2. LAND USE, BUILDING TYPE AND SETBACK RESTRICTIONS

Except upon written approval of the Architectural Control Committee, no Lot shall be re-subdivided or further subdivided. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except a single-family residence having a height not exceeding two (2) stories.

The exterior walls of each building, exclusive of doors, windows and gable areas, shall be not less than sixty-five percent (65%) brick, brick veneer, stone, stone veneer or masonry construction. The rest of the exterior wall shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling. The roof of each structure shall be constructed of fireproofed wood shingles or shakes or other fireproofed materials of at least three hundred (300) pound composition and twenty-five

(25) year bonded. The roof pitch shall be a minimum of ten (10) inches vertical for every twelve (12) inches horizontal and a maximum of twelve (12) inches vertical for every twelve (12) inches horizontal."

B. Section 4 is hereby amended to read as follows:

"4. DWELLING SIZE

The area of the floor space of the principal dwelling upon each Lot, exclusive of porches, breezeways, terraces, garages and storage spaces, shall be no less than sixteen hundred (1,600) square feet."

Except for the amendments reflected herein, the Restrictions as filed of record regarding the Subject Property shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed on this the 31st day of May, 2007.

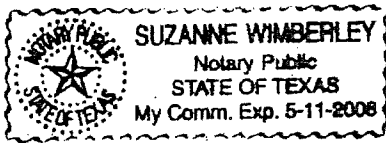
DECLARANT:

DR & DR PROPERTIES, LLC, a Texas limited liability company, d/b/a D & D PROPERTIES

By: Michael D. Drain
MICHAEL D. DRAIN, President

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on this 31st day of May, 2007 by MICHAEL D. DRAIN, President of DR & DR PROPERTIES, LLC, a Texas limited liability company, d/b/a D & D PROPERTIES.



Suzanne Wimberley
NOTARY PUBLIC, STATE OF TEXAS

FORMSAMEND-REST-D & D PROPERTIES

Return to
James B. Gillen, Jr.
613 Shelley Park Plaza
Tyler, TX 75701

Smith County
Judy Carnes
County Clerk
Tyler Tx 75702



70 2007 00053713

Instrument Number: 2007-R00053713

As

Recorded On: October 18, 2007

Recordings - Land

Parties: FOREST VIEW ESTATES PROPERTY OWNERS ASSOC

Billable Pages: 2

To PUBLIC

Number of Pages: 3

Comment: MGMT CERTIFICATE

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings - Land	20.00
Total Recording:	20.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-R00053713

Receipt Number: 450339

Recorded Date/Time: October 18, 2007 10:18:09A

User / Station: D Hawkins - Cash Station 2

Record and Return To:

MR MICHAEL D DRAIN

FOREST VIEW HOMEOWNERS ASSOCIATION

18119 OAK FOREST DRIVE

FLINT TX 75762



I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Judy Carnes

County Clerk
Smith County, Texas

**MANAGEMENT CERTIFICATE
(TEXAS PROPERTY CODE SECTION 209.004)**

OF

FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION

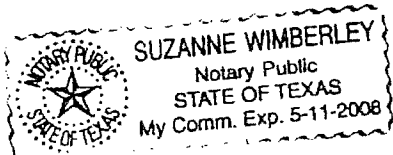
1. Name of Subdivision: FOREST VIEW ESTATES
2. Subdivision Recording Data: The plat of the Subdivision recorded in Cabinet D, Slide 399-D, Plat Records of Smith County, Texas
3. Declaration Recording Data: The Declaration (Restrictive Covenants) of FOREST VIEW ESTATES Subdivision, dated February 6, 2007 and filed of record on February 9, 2007 under File Number 2007-R00006772, Official Public Records of Smith County, Texas, and amended by First Amendment to Restrictive Covenants dated May 31, 2007 and filed of record on June 8, 2007 under File Number 2007-R00028190, Official Public Records of Smith County, Texas.
4. Name of Association: FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION
5. Mailing Address of Association or Managing Agent: 18119 Oak Forest Drive, Flint, Texas 75762

FOREST VIEW ESTATES PROPERTY OWNERS
ASSOCIATION

By: Michael D. Drain
MICHAEL D. DRAIN, President

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on October 11th, 2007, by MICHAEL D. DRAIN, President of FOREST VIEW ESTATES PROPERTY OWNERS ASSOCIATION, on behalf of said corporation.



Suzanne Wimberley

NOTARY-PUBLIC, STATE OF TEXAS

PREPARED BY: JAMES B. GILLEN, JR.
GILLEN & ANDERSON
613 Shelley Park Plaza
Tyler, Texas 75701
(903) 581-8600
(903) 581-8790 (facsimile)

AFTER RECORDING, RETURN TO:

Mr. Michael D. Drain
Forest View Homeowners Association
18119 Oak Forest Drive
Flint, Texas 75762

CORPMANAGEMENT-CERT-FOREST VIEW ESTATES

Smith County
Judy Carnes
County Clerk
Tyler Tx 75702



Instrument Number: 2009-R00029952

As

Recorded On: June 22, 2009

Recordings - Land

Parties: DR & DR PROPERTIES LLC

Billable Pages: 5

To PUBLIC

Number of Pages: 6

Comment: SECOND AMENDMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings - Land	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-R00029952
Receipt Number: 514189
Recorded Date/Time: June 22, 2009 02:29:10P

Record and Return To:

GILLEN & ANDERSON
613 SHELLEY PARK PLAZA
TYLER TX 75701

User / Station: D Colclasure - Cash Station 1



I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Judy Carnes
County Clerk
Smith County, Texas

SECOND AMENDMENT TO RESTRICTIVE COVENANTS

This Second Amendment to Restrictive Covenants (hereinafter referred to as the "Second Amendment") is entered into on the date and year set forth below by DR & DR Properties, LLC, a Texas Limited Liability Company d/b/a D & D Properties ("Declarant"), in compliance with the Restrictive Covenants executed by the said Declarant.

RECITALS:

WHEREAS, on or about February 9, 2007, Restrictive Covenants were filed for record in the Official Public Records of Smith County, Texas under File Number 2007-R00006772 (the "Restrictions"), which imposed certain covenants, conditions, and restrictions affecting the Lots contained within the following described property:

Forest View Estates, Unit 1, an Addition to the City of Tyler, Smith County, Texas, as specifically described in Plat filed of record in Cabinet D, Slide 399-D, Plat Records of Smith County, Texas,

(the "Subject Property"); and

WHEREAS, on May 31, 2007, a First Amendment to Restrictive Covenants was filed for record in the Official Public Records of Smith County, Texas under File No. 2007-R00028190 (the "First Amendment") which made changes to the Restrictions as set forth in said First Amendment;

WHEREAS, the undersigned Declarant, with authority to amend the Restrictions, pursuant to Section 21 of the Restrictions, desires to modify and amend the Restrictions and First Amendment as set forth herein.

NOW, THEREFORE, the undersigned does hereby amend the Restrictions as follows:

A. Section 25 shall be added to the Restrictions, to read as follows:

25. FENCE ALONG COUNTY ROAD 139 AND BRICK ENTRANCE.

Declarant recognizes the erection and existence of a wooden picket fence and brick columns running along County Road 139, and specifically running in close proximity to the boundary lines of Lots 1, 22, 23, 34, 41, 42, and 43 of Forest View Estates, Unit 1. It shall be the duty of each property owner to maintain the fence as it exists on or adjacent to said property owner's boundary line. In the event any such property owner desires to modify the fence or columns in any manner, any such modification must first be approved in writing by the Architectural Control Committee.

Further, it is also recognized that a brick entrance has been erected and exists

which runs in close proximity to the boundary lines of Lots 23 and 34, Forest View Estates, Unit 1. Property owners of Lots 23 and 34 shall not modify said brick entrance in any manner.

B. Section 26 shall be added to the Restrictions, to read as follows:

26. EASEMENT ON LOT 1 NOT FULLY REFLECTED ON PLAT.

The Plat of Forest View Estates, Unit 1, filed of record in Cabinet D, Slide 399-D, Plat Records of Smith County, Texas, fails to fully reflect a fifteen foot (15') wide drainage easement located across Lot 1, Forest View Estates, Unit 1. **EXHIBIT "A"** is attached to this Second Amendment to fully reflect the existence of a fifteen foot (15') wide drainage easement, which drainage easement shall continue to exist and affect said Lot 1.

C. Section 4 of the Restrictions is hereby amended to read as follows:

4. DWELLING SIZE

The area of the floor space of the principal dwelling upon each Lot, exclusive of porches, breezeways, terraces, garages and storage spaces, shall be no less than one thousand five hundred (1,500) feet. Provided, however, the area of the floor space of the principal dwelling upon each Lot bordering Water Oak Drive, specifically being Lots 1 through 22 of Forest View Estates, Unit 1, exclusive of porches, breezeways, terraces, garages, and storage spaces, shall be no less than one thousand four hundred (1,400) square feet.

D. Section 2 of the Restrictions, as further amended in the First Amendment, is hereby amended to read as follows:

2. LAND USE, BUILDING TYPE, AND SETBACK RESTRICTIONS

Except upon written approval of the Architectural Control Committee, no Lot shall be re-subdivided or further subdivided. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except a single-family residence having a height not exceeding two (2) stories.

The exterior walls of each building, exclusive of doors, windows and gable areas, shall be not less than sixty-five percent (65%) brick, brick veneer, stone, stone veneer or masonry construction. The rest of the exterior wall shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling. The roof of each structure shall be constructed of fireproofed wood shingles or shakes or other fireproofed materials of at least three hundred (300) pound composition and twenty-five

(25) year bonded. The roof pitch shall be a minimum of eight (8) inches vertical for every twelve (12) inches horizontal and a maximum of twelve (12) inches vertical for every twelve (12) inches horizontal.

Except as to fences, planters, fencing walls, hedges and other screening material, no part of a dwelling or other structure may be less than twenty-five (25) feet from the front street line, five (5) feet from each side boundary line and twelve (12) feet from the side street line (in the case of a corner Lot) and twenty-five (25) feet from the rear boundary line of any Lot, provided that they are in keeping with the overall development design; **however**, the roof pitch as to each structure constructed on residences bordering Water Oak Drive, specifically being Lots 1 through 22, Forest View Estates, Unit 1, shall be a minimum of eight (8) inches vertical for every twelve (12) inches horizontal and a maximum of twelve (12) inches vertical for every twelve (12) inches horizontal.

Except for the Amendments reflected herein, the Restrictions, and First Amendment, as filed of record regarding the Subject Property, shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed on this the 19 day of June, 2009.

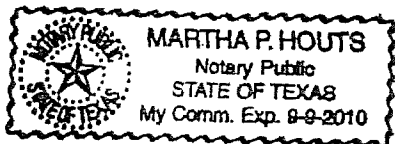
DECLARANT

DR & DR PROPERTIES, LLC, a Texas Limited Liability Company, d/b/a D & D PROPERTIES

BY: Michael D. Drain
MICHAEL D. DRAIN, President

STATE OF TEXAS }
COUNTY OF SMITH }

This instrument was acknowledged before me on this the 19th day of June, 2009 by MICHAEL D. DRAIN, President of DR & DR PROPERTIES, LLC, a Texas Limited Liability Company d/b/a D & D PROPERTIES, as the act and deed of DR & DR PROPERTIES, LLC, a Texas Limited Liability Company d/b/a D & D PROPERTIES, and in the capacity therein stated.



Martha P. Houts
NOTARY PUBLIC, STATE OF TEXAS

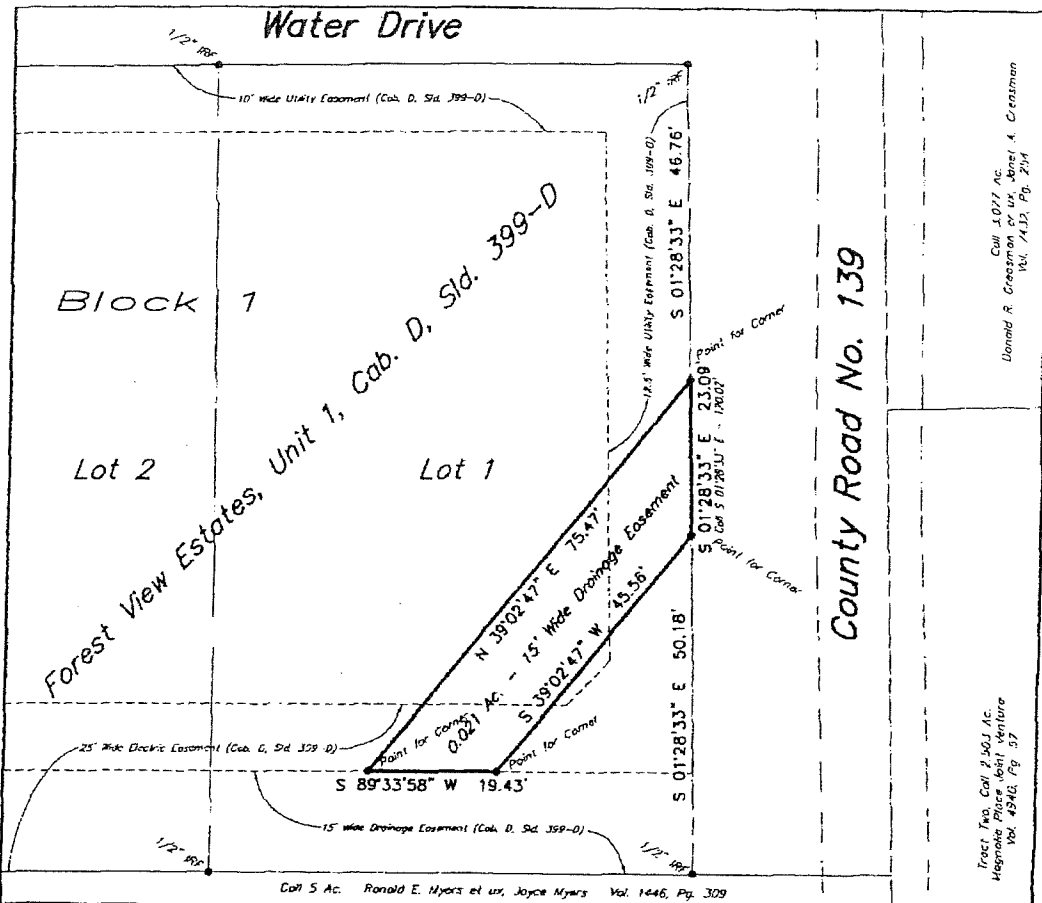
PREPARED IN THE LAW OFFICE OF:

JAMES B. GILLEN, JR.
GILLEN & ANDERSON
613 Shelley Park Plaza
Tyler, TX 75701
Phone: (903) 581-8600
Fax: (903) 581-8790
Email: jgillen@tyler.net
State Bar No. 07923500

AFTER RECORDING, RETURN TO:

JAMES B. GILLEN, JR.
GILLEN & ANDERSON
613 Shelley Park Plaza
Tyler, TX 75701

BB.06.18.09



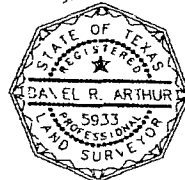
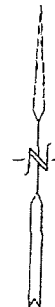
**EXHIBIT PLAT
SHOWING
PROPOSED DRAINAGE EASEMENT ACROSS LOT 1, BLOCK 1
FOREST VIEW, ESTATES, UNIT 1, CAB. D, SLD. 399-D
SMITH COUNTY, TEXAS
SCALE: 1" = 20'**

The survey shown hereon is for use in the transaction for Michael Droin and is not valid for use in any other transaction involving the above referenced property.

The bearings hereon were oriented to agree with the Plat Record calls of the above referenced Forest View Estates, Unit 1.

This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications for a category 2, condition II survey.

Encroachments, conflicts or protrusions, if any, are as shown.



- LEGEND**
- C.M. = Concrete R.O.W. Marker
 - IRF = Iron Rod Found
 - IPT = Iron Pipe Found
 - IRS = Iron Rod Set

David R. Arthur
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5933

DRAWN BY: D.R.A.	REVISED:	<p>2026 Republic St., Suite B, Tyler, Texas 75701 Phone: (903) 508-2030 P.O. Box 9505 Tyler, Texas 75711</p>	SHT. NO.
DATE: 05/01/2009	LAYOUT: DRAINAGE EASEMENT		1
DWG NO.: 08-07008 - amended 07-21-2008.dwg	JOB NO.: 08-07008		
APPROVED BY: D.R.A.	BOOK/PAGE: 'CS/65		

EXHIBIT
A

Call 1.077 Ac.
Donald R. Crossman et ux, Abner A. Crossman
Vol. 1413, Pg. 214

Tract Top, Call # 3043 Ac.
Maganda Place, East Windsor
Vol. 4246, Pg. 57

Call 5 Ac. Ronald E. Myers et ux, Joyce Myers Vol. 1446, Pg. 309