

VOL 2366 PAGE 703

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DECLARATION OF COVENANTS AND RESTRICTIONS *Walter Johnson*
TALL TIMBERS ESTATES, UNIT ONE

THE STATE OF TEXAS |
COUNTY OF SMITH |

THIS DECLARATION is made on the date hereinafter set forth by Tall Timbers Estates Joint Venture, a Texas Joint Venture, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Tall Timbers Estates, Unit One, a subdivision in Smith County, Texas, according to the map or plat thereof recorded in Cabinet B, Slide 280-B, of the Plat Records of Smith County, Texas; and,

WHEREAS, it is the intent of Declarant to establish a uniform plan for the development, improvement and sale of the property, to insure the preservation of the uniform plan for the benefit of both present and future owners of the properties.

NOW, THEREFORE, Declarant hereby declares that the Lots described below are held, and shall hereinafter be conveyed subject to the covenants, restrictions, charges, and liens (sometimes referred to herein collectively as ("covenants and restrictions") as herein set forth. These covenants and restrictions shall run with said property and shall be binding upon all parties having or acquiring any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The real property which is, and shall be, held, transferred, sold and conveyed and occupied subject to this declaration consists of the following:

- Lots 21 thru 23, Block 5, Lots 7 thru 17, Block 6, Lots 1 thru 16, Block 7, Lots 1 thru 10 and Lots 13 thru 23, Block 8, Lots 1 thru 16, Block 9, Lots 1 thru 16, Block 10, and Lots 1 thru 16, Block 11 of Tall Timbers Estates, Unit One, a subdivision in Smith County, Texas, according to the plat thereof recorded in Cabinet B, Slide 280-B, of the Plat Records of Smith County, Texas;

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS TALL TIMBERS ESTATES, UNIT 1

FILED FOR RECORD
JUN 11 1985
SMITH COUNTY TEXAS
Clerk

STATE OF TEXAS §
COUNTY OF SMITH §

THIS SECOND AMENDMENT TO DECLARATION (the "Second Amendment") is made effective as of the 6th day of June, 1985, by TALL TIMBERS ESTATES JOINT VENTURE, a Texas Joint Venture, (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, effective as of January 31, 1985, Declarant executed a certain Declaration of Covenants and Restrictions affecting TALL TIMBERS ESTATES, UNIT 1, (the "Declaration") recorded in Volume 2366, Page 703, Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was amended by first amendment to said Declaration by Declarant which was filed for record in Volume 2384, Pages 94-96, Land Records of Smith County, Texas; and

WHEREAS, Declarant having the requisite ownership to amend such Declaration pursuant to Article VI - Section 8 of said Declaration, has approved a certain amendment to the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows:

- 1. A new Article VII is hereby added to the end of said Declaration to read as follows:

ARTICLE VII
Property Owners Association

There is hereby created the Tall Timbers Estates Property Owners Association, the membership to be comprised automatically of all record owners of fee simple title to any lot which is a part of the subdivision. Each member of the Association shall be entitled to one (1) vote for each lot owned. Assessments shall be imposed upon each owner-occupied or leased residence, and such assessment shall begin upon delivery of possession to such owner-occupant or tenant in possession, it being understood that such assessment is strictly imposed upon the owner of the premises in question. Any such owner on which an assessment is imposed is hereby deemed to covenant and agree to pay to the Association any and all assessments or charges to be established and collected as provided in the By-Laws of the Association, and any such assessment or charge, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The assessments levied by the Association shall be used for the following purposes:

1. To exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in Article VII of the

Declaration of Covenants and Restriction for Tall
Timbers Estates, Unit One;

2. To affix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the restrictions referred to above; and, as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation;
3. To maintain property owned by the Association, including but not limited to all entry columns and signage;
4. To construct and maintain lights on street located in the Subdivision;

The initial assessment shall be established by the Architectural Control Committee, and future changes to such amounts of assessment shall be made by a majority of the membership of the Association, it being understood that owners and members of the Association shall be entitled to one (1) vote for each lot owned by any such owner.

It is agreed and understood that the lien of the assessments provided for herein shall be subordinate to the line of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the line of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Declarant retains the option to place Unit II of Tall Timbers Estate, when completed, and the owners thereof, in the Property Owners Association herein created.

All other terms and conditions of the Property Owners Association shall be as set forth in the By-Laws to be created by such Association, and as such may later be amended from time to time.

IN WITNESS WHEREOF, these presents have been executed on the date and year first above written.

I hereby certify that this instrument was filed on the date and time hereon shown by me and was duly recorded in the public and legal records of Smith County, Texas.

TALL TIMBERS ESTATES
JOINT VENTURE



JUN 14 1985

BY: Calvin Millington

MARY MORRIS
COUNTY CLERK, Smith County, Texas

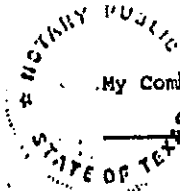
THE STATE OF TEXAS

COUNTY OF SMITH

5

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CALVIN MILLINGTON, known to me to be the person and agent whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said TALL TIMBERS ESTATES JOINT VENTURE, and that he executed the same as the act of such for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of June, 1985.



My Commission Expires:

1-18-89

Debbie Scott
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Notary's Printed Name:

DEBBIE SCOTT
COMMISSION EXPIRES
1-18-89

Vol. 2384 PAGE 94

9223

FILED
MARY MORRIS
COUNTY CLERK

1985 MAR 20 PM 3:25

FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS
TALL TIMBERS ESTATES, UNIT I

SMITH COUNTY, TEXAS
BY *Cath. Johnson*
DEPUTY

STATE OF TEXAS §
COUNTY OF SMITH §

THIS FIRST AMENDMENT TO DECLARATION (the "First Amendment") is made effective as of the 18th day of March, 1985, by TALL TIMBERS ESTATES JOINT VENTURE, a Texas Joint Venture, (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, effective as of January 31, 1985, Declarant executed a certain Declaration of Covenants and Restrictions affecting TALL TIMBERS ESTATES, UNIT I, ("the Declaration") recorded in Volume 2366, Page 703, Land Records of Smith County, Texas; and

WHEREAS, Declarant having the requisite ownership in order to amend such Declaration pursuant to Article VI - Section 8. of said Declaration has approved a certain amendment to the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows:

1. Article III - Section XI is hereby amended to read as follows:

"Section 11. BUILDING TIME. Building construction is to commence no later than eighteen (18) months from the date of the original purchase of the lot, and diligently prosecuted and completed within twelve (12) months from such commencement. The owner and/or builder on said lot may request a six (6) month extension of such commencement date by requesting such extension in writing at least within thirty (30) days of the expiration of the original eighteen (18) month period. The Architectural Control Committee and/or Declarant may allow such six (6) month extension in its own discretion, but shall not be required to do so. In the event construction is not timely commenced as heretofore required, or as extended as herein stated, and diligently prosecuted and completed in accordance with the above-stated twelve (12) month construction period, then Declarant shall have the right, but not the obligation, to repurchase the property for the principal purchase price originally paid by the Buyer, and in the event, Declarant decides to repurchase such property, then, in that event, said Buyer/Owner shall be required to sell back to the Declarant said lot at said original purchase price paid by the Buyer for such lot."

2. Article IV - Section 4 is hereby amended to read as follows:

"Section 4. GARAGE STORAGE AND ACCESSORY BUILDINGS. Each dwelling erected will include a minimum of a two car garage and such garage shall be constructed with not less than 20 feet in width. All garages shall be a part of the residence or shall be attached thereto by a breezeway or portacochere. Set back restrictions herein provided shall likewise apply to such garage. Garages shall be side or rear entry and not facing the street on which the house fronts. Provided, however, that garages may be detached with written approval of the Architectural Control Committee. No garage shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage shall correspond in style and architecture with the dwelling to which it is appurtenant. No storage or accessory building, permanent or temporary, shall be permitted on any lot without the written consent of the Architectural Control Committee.

IN WITNESS WHEREOF, these presents have been executed effective on the date and year above written.

TALL TIMBERS JOINT VENTURE
ETSL Development Company

By: Calvin Hillington
Calvin Hillington,
President

TEST:
Stuart Chesley
Stuart Chesley, Secretary

Johnson/Dixson Properties, Inc.

By: Michael Johnson
Michael Johnson,
Vice President

THE STATE OF TEXAS |
COUNTY OF SMITH |

This instrument was acknowledged before me on the 20th day of March, 1985, by CALVIN HILLINGTON, President of ETSL DEVELOPMENT COMPANY, a Texas corporation, on behalf of said corporation.

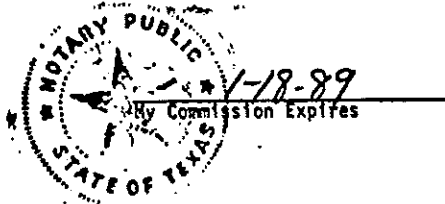
NOTARY PUBLIC
My Commission Expires 1-18-89
STATE OF TEXAS

Debbie Scott
Notary Public in and for the
State of Texas

DEBBIE SCOTT
COMMISSION EXPIRES
1-18-89

THE STATE OF TEXAS |
COUNTY OF SMITH |

This instrument was acknowledged before me on the 20th day of March,
1985, by MICHAEL JOHNSON, Vice President of JOHNSON/DIXSON PROPERTIES, INC.,
a Texas corporation, on behalf of said corporation.



Debbie Scott
Notary Public in and for the
State of Texas

DEBBIE SCOTT
COMMISSION EXPIRES
1-18-89

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was
filed on the date and hour stamped herein
by me and was duly recorded in the volume
and page of the public records of Smith
County, Texas.



MAR 25 1985

MARY MORRIS
COUNTY CLERK, Smith County, Texas
By Marlene Williams Deputy

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows:

1. The reference to "Section 20 of this Article IV" in Article IV, Section 1 of the Declaration is hereby amended to read: "Section 21 of this Article IV".

2. Section 3 of Article IV, "Location of Residence on Lot" is hereby amended to require the following building set back lines:

- Front - 30 foot set back;
- Side - 7.5 foot set back (except corner lot which is 10.0 foot set back);
- Rear - 20 foot set back.

IN WITNESS WHEREOF these presents have been executed on the date and year first above written.

TALL TIMBERS ESTATES
JOINT VENTURE, ETSL
DEVELOPMENT COMPANY

BY: 
PERRY HALL, President

Attest:

MARK LOUGHMILLER, Secretary

JOHNSON/DICKSON PROPERTIES,
INC.

BY: 
MICHAEL JOHNSON,
Vice-President

STATE OF TEXAS S
COUNTY OF SMITH S

BEFORE ME, the undersigned, a Notary Public in and for

said County and State, on this day personally appeared, PERRY HALL and MARK LOUGHMILLER, President and Secretary, respectively, of TALL TIMBERS ESTATES JOINT VENTURE, ETSL DEVELOPMENT COMPANY, known to me to be the persons and agents whose name are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said TALL TIMBERS ESTATES JOINT VENTURE, ETSL DEVELOPMENT COMPANY, and that they executed the same as the act of such, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of June, 1986.

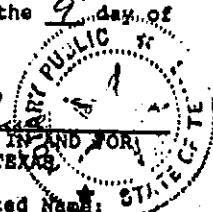
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires:
6-4-89
STATE OF TEXAS
COUNTY OF SMITH

Judith Lynn Flanagan
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Notary's Printed Name:
Judith Lynn Flanagan

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MICHAEL JOHNSON, President of JOHNSON/DICKSON PROPERTIES, INC., known to me to be the person and agent whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said JOHNSON/DICKSON PROPERTIES, INC., and that he executed the same as the act of such, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Max D. Purcell
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



My Commission Expires:

3/1/89

Notary's Printed Name:

Max D. Purcell

STATE OF TEXAS COUNTY OF BROWN
I hereby certify that this instrument was
filed on this date and time stamped herein
by me and was duly recorded in the volume
and page of the names recited of Brown
County, Texas



JUN 13 1986

MARY MORRIS
COUNTY CLERK, BROWN COUNTY, TEXAS
Mary Morris

1499

Vol. 2637 Page 567

FOURTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS

TALL TIMBERS ESTATES, UNIT 1

STATE OF TEXAS §
COUNTY OF SMITH §

FILED
MARY MORRIS
COUNTY CLERK
1987 JAN 13 PM 2:11
SMITH COUNTY, TEXAS

THIS FOURTH AMENDMENT TO DECLARATION (the "Fourth Amendment") is made effective as of the 16th day of January, ~~1986~~ ¹⁹⁸⁷, by TALL TIMBERS ESTATES JOINT VENTURE, a Texas Joint Venture, (hereinafter called "Declarant").

W I T N E S S E T H:

WHEREAS, effective as of January 31, 1985, Declarant executed a certain Declaration of Covenants and Restrictions affecting TALL TIMBERS ESTATES, UNIT 1, (the "Declaration") recorded in Volume 2366, Page 703, Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was first amended by First Amendment to said Declaration by Declarant which was filed for record in Volume 2384, Pages 94-96, Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was amended by Second Amendment to said Declaration by Declarant which was filed for record on June 11, 1985, in the office of the County Clerk, Smith County, Texas, under clerk's file number 19,801; and

WHEREAS, said Declaration of Covenants and Restrictions was amended by Third Amendment to said Declaration by Declarant which was filed for record in Volume 2558, Pages 254-257 on July 12, 1986, in the office of the County Clerk, Smith County, Texas; and

WHEREAS, Declarant having the requisite ownership to amend such Declaration pursuant to Article VI - Section 8 of said Declaration, has approved a certain amendment to the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows:

1. The first sentence of Article IV - Section 4, "Garage and Accessory Buildings", is hereby amended to read as follows:

"Each dwelling erected will include a minimum of a two car garage and such garage shall be constructed with not less than twenty (20) feet in width, and containing a drive way of no less than twelve (12) feet in width and no greater than twenty (20) feet in width."

2. Article III - Use Restrictions - Section 12, "Hunting Restricted". No hunting of any kind shall be permitted upon any lot.

IN WITNESS WHEREOF, these presents have been executed on the date and year first above written.

TALL TIMBERS ESTATES
JOINT VENTURE


ETSL Development Company

BY: 
PERRY B. HALL
President

ATTEST:



Gary N. Halbrooks, Secretary

JOHNSON/DIXSON PROPERTIES,
INC.

BY: 
MICHAEL JOHNSON,
Vice-President

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this the
6 day of January, 1987, by PERRY B. HALL,
President of ETSL Development Company, a Texas corporation, on
behalf of said corporation.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

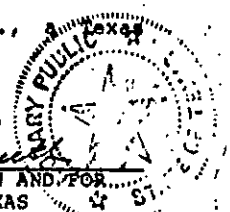
My commission expires:
04/08/90

Printed name of Notary:
Celsia L. Lyons



STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this the 5th day of JANUARY, 1987, by MICHAEL JOHNSON, Vice-President of Johnson/Dixson Properties, Inc., a corporation, on behalf of said corporation.



Mary D. Purcell
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: 3/1/89

Printed name of Notary: MARY D. PURCELL

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on this date and time stamped hereon by me and was duly recorded in its entirety and page of the named record at Smith County, Texas

JAN 14 1987
MARY MORRIS
COUNTY CLERK, Smith County, Texas
Mary Morris

Return to:

ETSL Development Co.
P.O. Box 9044
Tyler, TX. 75711

32010

vol. 2726 page 729

FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
TALL TIMBERS ESTATES, UNIT 1

STATE OF TEXAS §
COUNTY OF SMITH §

THIS FIFTH AMENDMENT TO DECLARATION (the "Fifth Amendment") is made effective as of the 17 day of September, 1987, by TALL TIMBERS ESTATES JOINT VENTURE, a Texas Joint Venture, and JOHNSON/DIXSON PROPERTIES, INC., (hereafter called "Declarant").

W I T N E S S E T H:

WHEREAS, effective as of January 31, 1985, Declarant executed a certain Declaration of Covenants and Restrictions affecting TALL TIMBERS ESTATES, UNIT 1, (the "Declaration") recorded in Volume 2366, Page 703, Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was first amended by First Amendment to said Declaration by Declarant which was filed for record on March 20, 1985, in Volume 2384, Pages 94-96, Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was amended by Second Amendment to said Declaration by Declarant TALL TIMBERS ESTATES JOINT VENTURE, which was filed for record on June 11, 1985, in Volume 2416, Pages 758-761, in the Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was amended by Third Amendment to said Declaration by Declarant which was filed for record on June 12, 1986, in Volume 2558, Pages 254-257, of the Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was amended by Fourth Amendment to said Declaration by Declarant which was filed for record on January 13, 1987, in Volume 2637, Pages 567-570 of the Land Records of Smith County, Texas; and

ET019.JHH

WHEREAS, Declarant having the requisite ownership to amend such Declaration pursuant to Article VI - Section 8 of said Declaration, has approved a certain amendment to the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows:

1. Article III - Use Restrictions, is hereby amended to add the following:

"Section 12. Burning and Incinerators. No open fires shall be permitted on any lot or right of way at any time; and no incinerators or like equipment shall be placed, allowed, or maintained on any lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills."

2. Article IV - Section 7. Roofs, is hereby amended to read as follows:

"Section 7. Roofs. All buildings constructed on said property will provide for a roof pitch of 8" in 12" minimum and 12" in 12" maximum. Any deviation of roof pitch must be approved by the Architectural Control Committee. The roof may be constructed with wood shingles or shakes, concrete tile, or 25 year bondable limited warranty composition shingles."

3. Article IV - Section 11. Grass, Shrubbery, and Fencing, is hereby amended to read as follows:

"Section 11. Grass, Shrubbery, Trees, and Fencing. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. If not mowed and edged by the Owner after written request to do so is made by the Architectural Control Committee, then the Architectural Control Committee

and/or the Declarant shall have the right to cause the mowing and edging to be performed at the Owner's expense. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired. If not removed by Owner upon request, then the Declarant or Architectural Control Committee may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. No other trees larger than twelve (12) inches in diameter, as measured at stump height 8 inches from the ground, may be removed without the permission of Declarant TALL TIMBERS ESTATES JOINT VENTURE. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view for drying of clothes, yard equipment and wood piles or storage piles."

4. Article IV - Architectural Restrictions, is hereby amended to add the following:

"Section 22. Fencing of Swimming Pools.

(a) Definitions: For the purpose of this section, the term "swimming pool" shall mean any structure or excavation which contains or may contain a body of water over twenty-four (24) inches in depth, which is used for recreative bathing or swimming purposes.

(b) Required to be fenced: Every swimming pool shall be completely surrounded by a fence, wall or building not less than six (6) feet in height.

(c) Exceptions: The provisions of subsection (b) shall not apply to a swimming pool completely enclosed within a residence.

(d) Fence and wall requirements: Each fence or wall constructed around a swimming pool shall meet the following specifications:

(1) Each fence or wall shall be so constructed as not to have openings, holes, or gaps larger than four (4) inches in any dimension. Such fence shall be permanent, shall be set and anchored firmly in the earth, and may be constructed of any suitable material such as wood, metal, concrete, brick, or masonry.

(2) All entrances through said fence shall be protected by a substantial gate or door which shall be equipped with self-closing and self-latching devices capable of keeping such gate securely closed when not in use. Such latching device shall be attached to the upper quarter of said gate or fence on the inside thereof. The door of any dwelling which forms a part of the enclosure of a swimming pool shall be so equipped."

IN WITNESS WHEREOF, these presents have been executed on the date and year first above written.

TALL TIMBERS ESTATES JOINT VENTURE
ETSL Development Company

BY: *Perry B. Hall*
PERRY B. HALL, President

ATTEST:
Gary N. Halbrooks
Gary N. Halbrooks, Secretary

JOHNSON/DIXSON PROPERTIES, INC.

BY: *Michael Johnson*
MICHAEL JOHNSON,
Vice-President

ET019.JHH

FILED
MARY JOHNSON
COUNTY CLERK
1987 SEP 24 PM 4:10
SMITH COUNTY TEXAS
BY *Dorothy S. Jones*
CLERK

THE STATE OF TEXAS §
COUNTY OF SMITH §

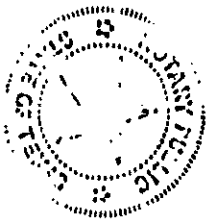
This instrument was acknowledged before me on the 17 day of September, 1987, by PERRY B. HALL, President of ETSL Development Company, a Texas corporation, on behalf of said corporation.



Celestia L. Lyons
Notary Public for the State of Texas
Notary's printed name: Celestia L. Lyons
My commission expires: 04-08-90

THE STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 18th day of September, 1987, by MICHAEL JOHNSON, Vice-President of Johnson/Dixson Properties, Inc., a corporation, on behalf of said corporation.



Mary D. Purcell
Notary Public for the State of Texas
Notary's printed name: Mary D. Purcell
My commission expires: 3/1/89

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the 18th day of September 1987, by me and was duly recorded in the volume and page of the record books of Smith County, Texas.

SEP 25 1987
MARY MORRIS
COUNTY CLERK, Smith County, Texas
M. Morris

TALL TIMBERS ESTATE
P.O. Box 2028
TYLER, TX 75710

13098

VOL 2796 PAGE 98

FILED
MARTIN
COUNTY CLERK
1988 APR 27 PM 14
SMITH COUNTY, TEXAS
at Smith County
CRISTY

SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
TALL TIMBERS ESTATES, UNIT 1

STATE OF TEXAS §
COUNTY OF SMITH §

THIS SIXTH AMENDMENT TO DECLARATION (the "Sixth Amend-
ment") is made effective as of the 18th day of April, 1988, by
TALL TIMBERS ESTATES JOINT VENTURE, a Texas Joint Venture, and
JOHNSON/DIXSON PROPERTIES, INC., (hereafter called "Declarant").

W I T N E S S E T H:

WHEREAS, effective as of January 31, 1985, Declarant
executed a certain Declaration of Covenants and Restrictions
affecting TALL TIMBERS ESTATES, UNIT 1, (the "Declaration")
recorded in Volume 2366, Page 703, Land Records of Smith County,
Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was
first amended by First Amendment to said Declaration by Declarant
which was filed for record on March 20, 1985, in Volume 2384,
Pages 94-96, Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was
amended by Second Amendment to said Declaration by Declarant TALL
TIMBERS ESTATES JOINT VENTURE, which was filed for record on June
11, 1985, in Volume 2416, Pages 758-761, in the Land Records of
Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was
amended by Third Amendment to said Declaration by Declarant which
was filed for record on June 12, 1986, in Volume 2558, Pages 254-
257, of the Land Records of Smith County, Texas; and

WHEREAS, said Declaration of Covenants and Restrictions was
amended by Fourth Amendment to said Declaration by Declarant
which was filed for record on January 13, 1987, in Volume 2637,
Pages 567-570 of the Land Records of Smith County, Texas; and

ET00122.JHH

WHEREAS, said Declaration of Covenants and Restrictions was amended by Fifth Amendment to said Declaration by Declarant which was filed for record on September 25, 1987, in Volume 2726, Pages 729-733 of the Land Records of Smith County, Texas; and

WHEREAS, Declarant having the requisite ownership to amend such Declaration pursuant to Article VI - Section 8 of said Declaration, has approved a certain amendment to the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Declaration is hereby amended as follows:

Article IV - Section 2 Living Area Requirements, is hereby amended to read as follows:

"Section 2. Living Area Requirements. The area of any dwelling, exclusive of open porches and garages, shall contain no less than 2,400 square feet."

IN WITNESS WHEREOF, these presents have been executed on the date and year first above written.

TALL TIMBERS ESTATES JOINT VENTURE
HUNTINGTON RESIDENTIAL COMPANY
(formerly ETSL Development Company)

BY: Perry B. Hall
PERRY B. HALL, President

ATTEST: Gary N. Halbrooks
Gary N. Halbrooks, Secretary

JOHNSON/DIXSON PROPERTIES, INC.

BY: Michael Johnson
MICHAEL JOHNSON,
Vice-President

THE STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 12th day of April, 1988, by PERRY B. HALL, President of Huntington Residential Company, a Texas corporation, on behalf of said corporation.



Laura T. Powell
Notary Public for the State of Texas
Notary's printed name: LAURA T. POWELL
My commission expires: 10-30-91

THE STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 12th day of April, 1988, by MICHAEL JOHNSON, Vice-President of Johnson/Dixson Properties, Inc., a corporation, on behalf of said corporation.



Laura T. Powell
Notary Public for the State of Texas
Notary's printed name: LAURA T. POWELL
My commission expires: 10-30-91

STATE OF TEXAS, COUNTY OF SMITH
I hereby certify that this instrument was
read on the date and time stamped hereon
by me and was duly recorded in the Land
Records of Smith County, Texas.



APR 28 1988

MARY MORRIS
COUNTY CLERK, Smith County, Texas
By [Signature] Deputy