

THREE POINTS' ESTATES SUBDIVISION
HENDERSON COUNTY, TEXAS

Report to the Board of Directors of the Three Points' Estates Property Owners Association:

Properties of the Subdivision –

- 1) **Initial Platt (1968) Unit One**
Block 1, Lots 1-33
Block 2, Lots 1-20
Block 3, Lots 1-24
Block 4, Lots 1-12
Block 5, Lots 1-39
Block 6, Lots 1-15
Block 7, Lots 1-6
Block 8, Lots 0,1-10
- 2) **Unit Two (1969)**
Block 9, Lots 1-27
Block 10, Lots 1-26
- 3) **Unit Three (1969)**
Block 11, Lots 1-13
Block 12, Lots 1-8
- 4) **MOBILE HOME ESTATES (1969)**
MHE, Lots 1-42
- 5) **Unit Four (1973)**
Lots 1-34 with specific designation as follows:
Residential Homes Lots 1-13 and Lots 28-34
Mobile Homes OR Residential Homes Lots 14-27
- 6) **ADDENDUM TO Unit Three (1971)**
Block 11, Lot 13 designated "Commercial Use Only"
Block 12, Lot 1 designated "Commercial Use Only"

Report of January 2023 from Public records

157196

LAKE PALESTINE

68

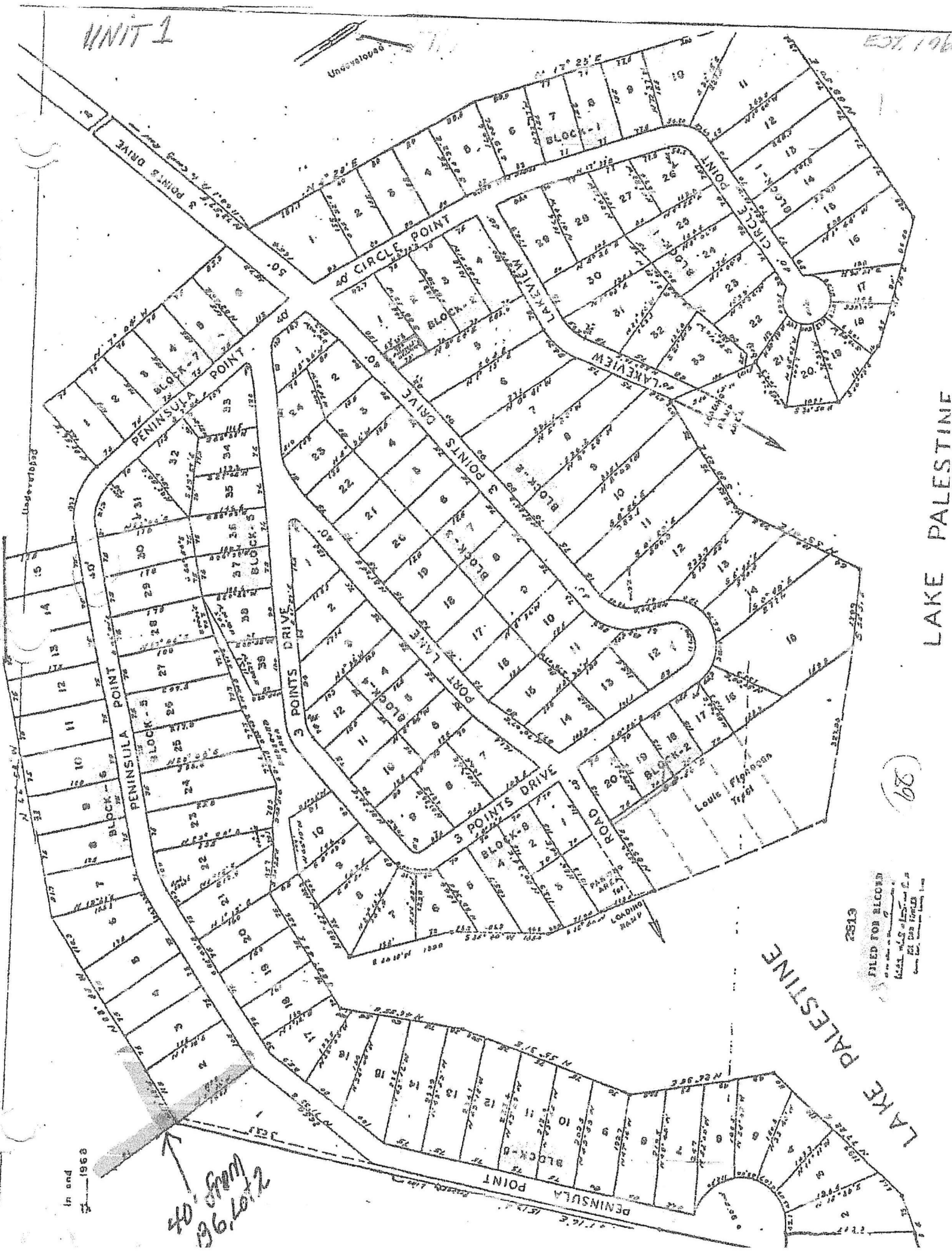
FILED FOR RECORD
 23 10 1918 at the office of the
 Clerk of the Court
 FOR DAN VIGOR
 County Clerk, Lawrence, Kansas

2513

LAKE PALESTINE

1961-1963
In and

40 8000 10/2



2840

2840 RESTRICTIONS APPLICABLE TO
3 POINTS ESTATE SUBDIVISION
HENDERSON COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HENDERSON

REF: Plat recorded in Volume 5 Page 95
of the Henderson County Plat Records.

KNOW ALL MEN BY THESE PRESENTS:

That W. C. McGuffey, Jr., being the sole owner of 3 Points Estates Subdivision, in Henderson County, Texas, do hereby restrict Installment one (1) of said Subdivision, as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of lots in said Subdivision, and his or their heirs, assigns, successors, and administrators, to-wit:

1. All lots shall be known and used exclusively for Residential purposes.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. 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, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single family dwelling, not to exceed two stories, shall be erected, placed, or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. Exterior finish shall be twenty-five (25) percent masonry or better, unless otherwise approved by architectural committee.
4. No residence shall be located on any lot nearer than twenty-five (25) feet to the front lot line nor nearer than six (6) feet to the side or back lot line of any lot and no outbuilding shall be constructed nearer than forty (40) feet to the front lot line nor nearer than six (6) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
5. No residence of less than eight hundred (800) square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot. No concrete block construction shall be permitted on any lot.
6. Buildings shall be neat in appearance, and no building or structure shall be constructed or erected on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within one hundred and twenty (120) days from the beginning date of construction. All house plans shall be approved by a majority of the architectural committee composed of W. C. McGuffey, Jr. and R. T. McGuffey. If for any reason a member, or members, of said committee becomes unable to function, then a replacement member, or members, shall be selected from the lot owners in said subdivision immediately be the remaining members, or member.
7. All contractors must be approved by the architectural committee and he shall be a professional full time contractor. All structures shall be new construction using new material.
8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed, or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals except household pets shall be kept or maintained on any lot.
11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, W. C. McGuffey, Jr. or his successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to W. C. McGuffey, Jr. or his successors or assigns.
12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by petition of the owners of at least sixty (60) per cent of the residential lots.

VOL. 619 PAGE 179



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN HENDERSON

13. Enforcement of these covenants shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.

14. Invalidation of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.

15. The Seller retains an easement five (5) feet by five (5) feet square along the perimeter of the lot to be used for purposes of the utilities. Exact location to be decided by the utility company.

W.C. Mc Guffey, Jr.

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF HENDERSON

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared W.C. Mc GUFFEY, JR

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9th day of MAY

A.D. 1968.

Jennie O'Shaughnessy
Notary Public, HENDERSON County, Texas
My Commission Expires June 1, 1969.

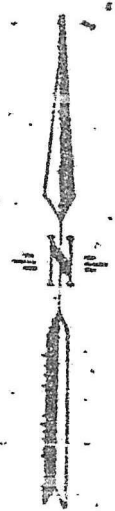
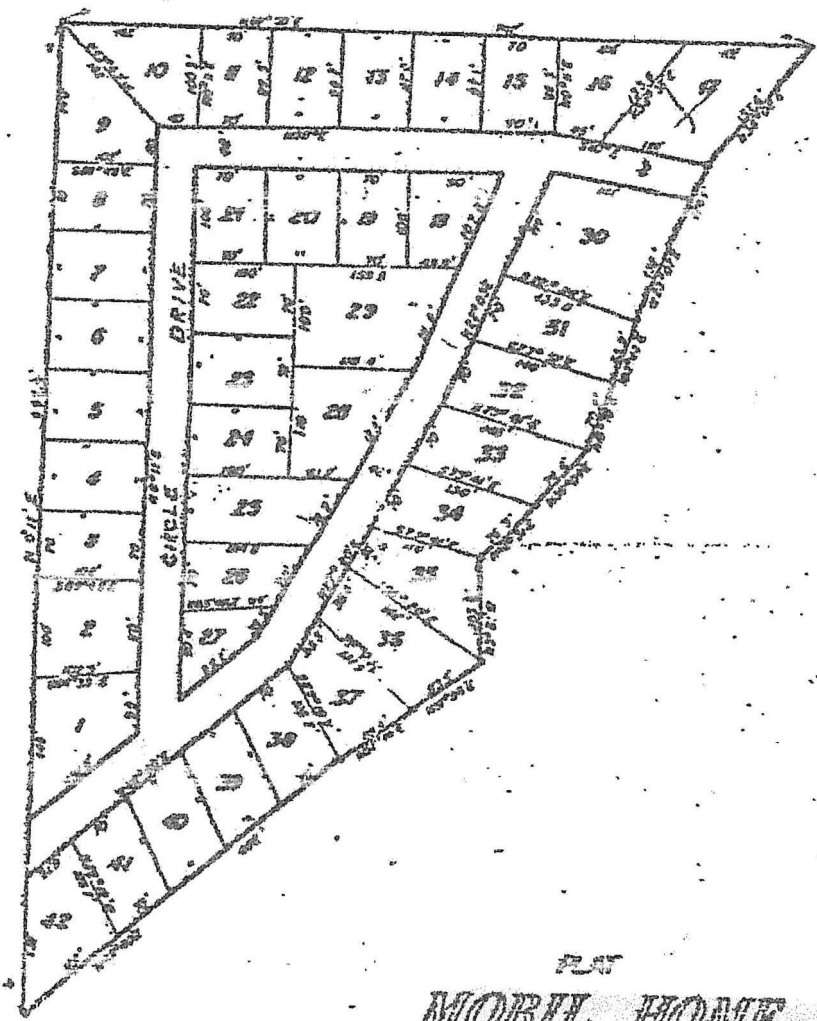


FILED FOR RECORD AT 8:00 O'CLOCK A.M. May 10 1968 JOE DAN FOWLER
CLERK COUNTY COURT, HENDERSON CO., TEXAS - BY Glancy O'Quinn DEPUTY

TRUE AND CORRECT
COPIES OF
THIS INSTRUMENT
FILED

July 1969

VOL



Scale 1"=100'

PLAT SHOWING
MOBIL HOME ESTATES

A SUBDIVISION ON LAKE PALESTINE BEING PART
OF THE MATHER GALHER SURVEY, A-B 61
HENDERSON COUNTY, TEXAS

4103

FILED FOR RECORD
as to office on July 1, 1969
by John A. Fowler
FOR JOHN FOWLER
County Clerk, Henderson County, Texas

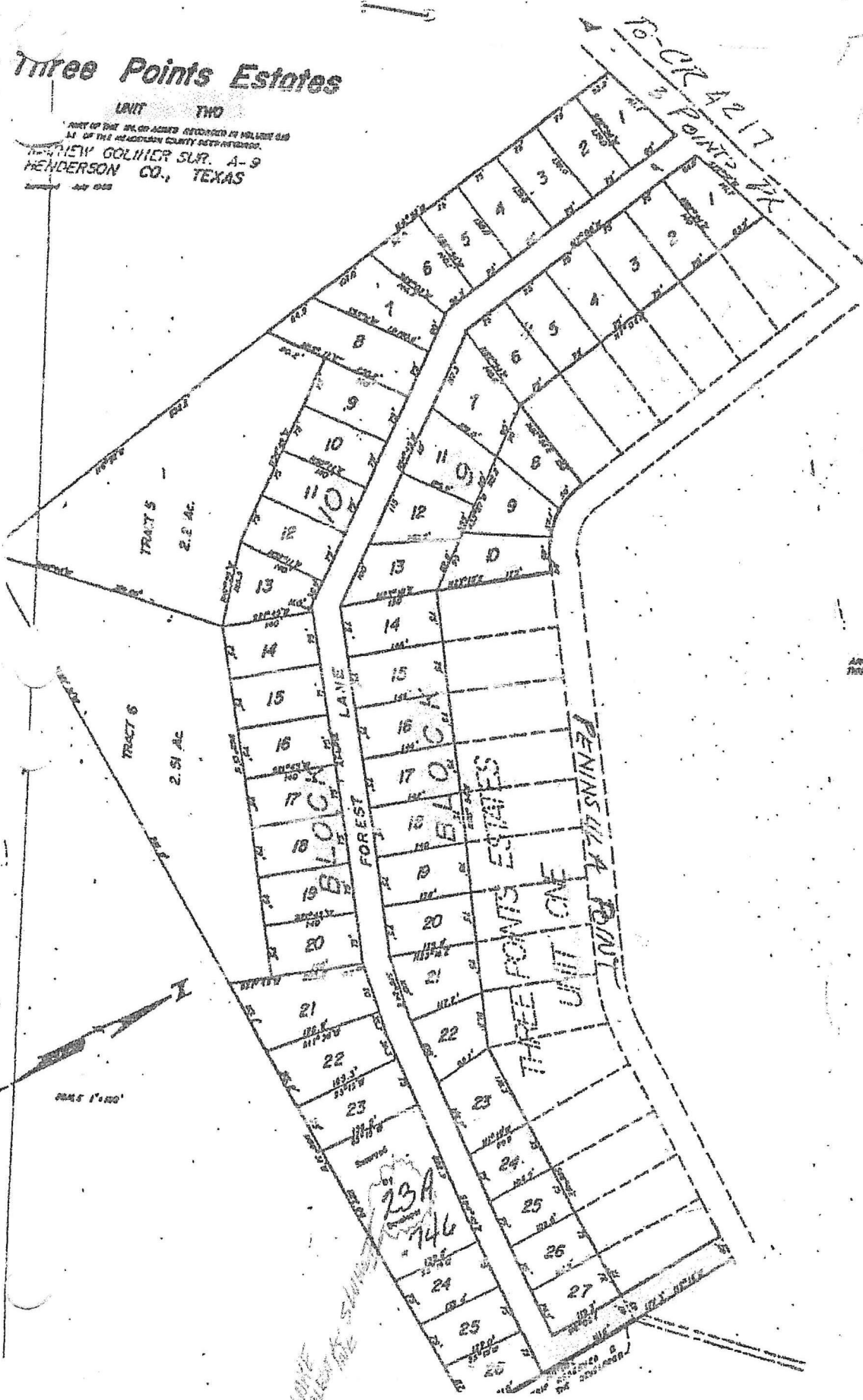
I, JOHN A. FOWLER, A 405 PUBLIC EMPLOYEE &
OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT
REPRESENTS A SUBDIVISION UNDER AN ESTATE
HOLD AND CORRECT BY THE BEST OF MY KNOWLEDGE
AND BELIEF.

Aug 8 Dec
1969

Three Points Estates

UNIT TWO

PORT OF THE AND AN ADDED AUTOMATIC IN PLANT 610
ALL OF THE HENDERSON COUNTY DISTRICTS
NEW GOLLIER SUR. A-9
HENDERSON CO., TEXAS
Surveyed July 1968



I, H. C. JENNINGS, JR., COUNTY CLERK, DO HEREBY CERTIFY THAT THE ABOVE PLAT
CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION
AND IS TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

H. C. Jennings, Jr.
COUNTY CLERK

APPROVED AND ORDERED TO BE RECORDED THIS 18th DAY OF NOV. 1969

James M. ...
COUNTY CLERK

APPROVED BY THE COMMISSIONERS COURT OF HENDERSON COUNTY, TEXAS
THIS 18th DAY OF NOVEMBER 1969

H. C. Jennings, Jr.
COUNTY CLERK

James M. ...
COUNTY CLERK

7773

FILED FOR RECORD
Nov 19 1969
H. C. JENNINGS, JR.
COUNTY CLERK

I, H. C. JENNINGS, JR., COUNTY CLERK, DO HEREBY CERTIFY THAT THE ABOVE PLAT
CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION
AND IS TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

RESIDENTIAL CHG'D TO COMMERCIAL
1971

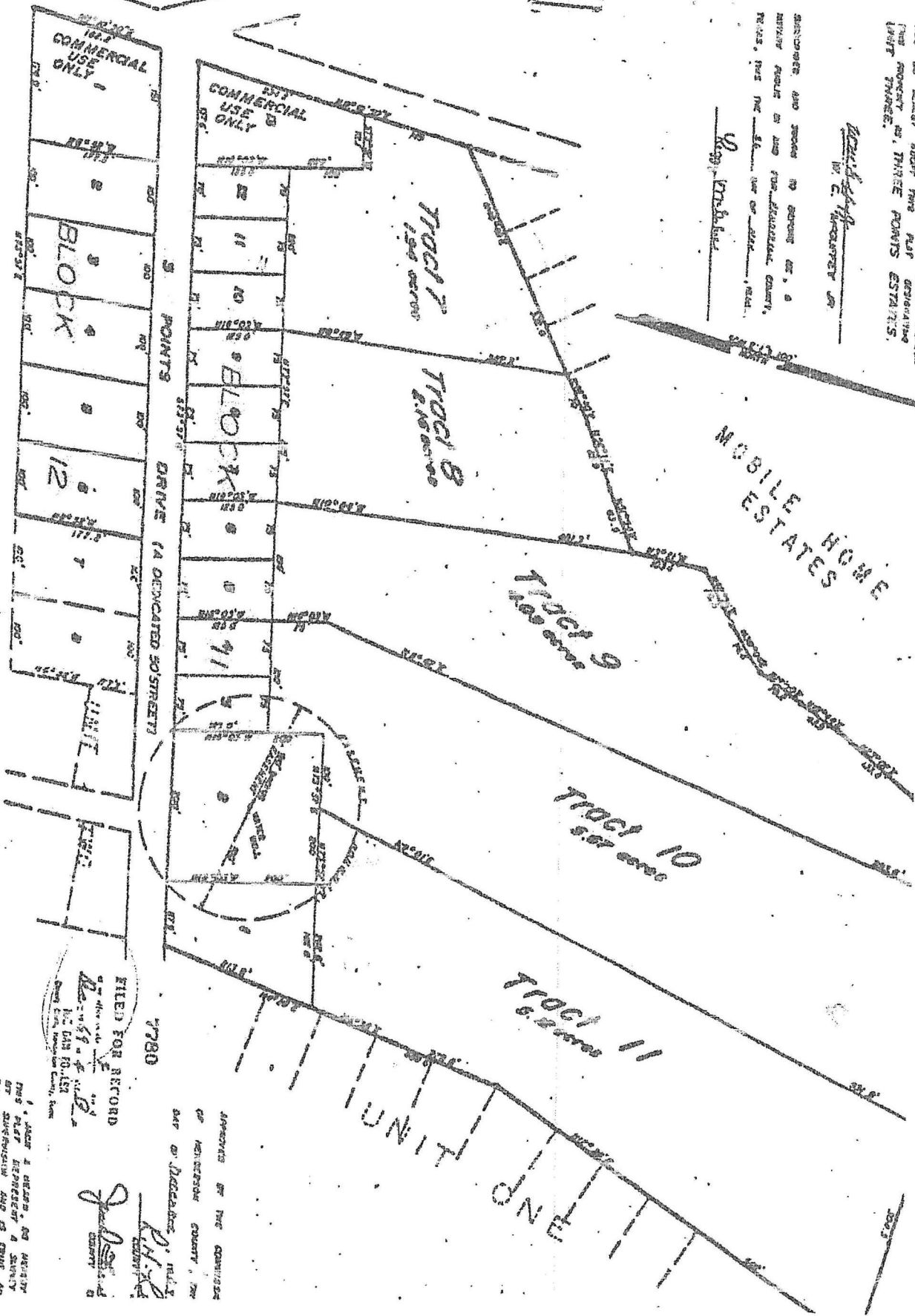
AND BE ADEQUATE ABOUT THE PLAT DESIGNATING
THIS PROPERTY AS THREE POINTS ESTATES,
UNIT THREE.

Accepted
by E. H. HOFFER JR.

SHOWN AND BEING TO BE OPENED AS A
RECREATION AREA AND TO BE USED AS SUCH,
THIS THE 15th DAY OF MAY, 1971.

By
K. J. Hoffman

MOBILE HOME
ESTATES



THREE POINTS ESTATES

UNIT THREE

A SUBDIVISION ON LAKE PALESTINE AND BEING PART OF A 126.00
ACRE TRACT IN THE MATTHEW COLLIER SURVEY, HENRYS COUNTY, TENNESSEE.

PLAT 618 PG 252
SURVEYED NOV. 1963

7780

FILED FOR RECORD

Revised 11-1-71
By E. H. HOFFER JR.

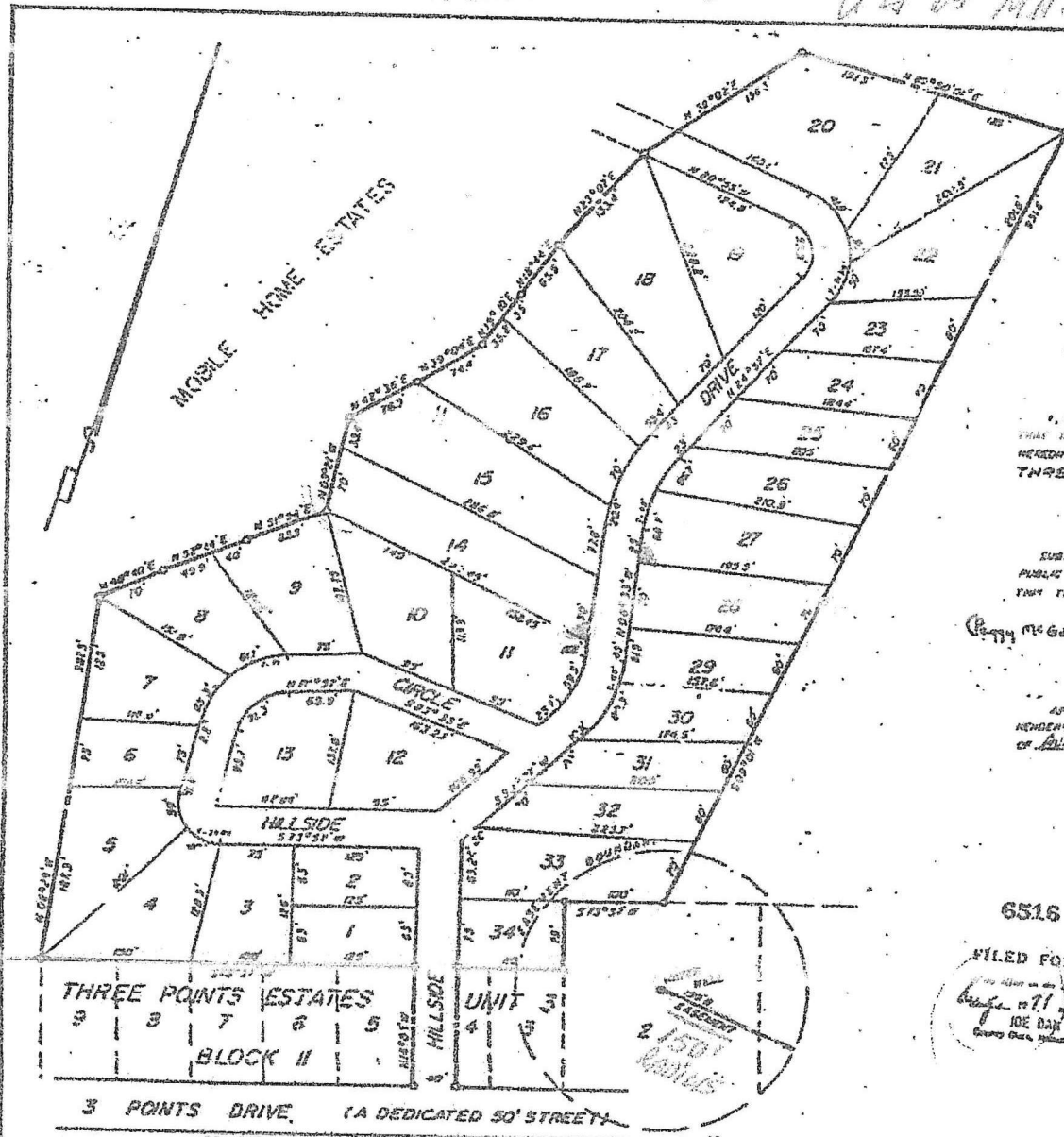
APPROVED BY THE COMMISSIONER
OF HENRYS COUNTY, TENNESSEE
DATE OF DECISION: MAY 15, 1971
P. H. HOFFER JR.

THIS PLAT IS HEREBY DECLARED
TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL
RECORDED IN THE
PUBLIC RECORDS

By
K. J. Hoffman

Lots 1-13
AND LOTS 28-34
MUST BE RESIDENTIAL
HOMES

Mobile OR RESIDENTIAL
1973
Lots 14-27 (HOUSEHOLD)
U of M. ESTATE



NOTE
REPLACING AND ADDING
A, B, C, D, AND THE REST OF
BLOCK II TO BE DEDICATED AS A
SHOWN ON PLAT RECORDS VOL. 6,
RESTRICTIONS VOL. 612, P. 222.

I, H. C. McSUFFER, JR., DO HEREBY
THAT I AM THE OWNER OF THE TRACT
HEREIN AND DO HEREBY ADMIT TWO
THREE POINTS ESTATES UNIT

James H. McSuffer Jr.
H. C. McSUFFER JR.

SUBSCRIBED AND SWORN TO BEFORE
PUBLIC IN AND FOR HENDERSON COUNTY
THIS 20th DAY OF August

Peggy McGhee *Peggy McGhee*

APPROVED BY THE COMMISSIONERS
HENDERSON COUNTY, TEXAS THIS 20th
DAY OF August 1973

W. R. [Signature]
J. [Signature]
COUNTY CLERK

6516

FILED FOR RECORD
INDEXED
11/10/73
JOE DAN FOWLER
County Clerk, Henderson County, Texas

THREE POINTS ESTATES UNIT FOUR

A SUBDIVISION ON LAKE PALESTINE AND BEING PART OF A 126.08
ACRE TRACT IN THE MATHEW GOLINER SURVEY, HENDERSON COUNTY, TEXAS.
VOL. 616, P. 222

I, JACOB A. HARRIS, DO HEREBY CE
THIS PLAT REPRESENTS A SURVEY AND
SUPERVISION AND IS TRUE AND CORRECT
BEST OF MY KNOWLEDGE AND BELIEF

John A. Harris
JACOB A. HARRIS
REGISTERED PUBLIC SURVEYOR IN

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of April, 1968.

W. C. McGuffey, Jr.
Notary Public in and for Henderson County, Texas

FILED FOR RECORD AT 8 O'CLOCK 4 M. April 15 1968 JOE DAN FOWLER
CLERK COUNTY COURT, HENDERSON CO., TEXAS - BY EH DEPUTY

The State of Texas,

2239

Know All Men by These Presents:

County of HENDERSON ::

That I, R. T. McGUFFEY, not joined herein by my wife as the tract or parcel of land herein conveyed is no part of our homestead,

of the County of Anderson, State of Texas, for and in consideration
of the sum of TEN AND 00/100 (\$10.00) - - - - -
- - - - (and other good and valuable consideration) - - - - DOLLARS
to me in hand paid by W. C. McGUFFEY, JR. - - - - -
- - - - as follows:

\$10.00 cash in hand paid, and other good and valuable consideration this day paid, the receipt and sufficiency of which is hereby acknowledged and confessed,

subject to the hereinafter described prior conveyance and/or reservation of all oil, gas and all other minerals,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

W. C. McGUFFEY, JR.,

of the County of Henderson, State of Texas, all that certain lot, tract or parcel of land out of the MATTHEW GOLIHER SURVEY, Abstract #9, Henderson County, Texas, and being the residue of land out of a certain 133 acre tract described in Deed from Earlyne J. Latham, et al to Clara Etta Jordan, dated November 11, 1960 and recorded in Volume 490, Page 293 of the Deed Records of Henderson County, Texas. Said tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING At the Northwest corner of the above mentioned 133 acre tract, a $\frac{1}{2}$ inch iron rod located at fence corner along the East line of an old road;

THENCE NORTH 89 deg. 50 min. 01 sec. East with the North line of the said 133 acre tract 1827.39 feet to an iron rod found for the most Northern Northwest corner of a certain 6.16 acre tract conveyed by Clara Jordan to Upper Neches River Municipal Water Authority by Deed recorded in Volume 495, Page 357, deed records;

THENCE with the boundary line between Clara Jordan and the Upper Neches River Municipal Water Authority as surveyed and marked on the ground by iron rods the following courses and distances: South 41 deg. 15 min. 56 sec. East 261.56 feet; South 20 deg. 09 min. East 131.0 feet; South 30 deg. 50 min. West 104.7 feet; North 89 deg. 26 min. West 106.3 feet; South 10 deg. 18 min. 35 sec. West 181.92 feet; South 88 deg. 23 min. East 241.55 feet; North 59 deg. 41 min. East 277.4 feet; South 50 deg. 51 min. East 139.8 feet, an iron rod located along the East line of the above mentioned 133 acre tract;

THENCE SOUTH 00 deg. 05 min. 40 sec. East with the East line of the said 133 acres, 914.0 feet, an iron rod located at the most Northern corner of a 0.52 acre tract conveyed by Clara Jordan to the Upper Neches River Municipal Water Authority and described as Tract B of the above mentioned Deed recorded in Volume 495, Page 357, Deed Records; THENCE with the marked boundary line of said Tract B South 20 deg. 37 min. West 197.64 feet; West 185.0 feet; South 65.0 feet, and East 255.0 feet to the Southeast corner of the said 0.52 acre tract, an iron rod located along the East line of the above mentioned 133 acre tract; THENCE SOUTH 00 deg. 05 min. 40 sec. East with the said East line 660.0 feet to the Southeast corner of the said 133 acre tract; THENCE NORTH 89 deg. 56 min. 27 sec. West with the South line of the said 133 acre tract, 2452.28 feet to the Southwest corner of same; THENCE NORTH 00 deg. 10 min. 50 sec. East with the West line of the 133 acre tract and the East line of an old road 2362.83 feet to the Place of BEGINNING and containing 126.08 acres of land. Surveyed under date of February 1, 1968 by Jack A. Hearn, Registered Public Surveyor No.461.

IT IS UNDERSTOOD AND AGREED that there has been heretofore conveyed and/or reserved by Grantor's predecessors in title, all of the oil, gas and all other minerals in and under the tract or parcel of land herein conveyed, and this conveyance is made subject to same.

The tract or parcel of land herein conveyed is no part of the homestead of the Grantor herein, as the Grantor owns property in Anderson County, Texas, and being his homestead exempt from forced sale. subject to the hereinabove described prior conveyance and/or reservation of all oil, gas and all other minerals,

TO HAVE AND TO HOLD the above described premises/ together with all and singular the rights and appurtenances thereto in anywise belonging unto the said W. C. McGuffey, Jr. his - - -

heirs and assigns forever and I do hereby bind myself and my - - - heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said W. C. McGuffey, Jr., his - - -

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Athens, Texas, this 8th day of February, A.D. , 19 68.

R. T. McGuffey
(R. T. McGuffey)

NOTARY PUBLIC OF TEXAS

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF ANDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. T. McGUFFEY,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of February, A. D. 19 68.

(L. S.)
(My comm. expires 6/1/69)

Paul Harnett
Notary Public in and for HENDERSON County, Texas

THE STATE OF TEXAS

COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

That W. C. McGUFFEY, JR., owner of Three Points Estates Subdivision, Unit II, Henderson County, Texas, as shown on a Plat recorded in Volume 6, Page 60, of the Plat Records of Henderson County, Texas, does hereby impress all of the property included in Three Points Estates Subdivision with the following restrictions:

1. All lots shall be known and used exclusively for Residential purposes.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other wastes 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, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single dwelling, not to exceed two stories, shall be erected, placed, or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. Exterior finish shall be twenty-five (25) percent masonry or better, unless otherwise approved by architectural committee.
4. No residence shall be located on any lot nearer than twenty-five (25) feet to the front lot line nor nearer than six (6) feet to the side or back lot line of any lot and no outbuilding shall be constructed nearer than forty (40) feet to the front lot line nor nearer than six (6) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
5. No residence of less than eight hundred (800) square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot. No concrete block construction shall be permitted on any lot.
6. Buildings shall be neat in appearance, and no building or structure shall be constructed or erected on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within one hundred and twenty (120) days from the beginning date of construction. All house plans shall be approved by a majority of the architectural committee composed of W. C. McGuffey, Jr. and R. T. McGuffey. If for any reason a member, or members, of said committee becomes unable to function, then a replacement member, or members, shall be selected from the lot owners in said subdivision immediately by the remaining members, or member.
7. All contractors must be approved by the architectural committee and he shall be a professional full time contractor. All structures shall be new construction using new material.
8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed, or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals except household pets shall be kept or maintained on any lot except when lot or tract is over two (2) acres in size.
11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, W. C. McGuffey, Jr. or his successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to W. C. McGuffey, Jr. or his successors or assigns.
12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by petition of the owners of at least sixty (60) percent of the residential lots.

13. Enforcement of these covenants shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.

14. Invalidity of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.

15. The Seller retains an easement five (5) feet by five (5) feet square along the perimeter of the lot to be used for purposes of the utilities. Exact location to be decided by the utility company.

SINGLE ACKNOWLEDGMENT

W.C. McGuffey, Jr.

THE STATE OF TEXAS |
COUNTY OF HENDERSON |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

W. C. McGUFFEY, JR.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 14 day of August A.D. 1969.



Deputy W.C. McGuffey, Jr.
Notary Public in and for Henderson County, Texas

FILED FOR RECORD AT 8 O'CLOCK P.M. Aug. 15 1969 BY JOE DAN FOWLER
CLERK COUNTY COURT, HENDERSON CO., TEXAS: 27 DEPUTY

THE STATE OF TEXAS

COUNTY OF HENDERSON

We, W. C. McGuffey, Jr., Alvin H. Jones, W. F. Ihrer,
 G. W. Fenton, Billy R. House, R. L. Reagan and
 R. T. McGuffey
 being more than 60% of the property owners in Three Points Estates
 Subdivision in Henderson County, Texas, as recorded in Volume 5,
 Page 95, of the Plat Records of Henderson County, Texas, do hereby
 amend the restrictions of said subdivision, which said restrictions
 are recorded in Volume 619, Pages 179 and 180, of the Deed Records of
 Henderson County, Texas, by changing the following, to-wit:

Paragraph No. 2 of said Restrictions above referred to
 are amended to allow Lot No. 2 Blk. 6 as shown in said Plat
 to be subdivided into a total of 1 lot and one 40 foot street
 and all the other terms and conditions of the Restrictions
 hereinabove referred to shall apply to the subdivided Lot No. 2
 Blk. 6 as they apply to all the other lots in said Three Points
 Estates Subdivision.

Except for the above mentioned amendment said Restrictions of
 Three Points Estates Subdivision recorded in Volume 619, Pages 179 and
 180, of the Deed Records of Henderson County, Texas, shall remain in
 full force and effect.

Dated this the 30th day of August, 1969.

W. C. McGuffey, Jr.
 W. C. McGuffey, Jr.

Alvin H. Jones

W. F. Ihrer

G. W. Fenton

Billy R. House

R. L. Reagan

R. T. McGuffey

SINGLE ACKNOWLEDGMENT

VOL. 639 PAGE 799

THE STATE OF TEXAS,
COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. C. McGuffey, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of August A.D. 1969

(L. S.) (Peggy McGahee)

Peggy McGahee
Notary Public in and for Henderson County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alvin H. Jones known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of August A.D. 1969

(L. S.) (Peggy McGahee)

Peggy McGahee
Notary Public in and for Henderson County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. F. Ihrer known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of August A.D. 1969

(L. S.) (Peggy McGahee)

Peggy McGahee
Notary Public in and for Henderson County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared G. W. Fenton known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of August A.D. 1969

(L. S.) (Peggy McGahee)

Peggy McGahee
Notary Public in and for Henderson County, Texas

VOL. 639 PAGE 800 SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Billy R. House known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of August A.D. 1969

(L. S.)

(Peggy McGahee)

Peggy McGahee
Notary Public in and for Henderson County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. L. Reagan known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of August A.D. 1969

(L. S.)

(Peggy McGahee)

Peggy McGahee
Notary Public in and for Henderson County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. T. McGuffey known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of August A.D. 1969

(L. S.)

(Peggy McGahee)

Peggy McGahee
Notary Public in and for Henderson County, Texas

RECORDED AT 10 O'CLOCK A.M. Oct. 3

CLERK COUNTY COURT, HENDERSON CO., TEXAS - BY

JOE DAN FOWLER
DEPUTY

7876
7878

VOL. 642 PAGE 497

RESTRICTIONS APPLICABLE TO
THREE POINTS ESTATES SUBDIVISION UNIT II AND UNIT III
HENDERSON COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

That W. C. McGUFFEY, JR., owner of Three Points Estates Subdivision, Unit II, Henderson County, Texas, as shown on a Plat recorded in Volume 6, Page 76 of the Plat Records of Henderson County, Texas, and Unit III, Henderson County, Texas, as shown on a Plat recorded in Volume 6, Page 77, Plat Records of Henderson County, Texas, does hereby impress all of the property included in Three Points Estates Subdivision with the following restrictions:

1. All lots shall be known and used exclusively for Residential purposes as shown with the following exceptions: Lot 1 Block 12, Unit 3, Lot 13 Block 11, Unit 3 shall be designated as commercial property and may be used for multiple purpose residence and commercial or singular commercial or residence. Also, Lot 2 Blk 11, Unit 3, shall be used as a water system well, storage and etc. with a sanitary control easement of circular shape with a 150' radius from the center of the well on all of Lot 2 and parts of lots' 1 and 3, Blk 11, Unit 3 and covers parts of tracts 10 and 11 in Unit 3.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. 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, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single dwelling, not to exceed two stories, shall be erected, placed or permitted to remain on any residential lot, and no structure of a temporary character, trailer bus, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. Exterior finish shall be twenty-five (25) percent masonry or better, unless otherwise approved by architectural committee.
4. No residence shall be located on any lot nearer than twenty-five (25) feet to the front lot line nor nearer than six (6) feet to the side or back lot line of any lot and no outbuilding shall be constructed nearer than forty (40) feet to the front lot line nor nearer than six (6) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
5. No residence of less than eight hundred (800) square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot. No concrete block construction shall be permitted on any lot.
6. Buildings shall be neat in appearance, and no building or structure shall be constructed or erected on the premises that shall be considered detrimental to the development. Wood exterior shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within one hundred and twenty (120) days from the beginning date of construction. All house plans shall be approved by a majority of the architectural committee composed of W. C. McGuffey, Jr. and R. T. McGuffey. If for any reason a member, or members, of said committee becomes unable to function, then a replacement member, or members, shall be selected from the lot owners in said subdivision immediately by the remaining members, or member.
7. All contractors must be approved by the architectural committee and he shall be a professional full time contractor. All structures shall be new construction using new material.
8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed, or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals except household pets shall be kept or maintained on any lot except when lot or tract is over two (2) acres in size.
11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, W. C. McGuffey, Jr. or his successors or assigns may have the lot cleaned at the cost or expense thereof shall be payable by owner of said lot to W. C. McGuffey, Jr. or his successors or assigns.
12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by petition of the owners of at least sixty (60) percent of the residential lots.

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13. Enforcement of these covenants shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.

14. Invalidation of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.

15. The Seller retains an easement five (5) feet by five (5) feet square along the perimeter of the lot to be used for purposes of the utilities. Exact location to be decided by the utility company.

W. C. McGuffey, Jr.
W. C. McGuffey, Jr.

SINGLE ACKNOWLEDGMENT

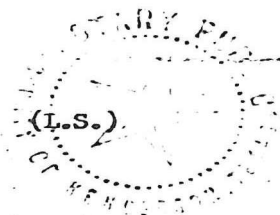
THE STATE OF TEXAS *Q*

COUNTY OF HENDERSON *Q*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. C. McGUFFEY, JR.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of December A.D. 1969.



(Perry McGahee) Perry McGahee
Notary Public in and for Henderson County, Texas

FILED FOR RECORD AT 9 O'CLOCK PM Dec 9 1969 JOE DAN FOWLER
CLERK COUNTY COURT, HENDERSON CO., TEXAS - BY SD DEPUTY

3634
3570

AMENDMENT TO RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, W. C. McGuffey, Jr., R. T. McGuffey, Joe McGuffey, Billy R. House, H. L. Traylor, J. Eugene Harris, W. O. Holloway, Haden Holloway, Billy W. Holloway, W. K. Thomas, G. M. Renfro, Art B. Young, B. H. Caperton, R.S. Wham, Jr., A.J. Hines, Bobby Kindle, A.M. Crosby, Warren D. Bowles, Billy F. Tomlin, O. R. Huffman, J. B. Law, William L. King, J.L. Downs, W. F. Ihrer, Bill Perry, R.L. Reagan, Allen Hines, James B. Berry, Jr., Donald Berry, Donald I. Dennis, B. R. Kamerer, Mrs. Luke Hoskins, and Robert J. Alston.

being more than 60% of the property owners in 3 POINTS ESTATES Subdivision in Henderson County, Texas, as recorded in Volume 5, Page 95, Volume 6 Page 76 and Volume 6, Page 77, of the Plat Records of Henderson County, Texas, do hereby amend the restrictions of said subdivision, which said restrictions are recorded in Volume 619, Page 179 and 180, Volume 637, Page 729, and Volume 642, Page 493 of the Deed Records of Henderson County, Texas, by changing the following, to-wit:

Paragraph No. 1, No. 2, and No. 3 of said Restrictions above referred to are amended to allow Lots 10, 11 and 12 and Tract No. 7, Unit III, Block 11 as shown in said Plat to be changed from Residential purposes as shown on Plat to Commercial Property, and/or residential property.

All other terms and conditions of the Restrictions of 3 POINTS ESTATES Subdivision, Henderson County, Texas, shall remain in full force and effect.

Dated this 1st day of February, 1971.

W. C. McGuffey, Jr.
W. C. McGuffey, Jr.
R. T. McGuffey
R. T. McGuffey
Billy R. House
H. L. Traylor
J. Eugene Harris
W. O. Holloway
Haden Holloway
Art B. Young
B. H. Caperton
R.S. Wham, Jr.
A.J. Hines
Bobby Kindle
A.M. Crosby
Warren D. Bowles
Billy F. Tomlin
O. R. Huffman
J. B. Law
William L. King
J.L. Downs
W. F. Ihrer
Bill Perry
R.L. Reagan
Allen Hines
James B. Berry, Jr.
Donald Berry
Donald I. Dennis
B. R. Kamerer
Mrs. Luke Hoskins
Robert J. Alston

<u>Billy W. Holloway</u>	<u>William L. King</u>
<u>J.R. Thomas</u>	<u>J.L. Downs</u>
<u>Tommy</u>	<u>W.F. Threr</u>
<u>Art B. Young</u>	<u>Bill Perry</u>
<u>B.H. Caperton</u>	<u>R.L. Reagan</u>
<u>R.S. Wham</u>	<u>Allen Hines</u>
<u>A.J. Hines</u>	<u>James B. Berry Jr</u>
<u>Bobby Kindle</u>	<u>Donald Berry</u>
<u>A.M. Crosby</u>	<u>Donald Berry</u>
<u>Warren D. Bowles</u>	<u>B.R. Kameron</u>
<u>Billy F. Tomlin</u>	<u>Mrs. Luke Hoskin</u>
<u>O.R. Huffman</u>	<u>Robert J. Alston</u>
<u>J.B. Law</u>	<u>By the Notary Public</u>

THE STATES OF TEXAS 0 ACKNOWLEDGMENT
COUNTY OF HENDERSON 0

BEFORE ME, the undersigned, a Notary Public in and for said County and State, between these dates, February 1, 1971 and May 1st, 1971, personally appeared the below listed people: W.C. McGUFFEY, JR., R.T. McGUFFEY, JOE McGUFFEY, BILLY R. HOUSE, H.L. TRAYLOR, J. EUGENE HARRIS, W. O. HOLLOWAY, HADEN HOLLOWAY, BILLY W. HOLLOWAY, W.K. THOMAS, G. M. RENFROE, ART B. YOUNG, B.H. CAPERTON, R.S. WHAM, JR., A.J. HINES, BOBBY KINDLE, A.M. CROSBY, WARREN D. BOWLES, BILLY F. TOMLIN, O.R. HUFFMAN, J.B. LAW, WILLIAM L. KING, J.L. DOWNS, W.F. IHRER, BILL PERRY, R.L. REAGAN, ALLEN HINES, JAMES B. BERRY, JR., DONALD BERRY, DONALD I. DENNIS, B.R. KAMERER, MRS. LUKE HOSKIN and ROBERT J. ALSTON, known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of May, A.D. 1971.

(L.S.)

(Peggy McGahee)

Peggy McGahee
Notary Public in and for Henderson County, Texas

FILED FOR RECORD THIS 21 DAY OF May A.D. 1971 AT 10 O'CLOCK A.M.
JOE DAN FOWLER CLERK COUNTY COURT, HENDERSON CO. TEXAS BY D.B. DEPUTY

RESTRICTIONS APPLICABLE TO
THREE POINTS ESTATES SUBDIVISION UNIT IV
HENDERSON COUNTY, TEXAS

THE STATE OF TEXAS ()

COUNTY OF HENDERSON ()

KNOW ALL MEN BY THESE PRESENTS:

That W. C. McGUFFEY, JR., owner of Three Points Estates Subdivision, Unit IV, Henderson County, Texas, as shown on a Plat recorded in Volume 7 Page 89 of the Plat Records of Henderson County, Texas, does hereby impress all of the property included in Three Points Estate Subdivision with the following restrictions:

1. All lots shall be known and used exclusively for Residential purposes.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other wastes 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, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single dwelling, not to exceed two stories, shall be erected, placed, or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. Exterior finish shall be twenty-five (25) percent masonry or better, unless otherwise approved by architectural committee.
4. No residence shall be located on any lot nearer than twenty-five (25) feet to the front lot line nor nearer than six (6) feet to the side or back lot line of any lot and no outbuilding shall be constructed nearer than forty (40) feet to the front lot line nor nearer than six (6) feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
5. No residence of less than eight hundred (800) square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot. No concrete block construction shall be permitted on any lot.
6. Buildings shall be neat in appearance, and no building or structure shall be constructed or erected on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within one hundred and twenty (120) days from the beginning date of construction. All house plans shall be approved by a majority of the architectural committee composed of W. C. McGuffey, Jr. and R. T. McGuffey. If for any reason a member, or members, of said committee becomes unable to function, then a replacement member, or members, shall be selected from the lot owners in said subdivision immediately by the remaining members, or member.
7. All contractors must be approved by the architectural committee and he shall be a professional full time contractor. All structures shall be new construction using new material.
8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT.
9. No sign shall be erected, placed, or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals except household pets shall be kept or maintained on any lot except when lot or tract is over two (2) acres in size.
11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, W. C. McGuffey, Jr. or his successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to W. C. McGuffey, Jr. or his successors or assigns.
12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by petition of the owners of at least sixty (60) percent of the residential lots.

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13. Enforcement of these covenants shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.

14. Invalidation of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.

15. The Seller retains an easement five (5) feet by five (5) feet square along the perimeter of the lot to be used for purposes of the utilities. Exact location to be decided by the utility company.

W. C. McGuffey, Jr.
W. C. McGUFFEY, JR.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS Q
COUNTY OF HENDERSON Q

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. C. McGUFFEY, JR. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 23rd day of August A.D. 1971.



(Mary Alice Harrup) Mary Alice Harrup
Notary Public in and for Henderson County, Texas

FILED FOR RECORD THIS 24 DAY OF Aug. A.D. 1971 AT 10 O'CLOCK AM
JOE DAN FOWLER CLERK COUNTY COURT, HENDERSON CO. TEXAS-BY E.H. DEPUTY

VOL 831 PAGE 150
The State of Texas,
County of **HENDERSON**

2222

} **Know All Men by These Presents:**

That **I, W. C. McGuffey, Jr., Individually and as Attorney in Fact for
Gerry McGuffey,**

of the County of **Henderson** State of **Texas** for and in consideration
of the sum of **Ten and no/100 Dollars, and other good and valuable consideration,**

DOLLARS

to **me** in hand paid by **the Property Owners of 3 Points Estates and Mobile Home Estates**
as follows:

**\$10.00 cash in hand paid, and other good and valuable consideration, the receipt
of which is hereby acknowledged and confessed,**

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Property Owners of 3 Points Estates and Mobile Home Estates

of the County of **Henderson** State of **Texas** all that certain

**lot, tract or parcel of land situated in Henderson County, Texas a part of the MATTHEW
GOLIHER SURVEY, and being Lots 1 & 3, Block 8, Unit 1, of the 3 POINTS ESTATES, a
Subdivision on Lake Palestine, in Henderson County, Texas, as shown by Plat recorded
in Volume 5, Page 95 of the Plat Records of Henderson County, Texas. All of the
property used as boat ramp, Pier, Parking area & roads, as shown on Plat, Park, &
Swimming Area, and any other land are improvements that are used in this area as
park, paring, fishing pier, boat ramp, unloading area, swimming area, recreation &
etc., I hereby deed all the above to the Property Owners of 3 Points Estates and
Mobile Home Estates, Lake Palestine, Rt. 1, Frankston, Texas to share and share alike
as was agreed when the Property Owners purchased their lots. This land is never to
be sold but to be used by all the property owners of the addition, for the purposes
for which it was designed.**

2976

VOL. 701 PAGE 871
HENDERSON CO.AMENDMENT TO RESTRICTIONSTHE STATE OF TEXAS 0
COUNTY OF HENDERSON 0

We, the Undersigned, being more than 60% of the property owners in Three Points Estates Subdivision in Henderson County, Texas, as recorded in Volume 5, Page 95, Volume 6, Page 76 & 77 and Volume 7, Page 89 of the Plat Records of Henderson County, Texas, do hereby amend the restrictions of said subdivision (Ref: Paragraph 12), which said restrictions are recorded in Volume 619, Pages 179 and 180, Volume 642, Page 493, Volume 669, Page 569, of the Deed Records of Henderson County, Texas, by changing the following, to-wit:

Paragraphs No. 2, 3, 5 & 6 of said Restrictions above referred to are amended to allow Lots No. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27 of Unit 4 as shown in said Plat to be zoned and used for either mobile homes or residential (one single dwelling per lot) and all the other terms and conditions of the Restrictions hereinabove referred to shall apply to the subdivided lots as they apply to all the other lots in said Three Points Estates Subdivision.

Except for the above mentioned amendment said Restrictions of Three Points Estates Subdivision as recorded in Vol. 619, P 179 & 180, V 642, P 493 & V 669, P 569 of Deed Records of Henderson County, Texas, shall remain in full force and effect.

Dates this the _____ day of _____, 1973.
(Notarized date on page 2)

James H. Luffey
R. L. Reagan
H. W. Hall
H. L. Taylor
James H. Luffey

N. K. Hale
Robert H. Kinney
B. H. Carpenter
W. L. Thomas
W. L. Knapp
J. B. Johnson
Marjorie H. Broyles
Walter B. Baughman
Doyle E. Wilton
Bill H. House
R. T. Whippy

W. H. Luffey
Andrew Barnett
Elaine H. Luffey
C. H. Luffey
A. D. Luffey
W. L. Luffey
Oliver Phillips
Mark C. Luffey
Walter W. Luffey
Clyde A. Baggett
W. L. Luffey
J. B. Johnson
Edgar M. Brown
John D. Brown
J. D. Brown
Raymond Brown
Jack D. Brown

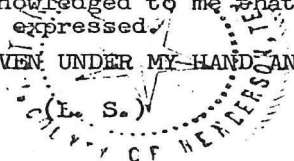
John L. Clark by J. D. Fowler
Robert G. Gaudin
Russell E. Gaudin
A. J. Jones
James M. Jones
James B. Berry Jr.
Ernest Turner
W. M. Knowles
M. F. Thores
Donald B. Berry
Betty K. K. K.
E. A. Mills
Josephine Lake
Ann Cook
Lance Chalk
Frank H. Ashby
Mrs. L. P. Berry
D. L. Jones
William Jones
M. O. Holladay

ACKNOWLEDGMENT

THE STATE OF TEXAS Ø
 COUNTY OF HENDERSON Ø

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared the above property owners in 3 POINTS ESTATES, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of March, A.D. 1973.



R. T. Gaudin
 Notary Public in and for Henderson Co., Texas

FILED FOR RECORD THIS 2 DAY OF April A.D. 1973 AT 10:00 O'CLOCK A. M.
 JOE DAN FOWLER CLERK COUNTY COURT, HENDERSON CO. TEXAS BY an DEPUTY

BY-LAWS
THREE POINTS ESTATES PROPERTY OWNERS ASSOCIATION

ARTICLE I

The name of the organization will be THREE POINTS ESTATES PROPERTY OWNERS ASSOCIATION.

ARTICLE II

A regular annual meeting of the membership shall be held at the community park or other designated place on the first Saturday of October at 3:00 pm for the election of officers. A written notice will be sent to all property owners thirty (30) days prior to this annual meeting advising of the place of such meeting. There will also be three (3) other meetings yearly, held on the 1st Monday of February, May and August at 6:30 pm. A quorum shall consist of at least three (3) officers who must be present in order to hold these meetings.

Special meetings of the Association shall be held at any time upon a majority vote of the Board of Directors or upon the written request of at least twenty (20) current property owners. Such special meeting shall be called by the President by giving written notice of such meeting including date, time, place and purpose of special meeting.

ARTICLE III

A non-profit organization Association of all property owners was formed for the purpose of promulgating rules and regulations for (1) the operation and improvement of the community park, (2) to assist in all legal ways the proper development and improvement of the geographic area known as THREE POINTS ESTATES located on the shores of Lake Palestine in the incorporated town of Berryville, Texas, and three (3) to promote understanding and good will of the property owners.

The foregoing by-laws were submitted to the Board of Directors and the by-law committee and having been duly considered by the full Board of Directors, are hereby submitted to the property owners for their approval.

The By-laws may be amended by a two thirds majority present at the May meeting. The proposed amendments must have been read at the February meeting.

Majority of membership accepted, rejected and amended on February 7th, 1994.

ARTICLE IV

The membership of the Association shall consist of the owners of property within the confines of THREE POINTS ESTATES, with each home or home site having one vote, and subject to one annual contribution irrespective of the number of properties of THREE POINTS ESTATES owned by such member.

ARTICLE V

The principal office of the Association shall from time to time be at the home of the current President of the Association.

ARTICLE VI

Nominations for each officers' positions shall be made at the annual membership meeting and elected either by a show of hands or by secret ballot as determined by the President who shall be the presiding officer at such meeting. All officers so elected shall serve without pay.

ARTICLE VII

Four officers shall be elected for a term of 1 year beginning at the annual meeting.

The officers of the Association shall consist of a President who is also an ex officio member of all committees, presides at all meetings of the membership and calls special meetings. Vice-President serves in absence of the President. Secretary who records and takes minutes of all meetings and he/she will keep current members' roster and perform all mailings of the Association. Treasurer who will collect and keep accurate records of all incoming monies and disbursements, and give detailed report at each meeting. Officers shall be elected by the majority of the members present at each annual meeting of the membership for a 1 year term.

The nominating committee will be elected by the membership at the August meeting. The nominating committee will present a slate of officers.

ARTICLE VIII

Except for the initial Board of Directors elected at the organization meeting of September 24, 1978, all future Directors shall be elected at the annual meeting of the property owners. The Board of Directors shall consist of five members, one of which will be the past president and two of which will be elected at the first annual meeting to be held on September 9, 1979, and each odd year thereafter. Two of the Directors shall be elected at the September 1980 meeting and each even year thereafter, thus providing for continuity of membership on the Board. If any member resigns or is unable to complete his/her term, a new member will be appointed to fill that post until the term is complete.

The Board of Directors shall have an annual meeting at which they will elect their Chairman each year immediately following the annual membership meeting.

The Board of Directors shall have such special meetings as they deem necessary with the intent of such special meetings being held on a monthly basis at the call of the Chairman and the executive committee shall be invited to attend all such meetings.

A quorum of the Directors shall consist of three (3) members and majority vote of at least two (2) members will be required to institute any action or change.

The members of the Board of Directors shall serve without pay.

ARTICLE IX

No elected official shall serve more than two (2) consecutive terms in the same office to which he/she was elected.

ARTICLE X

The annual minimum contribution for each member of the Association shall initially be twenty dollars (\$20.00) per year. Any property owner who has not made such contribution shall not be considered a member of the Association and shall have no voice or vote in Association business at any annual or special meeting. The fiscal year for the Association shall begin on November 1 of each year and contributions for that year shall be paid to the Treasurer of the Association no later than December 31 of such fiscal year.

ARTICLE XI

Use of the community park and its facilities shall be at all times limited to the property owners and accompanied guests. Each member of the Association has the full right to question persons with tact using the facilities who he has reason to believe are not entitled to such use, and is encouraged to notify the law enforcement of such alleged trespassing. No property owner or guest of such owner shall be permitted to use abusive or vulgar language, litter the park, or otherwise make a public nuisance of themselves which in any way causes distress or embarrassment to the other members of this Association.

ARTICLE XII

All deed restrictions shall be made a part of the by-laws and enforced by the Association.

ARTICLE XIII

These by-laws, having been approved by the Board of Directors have become effective upon a majority vote of members of the Association at a special meeting held on February 7, 1994.

ARTICLE XIV

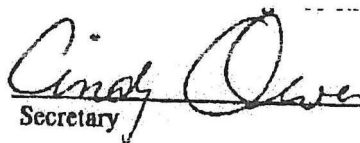
A budget will be submitted to the February membership meeting for the fiscal year's expenditures and approved by a majority of the membership.

ARTICLE XV

Roberts Rules of Order Parliamentary Procedures will be the governing rules of this Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name this seventh day of February, 1994.
A copy of these by-laws will be sent to each property owner prior to the October meeting.

A strong membership means a stronger organization. PLEASE JOIN.


Secretary

AMENDMENT 1: If the annual meeting date corresponds with the Square Fair Day, the annual meeting will be held one week later. (ADOPTED MAY 1, 1995)

0014831 ¹⁴⁸³¹ BY-LAWS
THREE POINTS ESTATES PROPERTY OWNERS ASSOCIATION

ARTICLE I

The name of the organization will be THREE POINTS ESTATES PROPERTY OWNERS ASSOCIATION.

ARTICLE II

A regular annual meeting of the membership shall be held at the Community Park or other designated place on the first or second Saturday of October at 12:00 noon for the election of officers. A written notice will be sent to all property owners' thirty (30) days prior to this annual meeting advising of the place of such meeting. There will also be three (3) other meetings yearly, held on the 1st Monday of February, May and August at 7:00 PM. A quorum shall consist of at least three (3) officers who must be present in order to hold these meetings.

ARTICLE III

A non-profit organization Association of all property owners was formed for the purpose of promulgating rules and regulations for (1) the operation and improvement of the community park, (2) to assist in all legal ways the proper development and improvement of the geographic area known as THREE POINTS ESTATES located on the shores of Lake Palestine in the incorporated town of Berryville, Texas, and three (3) to promote understanding and good will of the property owners.

The foregoing by-laws were submitted to the Board of Directors and the by-law committee and having been duly considered by the full Board of Directors, are hereby submitted to the property owners for their approval.

A two-thirds majority may amend the by-laws at the May or August meeting. The proposed amendment must have been read the previous meeting.

ARTICLE IV

The membership of the Association shall consist of the owners of property within the confines of THREE POINTS ESTATES, with each home or home site having one vote, and subject to one annual contribution irrespective of the number of properties of THREE POINTS ESTATES owned by such member.

ARTICLE V

The principal office of the Association shall from time to time be at the home of the current President of the Association.

ARTICLE VI

Nominations for each officer's positions shall be made at the annual membership meeting and elected either by a show of hands or by secret ballot as determined by the President who shall be the presiding officer at such meeting. All officers so elected shall serve without pay.

ARTICLE VII

Four officers shall be elected for a term of 1 year beginning at the annual meeting.

The officers of the Association shall consist of a President who is also an ex officio member of all committees, presides at all meetings of the membership and calls special meetings. Vice-President serves in absence of the President. Secretary who records and takes minutes of all meeting and he/she will keep current members' roster and perform all mailings of the Association. Treasurer who will collect and keep accurate records of all incoming monies and disbursements, and give detailed report at each meeting. Officers shall be elected by the majority of the members present at each annual meeting of the membership for 1 year terms.

The nominating committee will be elected by the membership at the August meeting. The nominating committee will present a slate of officers. Other nominations for each office may be made from the floor.

ARTICLE VIII

Board of Directors shall consist of five members or more who will be the four current Association officers: President, Vice-President, Secretary, Treasurer, as well as the immediate past President or elected representative of the membership should a vacancy occur. The Board may meet as necessary, in order to discuss Association business so that information is properly and thoroughly presented to the members at membership meetings. The chairperson who is the Association President will call any meetings of the Board.

Directors shall serve without pay.

ARTICLE IX

Elected officials may serve any number of terms subject to re-election each year.

ARTICLE X

The annual minimum contribution for each member of the Association shall initially be twenty dollars (\$20.00) per year. Any property owner who has not made such contribution shall not be considered a member of the Association and shall have no voice or vote in Association business at any annual or special meeting. The fiscal year for the Association shall begin on November 1 of each year and contributions for that year shall be paid to the Treasurer of the Association no later than December 31 of such fiscal year.

ARTICLE XI

Use of the community park and its facilities shall be at all times limited to the property owners and accompanied guests. Each member of the Association has the full right to question persons with tact using the facilities who he has reason to believe are not entitled to such use, and is encouraged to notify the law enforcement of such alleged trespassing. No property owner or guest of such owner shall be permitted to use abusive or vulgar language, litter the park, or otherwise make a public nuisance of themselves which in any way causes distress or embarrassment to the other members of this Association.

ARTICLE XII

All deed restrictions shall be made a part of the by-laws and enforced by the Association.

ARTICLE XIII

These by-laws have been approved by a majority vote of the Association members present at the Association meeting of August 5, 2002.

ARTICLE XIV

A budget will be submitted to the February membership meeting for the fiscal year's expenditures and approved by a majority of the membership.

ARTICLE XV

Roberts Rules of Order Parliamentary Procedures will be the governing rules of this Association.

The by-laws of Three Points Property Owners Association will become effective by the signatures of the voting membership being notarized and as witnessed by the Association Secretary. These by-laws will be submitted to the Henderson County Courthouse in Athens, Texas, to be recorded according to law. A copy of these by-laws will be sent to each current property owner in the Three Points Estates subdivision.


Secretary

VOL
2218

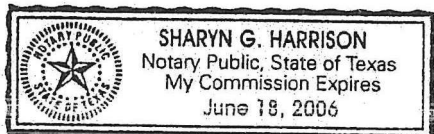
PAGE
240

VOTING MEMBERS APPROVING BY-LAWS

State of Texas
County of Henderson

This instrument was acknowledged before me on 8/5/02 by Sharla Hodges

Sharla Hodges



Sharyn G. Harrison
Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on 8/5/02 by Jeffrey R. Mountain

Jeffrey R. Mountain



Sharyn G. Harrison
Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on 8/5/02 by Dorothy McElvany

Dorothy McElvany

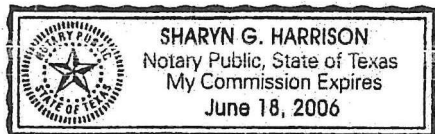


Sharyn G. Harrison
Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on 8/5/02 by Kenneth L. Schindewolf

KENNETH L. Schindewolf



Sharyn G. Harrison
Notary Public's Signature

VOTING MEMBERS APPROVING BY-LAWS

State of Texas
County of Henderson

This instrument was acknowledged before me on Aug. 5, 02 by Alma Ward

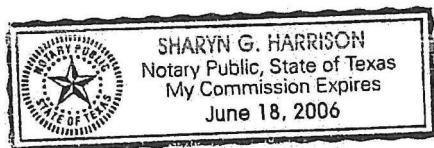


Alma Ward

Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on Aug 5, 02 by James F. Colvin

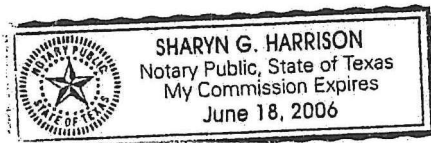


James F. Colvin

Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on Aug 5, 2002 by Thomas R. Lynn



Thomas R. Lynn

Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on Aug. 5, 02 by Betty S. Bitz



Betty S. Bitz

Notary Public's Signature

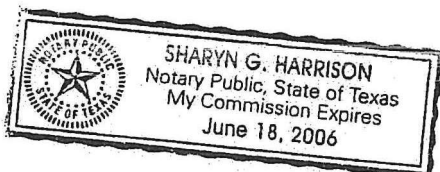
VOL
2218

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242

VOTING MEMBERS APPROVING BY-LAWS

State of Texas
County of Henderson

This instrument was acknowledged before me on 8/5/02 by Robert Morgan

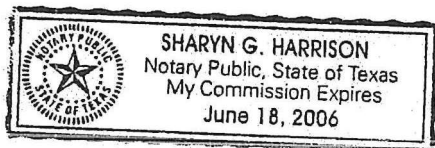


Robert Morgan

Sharyn G. Harrison
Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on 8/5/02 by Edgar I. Scudder



Edgar I. Scudder

Sharyn G. Harrison
Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on 8-5-02 by Robert F. Kizer



Robert F. Kizer

Sharyn G. Harrison
Notary Public's Signature

State of Texas
County of Henderson

This instrument was acknowledged before me on _____ by _____



Notary Public's Signature

FILED FOR RECORD

2002 AUG 23 AM 10:06

SUE M. MOFFETT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

0014831

THE STATE OF TEXAS
COUNTY OF HENDERSON

I, Gwen Moffett, Clerk of the County Court in and at for Henderson County Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date stamped hereon by me

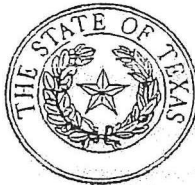

Gwen Moffett
County Clerk of Henderson County Texas



①

16.00w # 215181
Three Points Estates
% Jane C. Scudder
10638 Circle PT
Frankston, TX 75763
444

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Gwyn Shea
Secretary of State

Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

THREE POINTS ESTATES PROPERTY OWNERS' ASSOCIATION, INC.
Filing Number: 800162260

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/06/2003

Effective: 01/06/2003



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

ARTICLE XI

Waiver of Notice

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the by-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII

Amendments to By-laws

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a two-thirds majority of the Members present at any regular meeting or at any special meeting, if at least ten days written notice is given of intention to alter, amend or repeal or to adopt new by-laws at such meeting.

ARTICLE XIII

Adoption of By-laws

The foregoing Initial By-laws of this Corporation are hereby adopted by the undersigned, being all the Directors of such Corporation named in the Articles of Incorporation on OCTOBER 20th, 2002.

Thomas R. Lynn
Tom Lynn

James Colvin
James Colvin

Jane Scudder
Jane Scudder

Roberta Orchard
Roberta Orchard

Jeff Mountain
Jeff Mountain

Oris Gary
Oris Gary

THREE POINTS ESTATES PROPERTY OWNERS' ASSOCIATION, INC.
ORGANIZATIONAL MEETING

APRIL 3, 2003

Tom Lynn, President of the Property Owners' Association opened the meeting. Bob Maupin gave the opening prayer. Tom Lynn stated that the purpose is to protect our members from liability. The Association will be known hereafter as THREE POINTS ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

The reading of the ARTICLES OF INCORPORATION began. (See attached) Tom stated that we are in discovery mode on how to utilize forms and have been in contact with other Property Owners' Associations, IRS, the State of Texas Comptroller's office, and an accountant. We should be exempt from any State or Federal taxation. On a one-time basis we will complete needed paper work with the State and Federal Government as to our purpose. We will complete IRS form 1120-H. This form is due three months after the end of our fiscal year on December 15th.

The first motion before the membership was the election of the Association officers and directors as officers and directors of the corporation. The following names were presented:

President	Tom Lynn
Vice President	James Colvin
Secretary	Jane Scudder
Treasurer	Roberta Orchard
Director	Jeffrey Mountain
Director	Oris Gary

Tom Lynn stated that proxies returned, proxies defaulted by non-return, and member votes at this meeting will be tallied to reflect election results. Tom asked that one member from each property standup, state their name and state "For" or "Against". The members at the meeting voted as follows:

FOR

AGAINST

Gay Mountain
Marion Kizer
John Bynum
Lynn Howard
Marsha Lynn
Bob Maupin
Jane Scudder
Roberta Orchard

Tom Lynn stated there were six proxies returned voting "For", one proxy voted "Against", and fifty proxies not returned-defaulting to a vote of "For". And the eight meeting votes of "For". This is a total of 64 votes "For" and one vote "Against". The motion carried. The previous officers and directors have been reinstated as officers and directors of Three Points Estates Property Owners Association, Inc.

The next order of business was to vote on the by-laws of THREE POINTS ESTATES PROPERTY OWNERS' ASSOCIATION, INC. Then began the reading of the by-laws. (See attached) Tom called for a vote for the acceptance of these by-laws. The voting was conducted in the same manner as the

voting procedures for the officers and directors. Bob Maupin expressed concern whether the by-laws contained authority to place a lien against the property. Marsha Lynn explained that the incorporated POA does not have authority to place a lien on property because the Association is not legally tied to our deed restrictions. A majority of property owners would have to jointly take action in court to file a lien based on our deed restrictions. The vote on the by-laws was called.

For

Against

Jeff Mountain
Marian Kizer
John Bynum
Lynn Howard
Bob Maupin
Jane Scudder
Marsha Lynn
Roberta Orchard

Tom Lynn stated there were six returned proxies voting "For", one voting "Against". There were fifty non-returned proxies defaulting to a vote of "For", and there were eight member votes at the meeting "For". The total vote was 64 Votes "For" and one vote "Against". The by-laws were accepted.

Articles of Incorporation and the By-laws will be filed with the Clerk's office in Henderson County. These by-laws will supersede the by-laws previously recorded on pages 238-242 Vol. 2218. Roberta Orchard, Treasurer, will submit the Articles and By-laws to our banking institution. The treasurer will also handle all state and federal monetary reports required by law.

Tom Lynn stated that each officer needs to have a detailed job description drafted in accordance with the by-laws and submit these to him by April 15, 2003. Tom will review the drafts and call a work session of the officers and directors to make refinements. These job descriptions will be presented at our August 2003 meeting.

Tom announced that the annual park clean up is scheduled for April 13, 2003 and the next meeting is May 5, 2003. Questions about the organizational meeting maybe submitted at that meeting. Tom called for an adjournment. Gaye Mountain moved for adjournment and Marian Kizer seconded. The motion carried and the meeting was adjourned.

Respectfully submitted,

Jane Scudder
Secretary

THREE POINTS ESTATES PROPERTY OWNERS ASSOCIATION, INC.
OPERATING PROCEDURES
OCTOBER 4, 2003

I. Offices

Principal office is P.O. Box 33, Frankston, Texas 75763. The only other "office" that might be designated would be at the residence of the current Association president.

II. Members

Members are property owners in Three Points Estates. One membership per property owner in Three Points Estates is allowed. Property owners who pay the annual dues, via cash or check, are accepted as voting members of the Association by the Directors. One vote per membership is allowed. Members can resign via a written note to the Association secretary. Reinstatement can be done by payment of dues. Dues to the association are currently \$20.00 per year. Members can vote to increase dues as needed.

III. Meetings

An annual meeting of members is required. It is held on the first Saturday of October at 12:00 P.M. If the meeting date is going to conflict with a major community event, the annual meeting will be held on the next succeeding Saturday in October. All Three Points Estates "non-member" property owners will be invited to attend the annual meeting in hopes of gaining them as Association members and to allow them to voice opinion regarding Association actions or neighborhood concerns. The Association will serve lunch by furnishing the meat entrée and drinks. Attendees are requested to bring a covered dish or dessert. A "Mid-Year" meeting of the Association members will also be held each year on the first Monday of May at 7:00 P.M. At least three officers(directors) need to be present at each meeting. Special meetings can also be called by one-third or more of voting members via a signed petition. This petition must be presented to the Directors at least 60 days prior to the desired meeting time in order for the proper notice to be formalized and sent out to all members. Meetings are usually held at the Berryville Community Center. If the Center is not available, another location will be found by the Directors. Notice of meetings is sent by mail to members approximately 30 days before the meeting. Postcard format is used when no votes are to be cast at the meeting. Letter format is used when proxies and vote agendas are needed. In order

Page two, Operational Procedures, cont'd.

for action items to be accomplished, proxies will be used to achieve members' voting decisions if they cannot attend the meeting(s). Proxies will state that if not returned by the required date, the member's vote will coincide with that of the directors. This will ensure progress for Three Points Estates in a timely and continuous manner.

IV. Directors/Officers

Three Points Estates Property Owners' Association, Inc. Directors will be Three Points Estates Property owners. There are six directors: President, Vice-President, Secretary, Treasurer, and two advising Directors. Each director is elected at the association annual meeting. Each director may hold office as long as they are re-elected on an annual basis. Directors may hold "Director Meetings" such as the annual meeting required by law, or a meeting to vote to temporarily fill a vacancy on the board, or a meeting to obtain a nominating committee. The actions of the Three Points Estates Property Owners' Association, Inc. are preferred to always be approved by a membership vote. The required annual Directors' meeting is to be held immediately following the annual Association meeting at the same location. Work sessions to prepare for member meetings might be called by the President from time to time to ensure quality meetings. If a director vacancy occurs, the majority of remaining directors can vote to appoint a temporary replacement until the annual membership vote can be held. Directors receive no monetary compensation. The President, Vice-President, Secretary, and Treasurer's specific job descriptions are in the Association By-Laws.

V. Committees/Volunteers

Committees or single volunteers are affirmed by members to handle special tasks/projects or regular functions considered ongoing by the Association. Each committee or volunteer reports to the membership at each member meeting held. Current committees/volunteers are:

- A. Architectural Committee (2-3 members): Reviews all situations of building construction in Three Points Estates to ensure it complies with deed restrictions.
- B. Crime Watch (volunteer): Receives any reports of crime activity in Three Points Estates and works with local law enforcement when necessary to ensure proper attention is given to Three Points Estates needs.
- C. Beautification Committee (2 members): Takes care of "beautifying" common areas in Three Points Estates by landscaping and/or improving and repairing landscape. The areas currently cared for by this committee are the park, primary and secondary entrances to Three Points Estates, and the common ground at the end (circle) on Peninsula Point Drive.
- D. Park Boat Ramp Gate Key Security (volunteer): Maintains security of Three Points Estates Park Boat Ramp via issuance of gate keys to property owners only. Detailed procedures are documented and kept separate from these operating procedures due to the secure nature of the function.

Page three, Operational Procedures, cont'd.

- E. Sunshine (volunteer): Sends greetings to Three Points Estates property owners who are ill, experiencing difficult times, or to show sympathy in the loss of a loved one.
 - F. Greater Lake Palestine Council Representative (volunteer): This position has been held by the Association President, but can also be held by a knowledgeable and active association member elected by members. This representative attends the Council meetings and reports back to the Association at each member meeting. The Greater Lake Palestine Council is comprised of various subdivision representatives from around the lake to ensure that the best interest of the subdivisions is maintained in regard to politics, crime, water supply, and Lake Palestine water quality. Dues are \$35.00 and are paid to the Council each July.
 - G. Technology (volunteer): This position is held by a member volunteer who has in-depth knowledge with computer skills. This volunteer assists/educates the association directors and various committees/volunteers with documentation generation via the computer, which is for Association business. The technology volunteer will assist any member with their computer needs if time allows...association business is their top priority in this role.
 - H. ****Nominating Committee (2-3 members): This committee is appointed by the Board of Directors 90 days prior to the annual meeting so that committee members can locate nominees for director positions to be elected each year. This electoral slate must be given to the Association secretary by no later than 45 days prior to the annual meeting. This committee operates only during the time noted above.
- Committees/volunteers provide reports at each Association meeting and offer proposals when needed, which will be voted on by members. Committees and volunteers serve year to year unless they resign. If the committee member/volunteer wishes to resign, resignation should be submitted to the Association President no later than 60 days prior to the annual meeting. This enables a replacement nominee to be located and approved at the annual meeting.

VI. Contracts, Checks, Deposits and Funds

Any contract major in nature will be voted on by Association members. Contract of a regular nature, ie. Checks written to vendors for electricity in the park, etc. will be issued as needed. Checks on financial institutions will always be signed by at least two officers of the Association. This will be two of the following: the President, Vice-President or Treasurer. Details of all Association checks written for expenses will always be in the Treasurer's Report presented at each Association meeting. Gifts to the Association can be accepted by any director for use by the Association for the good of Three Points Estates. The Treasurer will present an annual budget and expense report at the annual meeting. At the Directors' meeting following the Association annual meeting, the Treasurer will present the books for a directors' review.

VII. Certificates of Membership

Page four, Operational Procedures, cont'd.

The Association does not issue certificates of membership. The member's cancelled check written for dues serves as proof of membership. A receipt for cash paid for dues will be issued at the member's request. The Treasurer's record of dues paid is also record of membership.

VIII. Books and Records

The association will keep minutes of all meetings, current lists of Association members, as well as all Three Points Estates Property owners. Records of Association dues paid and property owners park maintenance fees paid will be kept. The Association will send out bills for association dues with the notice of the annual meeting. The annual dues are due by no later than Nov. 30. The association also administers the billing for the annual property owner park maintenance fee (currently \$5.00 per year). This bill will accompany the property owner's invitation to the annual meeting. The park maintenance fee will only increase if taxes, lake fees, or general park maintenance expense increases. At the time of any increase in park maintenance fees is needed, this will be justified and outlined line by line by the Association Treasurer and furnished to the property owners. The annual park maintenance fee is also due by no later than Nov 30. (Note: The bills for association dues and park fees are mailed 30 days prior to the annual meeting as stated previously, this gives members and property owners at least 60 days to budget for payment).

IX. Fiscal Year

The fiscal year for the Association is October 1 through September 30. The Association Treasurer will file appropriate state and federal tax reports based on our fiscal year which are required by law. Since our Association is a non-profit entity, taxes should not have to be paid, but reports must be filed.

IX. Other Association Activities

Annual Park Clean-up: The second Saturday in April each year is designated for park clean-up. The "rain date" is the third Saturday in April. The Association furnishes burgers to all property owner participants and hosts a picnic in our park. Participants bring side dishes or desserts. Clean up includes mowing, weedeating, raking pine needles, picking up and burning (weather permitting) downed tree limbs. Pine needles are burned (weather permitting) after the picnic portion of the activities.

Deed Restriction Observation: The Association not only "polices" the proper adherence of each Three Points Property Owner, but each Association member is expected to serve as a role model in this regard. The Association keeps attuned to real estate activity in our subdivision in order to "head off" any problems before they happen. All members are needed to be proactive and communicate any concerns or rumors they may hear regarding violations to our deed restrictions. As property owners, members all have the same goal to help protect the property values and the enjoyment of our neighborhood.

Page five, Operational Procedures, cont'd.

The Association also needs to continually ask all property owners to report any occurrences of trespassing or improper use of Three Points Estates property. Since our park is the most frequently noticed as having "uninvited guests", our park rules must be shared regularly and law enforcement utilized when needed. No property owner is to put themselves in harms way to stop trespassers! Let law enforcement handle it! Park rules: No lewd conduct, no littering, accompany all guests to park, keep boat ramp gate closed and locked at all times, do not damage park property, keep an eye out for and report any damage to park property, no overnite camping in park, burn in designated areas only. Swimmers are at their own risk—no lifeguard on duty. "Not responsible for accidents" signs are posted at the lakeside and streetside of the park.

The Association also gives donations via member vote to such entities as the Berryville Volunteer Fire Department, City of Berryville (for the use of the Community Center for Association meetings), or any other community oriented organization which contributes to Three Points Estates well-being.

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**AMENDMENT OF RESTRICTIONS AND COVENANTS AND BY-LAWS FOR THREE
POINTS ESTATES PROPERTY OWNERS' ASSOCIATION, INC**

VOLUME 2218 PAGE 238

**THE STATE OF TEXAS
COUNTY OF HENDERSON**

**AMENDMENT OF RESTRICTIONS AND COVENANTS FOR THREE POINTS
ESTATES PROPERTY OWNERS' ASSOCIATION, INC., ARTICLE 16 AND 17.**

**AMENDMENT OF BY-LAWS FOR THREE POINTS ESTATES PROPERTY OWNERS'
ASSOCIATION, INC., ARTICLE II, SECTIONS 1, 2, 4, 5 AND 6; ARTICLE III,
SECTION 9 AND ARTICLE VIII, SECTIONS 1 AND 2.**

WHEREAS, there is previously filed of record in Volume 2218, Page 238, of the Real Property Records of Henderson, County, Texas, and Restrictions and Covenants and By-Laws for Three Points Estates Property Owners' Association, Inc., located on the shores of Lake Palestine in the incorporated town of Berryville, Henderson County, Texas.

WHEREAS, it is stated in Article 12 of such Restrictions and Covenants and in Article XII, of such By-Laws that they may be altered, changed, amended, revoked or repealed by the Owners of at least sixty (60) percent of the residential Lots.

NOW, THEREFORE, it is hereby declared the Restrictions and Covenants and By-Laws for Three Points Estates Property Owners' Association, Inc, Henderson County, Texas, as recorded in Volume 2218, Page 238, of the Real Property Records of Henderson County, Texas, the below listed sections and paragraphs are amended as follows:

RESTRICTIONS AND COVENANTS: Addition of Article 16 –Definitions.

Lot shall mean and refer to any numbered plot of land shown on the recorded subdivision plat of Three Points Estates, but shall not include streets, parks or common use areas shown on said plat.

Owner shall mean and refer to the record Owner, whether one or more persons or entity of the fee title to any Lot in the subdivision but notwithstanding any theory of mortgage, shall not mean or refer to the Trustee or mortgagee in a mortgage or Deed of Trust but shall include any mortgagee or other person who shall acquire fee title pursuant to foreclosure or other proceedings in lieu of foreclosure.

Addition of Article 17 – Assessments, Liens.

ADMENDMENT OF RESTRICTIONS AND COVENANTS AND BY-LAWS OF THREE POINTS ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

Assessments, Liens. Three Points Estates has been incorporated under the laws of the State of Texas as a non-profit corporation, the Three Points Estates Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of Owners of Lots in said subdivision and future units thereof and for the purpose of maintaining and administering the parks and common use areas shown or to be shown on the plat of said subdivision and administering and enforcing the covenants, restrictions and conditions contained thereon and collecting and disbursing the assessment and charges herein authorized. Each and every Owner or Owners of any Lot within this subdivision by the acceptance of a deed or other conveyance of such Lot shall be deemed to covenant and agree to pay to such Association such assessments or charges as may be fixed, established and collected from time to time as provided herein, and in the By-Laws of such corporation. Such assessments together with interest thereon and costs of collection thereof shall be and constitute a charge and an continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of each and every Owner of such property at the time when such an assessment fell due. Such assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivision.

Association shall determine the amount of assessments and such assessments may be altered, as the Association deems appropriate from time to time, by vote of the Owners provided that any such change shall have the approval of at least sixty (60) percent of the residential Lots voting in person or by proxy at a meeting duly called for such purpose. Written notice of such meeting shall have been sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

It is further provided that the lien securing any assessment, as provided for herein, shall be subordinate to the lien of any mortgage and any renewals or extensions thereof, if all assessments applicable to the premises covered by such mortgage and all payments thereon, are current at the time of execution of such mortgage.

BY-LAWS: Article II, Section 1 – Classes of Members: The Corporation shall have one (1) class of members. The qualifications and rights of the members of such class shall be as follows: Members shall be those individuals who own property in THREE POINTS ESTATES SUBDIVISION and shall be subject to annual membership dues or fees. The annual dues and fees are payable to the Association by the property owners on November 30 of each year.

Article II, Sections 2 – Election of Members: Deleted

Article II, Sections 4 – Termination of Membership: The membership of any person or entity shall terminate upon his or its ceasing to own a lot in said subdivision. Membership in this corporation shall follow the title to the lot subject to assessment by the corporation and shall be automatically transferred with the title to said lot.

Article II, Sections 5 – Resignation: Deleted

Article II, Sections 6 – Reinstatement: Deleted

Article II, Section 9 - Voting by Mail: Where Directors or officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

Article VIII, Section 1 - Certificates of Membership: The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or an Assistant Secretary. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors determine.

Article VIII, Section 2 – Issuance of Certificates: When a member has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in his name and delivered to him or her by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this Article VIII.

The attached Petition Signature Authentication signed by the officers of the Three Points Estates Property Owners' Association, Inc, Board of Directors hereby confirm(s) that the above mentioned By-Laws were approved to by signatures of the owners of sixty (60) percent of the residential lots within Three Points Estates Subdivision.

EXECUTED on this _____ day of October, 2008

Three Points Estates Property Owners Association, Inc.

By: Thomas R. Lynn

Thomas Lynn, President

By: Sherry Swanwick-Puckett

Sherry Swanwick- Puckett, Secretary

ATTACHMENTS: Three Points Estates Petition Signature Authentications

Three Points Estates Petition Signature Authentication

In July and August of 2007, a petition was circulated requiring all property owners within the Three Points Estates subdivision to belong to the Association, subsequently changing the voluntary annual dues to mandatory dues.

In accordance with Three Points Estates Deed Restrictions and Covenants, this change required the signatures of the owners of sixty (60) percent of the residential lots within Three Points Estates Subdivision.

The attached signed petitions represent greater than sixty (60) percent of the total lots owned in Three Points Estates Subdivision.

Represented by and attesting to authenticity of owners' signatures attached, current Directors and representative owner of Three Points Estates Property Owners' Association Inc.

Signed: Thomas R. Lynn Date: 10-26-2007
Thomas R. Lynn, President

Signed: Robert Maupin Date: 10/6/07
Robert Maupin, Vice President

Signed: Sherry Swanwick Puckett Date: 10/6/2007
Sherry Swanwick Puckett, Secretary

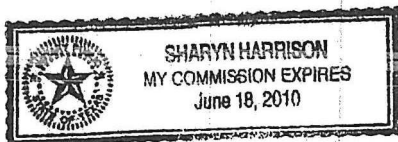
Signed: Roberta Orchard Date: 10-6-07
Roberta Orchard, Treasurer

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HENDERSON

This document was signed and acknowledged before me on 10-6-7 [Date]

Notary Seal:



Sharyn Harrison
Notary Public

Notary Public for the State of Texas

Three Points Estates Petition Signature Authentication

In July and August of 2007, a petition was circulated requiring all property owners within the Three Points Estates subdivision to belong to the Association, subsequently changing the voluntary annual dues to mandatory dues.

In accordance with Three Points Estates Deed Restrictions and Covenants, this change required the signatures of the owners of sixty (60) percent of the residential lots within Three Points Estates Subdivision.

The attached signed petitions represent greater than sixty (60) percent of the total lots owned in Three Points Estates Subdivision.

Represented by and attesting to authenticity of owners' signatures attached, current Directors and representative owner of Three Points Estates Property Owners' Association Inc.

Signed: Gaye Mountain Date: 10/3/07
Gaye Mountain, Representative Owner

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

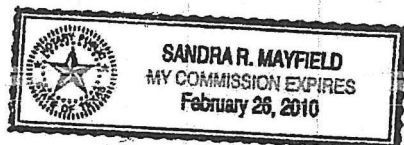
STATE OF TEXAS
COUNTY OF HENDERSON

This document was signed and acknowledged before me on 10/3/07 [Date]

Notary Seal:

Sandra R. Mayfield
Notary Public

Notary Public for the State of Texas



FILED FOR RECORD

2008 OCT 16 PM 1:59

GWEN MOFFETT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

016889

Ms Sherry Swanwick Puckett
23399 Three Points Dr
Frankston, TX 75763

THE STATE OF TEXAS
COUNTY OF HENDERSON

I, Gwen Moffett Clerk of the County Court in and at for Henderson County Texas do
hereby certify that this instrument was FILED FOR RECORD and RECORDED in the
volume and page of the named record and at the time and date stamped hereon by me



Gwen Moffett
County Clerk of Henderson County Texas

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RESTRICTIONS AND COVENANTS

Three Points Subdivision

016890

1. All Lots shall be known and used exclusively for Residential purposes.
2. No Lot shall be re-subdivided and no Lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage or other wastes 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 and no noxious or offensive trade or activity shall be carried on upon any residential Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No more than one single family dwelling, not to exceed two stories, shall be erected, placed or permitted to remain on any residential Lot and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, neither temporarily nor permanently. Exterior finish shall be twenty-five (25) percent masonry or better, unless otherwise approved by architectural committee.
4. No residence shall be located on any Lot nearer than twenty-five (25) feet to the front Lot line nor nearer than six (6) feet to the side or back Lot line of any Lot and no outbuilding shall be constructed nearer than forty (40) feet to the front Lot line nor nearer than six (6) feet to the side or back Lot line. In the event of common Ownership of more than one Lot and the construction of one building on more than one Lot, the combined area owned shall be considered as one Lot for these purposes.
5. No residence of less than eight hundred (800) square feet of living area, excluding porch area and garage, shall be erected or constructed on any Lot. No concrete block construction shall be permitted on any Lot.
6. Buildings shall be neat in appearance and no building or structure shall be constructed or erected on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and the exterior of all residences must be completed within one hundred and twenty (120) days from the beginning date of construction. All house plans shall be approved by the majority of the architectural committee composed of W. C. McGuffey, Jr. and R. T. McGuffey or their successors. If for any reason a member or members of said committee become unable to function then a replacement member or members shall be immediately selected from the Lot Owners in said subdivision by the remaining members or member.
7. All contractors must be approved by the architectural committee and shall be a professional full time contractor. All structures shall be new construction using new material.
8. No outdoor toilet shall be erected, placed nor permitted to remain on any Lot. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements, which are substantially, equal to or exceed the minimum requirements for such systems as recommended by the Texas State Health Department.
9. No sign shall be erected, placed nor permitted to remain on any residential Lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals except household pets shall be kept or maintained on any Lot.
11. The Owner of each Lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and community at any particular time. Upon failure to do so, W. C. McGuffey, Jr. or his successors or assigns may have the Lot cleaned and the cost or expense thereof shall be payable by Owner of said Lot to W. C. McGuffey, Jr. or his successors or assigns.
12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except however, they may be changed, altered, amended or revoked in whole or in part by petition of the Owners of at least sixty (60) percent of the residential Lots.

RESTRICTIONS AND COVENANTS

Three Points Subdivision

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13. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.
14. Invalidation of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.
15. The seller retains an easement five (5) feet square along the perimeter of the Lot to be used for purposes of the utilities. Exact location to be decided by the utility company.
16. Definitions
 - a. Lot shall mean and refer to any numbered plot of land shown on the recorded subdivision plat of Three Points Estates, but shall not include streets, parks or common use areas shown on said plat.
 - b. Owner shall mean and refer to the record Owner, whether one or more persons or entity of the fee title to any Lot in the subdivision but notwithstanding any theory of mortgage, shall not mean or refer to the Trustee or Mortgagee in a mortgage or Deed of Trust but shall include any mortgagee or other person who shall acquire fee title pursuant to foreclosure or other proceedings in lieu of foreclosure.
17. Assessments, Liens. Three Points Estates has been incorporated under the laws of the State of Texas as a non-profit corporation, the Three Points Estates Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of Owners of Lots in said subdivision and future units thereof and for the purpose of maintaining and administering the parks and common use areas shown or to be shown on the plat of said subdivision and administering and enforcing the covenants, restrictions and conditions contained thereon and collecting and disbursing the assessment and charges herein authorized. Each and every Owner or Owners of any Lot within this subdivision by the acceptance of a deed or other conveyance of such Lot shall be deemed to covenant and agree to pay to such Association such assessments or charges as may be fixed, established and collected from time to time as provided herein, and in the By-Laws of such corporation. Such assessments together with interest thereon and costs of collection thereof shall be and constitute a charge and a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of each and every Owner of such property at the time when such assessment fell due. Such assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivision.

Association shall determine the amount of assessments and such assessments may be altered, as the Association deems appropriate from time to time, by vote of the Owners provided that any such change shall have the approval of at least sixty (60) percent of the residential Lots voting in person or by proxy at a meeting duly called for such purpose. Written notice of such meeting shall have been sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

It is further provided that the lien securing any assessment, as provided for herein, shall be subordinate to the lien of any mortgage and any renewals or extensions thereof, if all assessments applicable to the premises covered by such mortgage and all payments thereon, are current at the time of execution of such mortgage.

ATTACHMENTS: THREE POINTS ESTATES PETITION SIGNATURE AUTHENTICATION

Three Points Estates Petition Signature Authentication

In July and August of 2007, a petition was circulated requiring all property owners within the Three Points Estates subdivision to belong to the Association, subsequently changing the voluntary annual dues to mandatory dues.

In accordance with Three Points Estates Deed Restrictions and Covenants, this change required the signatures of the owners of sixty (60) percent of the residential lots within Three Points Estates Subdivision.

The attached signed petitions represent greater than sixty (60) percent of the total lots owned in Three Points Estates Subdivision.

Represented by and attesting to authenticity of owners' signatures attached, current Directors and representative owner of Three Points Estates Property Owners' Association Inc.

Signed: Thomas R. Lynn Date: 10-06-2007
Thomas R. Lynn, President

Signed: Robert Maupin Date: 10/6/07
Robert Maupin, Vice President

Signed: Sherry Swanwick Puckett Date: 10/6/2007
Sherry Swanwick Puckett, Secretary

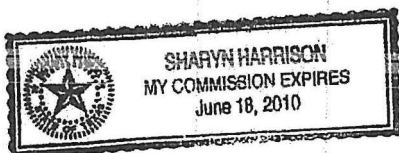
Signed: Roberta Orchard Date: 10-6-07
Roberta Orchard, Treasurer

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HENDERSON

This document was signed and acknowledged before me on 10-6-7 [Date]

Notary Seal:



Sharyn Harrison
Notary Public

Notary Public for the State of Texas

Three Points Estates Petition Signature Authentication

In July and August of 2007, a petition was circulated requiring all property owners within the Three Points Estates subdivision to belong to the Association, subsequently changing the voluntary annual dues to mandatory dues.

In accordance with Three Points Estates Deed Restrictions and Covenants, this change required the signatures of the owners of sixty (60) percent of the residential lots within Three Points Estates Subdivision.

The attached signed petitions represent greater than sixty (60) percent of the total lots owned in Three Points Estates Subdivision.

Represented by and attesting to authenticity of owners' signatures attached, current Directors and representative owner of Three Points Estates Property Owners' Association Inc.

Signed: Gaye Mountain Date: 10/3/07
Gaye Mountain, Representative Owner

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

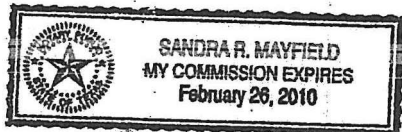
STATE OF TEXAS
COUNTY OF HENDERSON

This document was signed and acknowledged before me on 10/3/07 [Date]

Notary Seal:

Sandra R. Mayfield
Notary Public

Notary Public for the State of Texas



COPY

Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2023-00009586

As

Recorded On: 06/29/2023 12:11 PM Recordings - Land

Parties: THREE POINTS PROPERTY OWNERS ASSOCIATION

To: PUBLIC

Number of Pages: 8 Pages

Comment:

(Parties listed above are for Clerks reference only)

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

Total Recording: 50.00

File Information:

Document Number: 2023-00009586

Receipt Number: 2023-12023

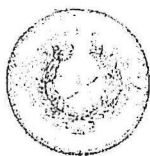
Recorded Date/Time: 06/29/2023 12:11 PM

Recorded By: Janice Hankins

*****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.

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



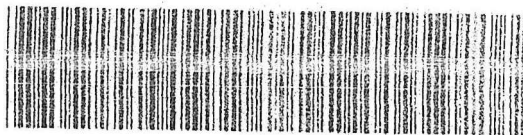
Mary Margaret Wright

County Clerk
Henderson County, Texas

Record and Return To:

THREE POINTS POA
PO BOX 33

FRANKSTON, TX 75763



Three Points Estates Petition Signature Authentication

In August 2022, the Board of Directors of the Three Points Property Owners Association held and emergency meeting in response to concerns of several residents regarding the delivery and placement of a manufactured home into the Three Points Estates Subdivision on Port Lane. (M. Goliher Survey Unit 1, Block 4, Lot 3).

After a review of the Deed Restrictions and Covenants which allow for mobile homes and manufactured homes in the Subdivision's mobile home area, specifically, MHE, Lots 1-42, and Unit 4, Lots 14-27 inclusive, it was decided that an amendment is necessary to clarify the status and construction on "residential lots" (M. Goliher Survey, Units 1,2,3, MHE and 4 as platted and recorded in the Henderson County Courthouse 1968-1973).

In accordance with Three Points Estates Deed Restrictions and Covenants, this change would require the signatures of at least sixty (60) percent of the residential lots owned within the Three Points Estates Subdivision.

The attached signed petitions represent greater than sixty (60) percent of the total lots owned in Three Points Estates Subdivision.

Represented by and attesting to authenticity of owners' signatures attached, current Directors and representative owner of Three Points Estates Property Owners' Association, Inc.

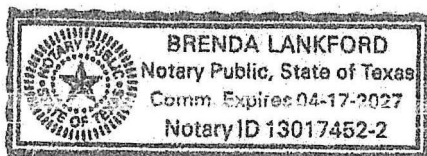
Signed: Sue Morgan Sue Morgan, President
Signed: Greg Peterson Greg Peterson, Vice President
Signed: Tammy Crain Tammy Crain, Secretary
Signed: Roberta Orchard Roberta Orchard, Treasurer
Signed: Chuck Carter Chuck Carter, Board of Directors
Signed: Jill Harris Jill Harris, Board of Directors
Signed: Brenda Fowler Brenda Fowler, Board of Directors

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HENDERSON

This document was signed and acknowledged before me on 24th (Date) May, 2023

Notary Seal:



Brenda Lankford
Notary Public

Notary Public for the State of Texas

Henderson, Berryville

Three Points Estates Petition Signature Authentication

In August 2022, the Board of Directors of the Three Points Property Owners Association held an emergency meeting in response to concerns of several residents regarding the delivery and placement of a manufactured home into the Three Points Estates Subdivision on Port Lane. (M. Goliher Survey Unit 1, Block 4, Lot 3).

After a review of the Deed Restrictions and Covenants which allow for mobile homes and manufactured homes in the Subdivision's mobile home area, specifically, MHE, Lots 1-42, and Unit 4, Lots 14-27 inclusive, it was decided that an amendment is necessary to clarify the status and construction on "residential lots" (M/ Goliher Survey, Units 1,2,3, MHE and 4 as platted and recorded in the Henderson County Courthouse 1968-1973).

In accordance with the Three Points Estates Deed Restrictions and Covenants, this change would require the signatures of at least sixty (60) percent of the residential lots owned within the Three Points Estates Subdivision.

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Represented by and attesting to authenticity of owners' signatures attached, current Directors and a representative owner of Three Points Estates Property Owners' Association, Inc.

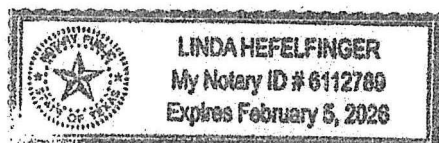
Signed: Thomas R. Taylor Date: 5-24-2023
Representative Owner

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF ~~HENDERSON~~
Anderson

This document was signed and acknowledged before me on 5-24-2023 (Date)

Notary Seal:



Linda Hefelfinger
Notary Public

Notary Public for the State of Texas

Linda Hefelfinger

RESTRICTIONS AND COVENANTS

Three Points Subdivision

1. All Lots shall be known and used exclusively for Residential purposes.
2. No Lot shall be re-subdivided and no Lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage or other wastes 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 clean and sanitary condition and no noxious or offensive trade or activity shall be carried on upon any residential Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be NO short-term rentals upon residential Lots.
3. No more than one single family dwelling, not to exceed two stories, shall be erected, placed, or permitted to remain on any residential Lot and no structure of a temporary character, trailer, bus, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, neither temporarily nor permanently. Exterior finish shall be twenty-five (25) percent masonry or better, unless otherwise approved by architectural committee.
4. No residence shall be located on any Lot nearer than twenty-five (25) feet to the front Lot line nor nearer than six (6) feet to the side or back Lot line of any Lot and no outbuilding shall be constructed nearer than forty (40) feet to the front Lot line nor nearer than six (6) feet to the side or back Lot line. In the event of common Ownership of more than one Lot and the construction of one building on more than one Lot, the combined area owned shall be considered as one Lot for these purposes.
5. No residence of less than eight hundred (800) square feet of living area, excluding porch area and garage, shall be erected, or constructed on any Lot. No concrete block construction shall be permitted on any Lot.
6. Buildings shall be neat in appearance and no building or structure shall be constructed or erected on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and the exterior of all residences must be completed within one hundred and twenty (120) days from the beginning date of construction. All house plans shall be approved by the majority of the architectural committee composed of W. C. McGuffey, Jr. and R. T. McGuffey or their successors. If for any reason a member or members of said committee become unable to function, then a replacement member or members shall be immediately selected from the Lot Owners in said subdivision by the remaining members or member.
7. All contractors must be approved by the architectural committee and shall be a professional full-time contractor. All structures shall be new construction using new materials and must be built on site and slab on grade foundation.

RESTRICTIONS AND COVENANTS

Three Points Subdivision

8. No outdoor toilet shall be erected, placed nor permitted to remain on any Lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements, which are substantially, equal to or exceed the minimum requirements for such systems as recommended by the Texas State Health Department.
9. No sign shall be erected, placed nor permitted to remain on any residential Lot, except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
10. No animals except household pets shall be kept or maintained on any Lot.
11. The Owner of each Lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and community at any particular time. Upon failure to do so, W.C. McGuffey, Jr. or his successors or assigns may have the Lot cleaned and the cost or expense thereof shall be payable by Owner of said Lot to W.C. McGuffey, Jr. or his successors or assigns.
12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended, or revoked in whole or in part, except however, they may be changed, altered, amended or revoked in whole or in part by petition of the Owners of at least sixty (60) percent of the residential Lots.
13. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.
14. Invalidity of any one of these covenants by a judgment or court order shall in no way affect any of the other provisions or covenants, which shall remain in full force and effect.
15. The seller retains an easement of five (5) feet square along the perimeter of the Lot to be used for purposes of the utilities. Exact location to be decided by the utility company.
16. Definitions
 - a. Lot shall mean and refer to any numbered plot of land shown on the recorded subdivision plat of Three Points Estates, but shall not include streets, parks, or common use areas shown on said plat.
 - b. Owner shall mean and refer to the record Owner, whether one or more persons or entity of the fee title to any Lot in the subdivision but notwithstanding any theory of mortgage, shall not mean or refer to the Trustee or Mortgagee in a mortgage or Deed of Trust but shall include any mortgagee or other person who shall acquire fee title pursuant to foreclosure or other proceedings in lieu of foreclosure.

AMENDMENT OF RESTRICTIONS AND COVENANTS FOR THREE POINTS ESTATES
AND PROPERTY OWNERS' ASSOCIATION, INC.

VOLUME: _____ PAGE: _____

THE STATE OF TEXAS
COUNTY OF HENDERSON

AMENDMENT OF RESTRICTIONS AND COVENANTS FOR THREE POINTS ESTATES PROPERTY
OWNERS' ASSOCIATION, INC., ARTICLE 2, 7, AND 16.

WHEREAS there is previously filed of record in Volume 2218, Page 238, of the Real Property
Records of Henderson County, Texas, and Restrictions and Covenants for Three Points Estates
Property Owners' Association Inc., located on the shores of Lake Palestine in the incorporated
town of Berryville, Henderson County, Texas.

WHEREAS it is stated in Article 12 of such Restrictions and Covenants and in Article XII of such
By-Laws that they may be altered, changed, amended, revoked, or repealed by the Owners of
at least sixty (60) percent of the residential Lots.

NOW, THEREFORE, it is hereby declared the Restrictions and Covenants for the Three Points
Estates Subdivision, Henderson County, Texas, as recorded in Volume 2218, Page 238, of the
Real Property Records of Henderson County, Texas, following articles are amended as follows:

Amendment of Article 2: No Lot shall be re-subdivided, and no Lot shall be used or maintained
as a dumping ground for garbage or other refuse. Trash, garbage, or other wastes 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 and NO noxious or
offensive trade or activity shall be carried on upon any residential Lot nor shall anything be done
thereon which may be or become an annoyance or nuisance to the neighborhood. There shall
be NO short-term rentals.

Amendment of Article 7: All contractors must be approved by the Architectural Committee and
shall be a professional full-time contractor. All structures shall be new construction, using new
materials, and shall be built on site and slab on grade foundation.

Amendment to Article 16: (Definitions)

- a. Lot shall mean and refer to any numbered plot of land shown on the recorded
subdivision plat of Three Points Estates, but shall not include streets, parks, or
common use areas shown on said plat.
- b. Owner shall mean and refer to the record Owner, whether one or more persons or
entity of the fee title to any Lot in the subdivision but notwithstanding any theory of
mortgage, shall not mean or refer to the Trustee or Mortgagee in a Mortgage or

AMENDMENT OF RESTRICTIONS AND COVENANTS FOR THREE POINTS ESTATES
AND PROPERTY OWNERS' ASSOCIATION, INC.

Deed of Trust but shall include any mortgage or other person who shall acquire fee title pursuant to foreclosure or other proceedings in lieu of foreclosure.

- c. Short-term rental (less than 30 days) shall mean any activity which the property owner permits to occur in a residential area that is seen as commercial in nature with the accountability of income and expenses to the IRS.

The attached Petition Signature Authentication signed by the Officers of the Three Points Estates Property Owners' Association, Inc., Board of Directors hereby confirm that the above-named amendments were approved to by signatures of the owners of sixty (60) percent of the residential lots within the Three Points Estates Subdivision.

EXECUTED on this _____ day of June, 2023

Three Points Estates Property Owners Association, Inc.

By: Sue Morgan
Sue Morgan, President

By: Roberta Orchard
ROBERTA ORCHARD - TREASURER

ATTACHMENTS: Three Points Estates Petition Signature Authentications

Three Points' Estates Property Owners Association, Inc.
Amendment of Restrictions and Covenants

In August of 2022, the Board of Directors of the Three Points Property Owners Association held an emergency meeting in response to the concerns of several residents regarding the delivery and placement of a manufactured home into the Three Points Estates Subdivision on Port Lane. (M. Goliher Survey Unit 1, Block 4, Lot 3.)

- After a review of the Deed Restrictions and Covenants which allow mobile homes and manufactured homes in the Subdivision's mobile home area, specifically MHE, Lots 1-42, and Unit 4, Lots 14-27 inclusive, it was decided that an amendment is necessary to clarify the status and construction on "residential lots" (M. Goliher Survey, Units 1,2,3, and 4 as platted and recorded in the Henderson County Courthouse 1968-1973).

In accordance with the Deed Restrictions and Covenants, this change would require the signatures of the owners of at least 60% of the residential lots within the Three Points Estates Subdivision.

Amendment to Article 2

No Lot shall be re-subdivided and no Lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other wastes 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 and NO noxious or offensive trade or activity shall be carried on upon any residential Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be NO short-term rentals.

Amendment to Article 7

All contractors must be approved by the architectural committee and shall be a professional full-time contractor. All structures shall be new construction using new materials and shall be built on site and slab on grade foundation.

Amendment to Article 16 (Definitions)

ADD: c. Short-term rental (less than 30 days) shall mean any activity which the property owner permits to occur on a residential Lot that is seen as commercial in nature with the accountability of income and expenses to the IRS.

By signing below, I am in favor of the proposed amendments, to be effective October 1, 2022.

Jenna Colvin
Name: JF & NA COLVIN - LIVING TRUST Property Owner Signature
Address: 18141 FM 315
PALESTINE, TX 75803

Three Points' Estates P.O.A. Inc.
P.O. Box 33
Frankston, TX 75763

8103

By signing below, I am in favor of the proposed amendments, to be effective October 1, 2022.

Christie Aheeb
Name: AMMED & LAM INC. Property Owner Signature
Address: 1916 HIGHLANDER CT.
FT WORTH, TX 76120

Three Points' Estates P.O.A. Inc.
P.O. Box 33
Frankston, TX 75763

By signing below, I am in favor of the proposed amendments, to be effective October 1, 2022.

Brenda Carlton
Name: BRENDA CARLTON Property Owner Signature
Address: 23662 PORT LANE 870-949-2962
FRANKSTON, TX

Three Points' Estates P.O.A. Inc.
P.O. Box 33
Frankston, TX 75763

By signing below, I am in favor of the proposed amendments, to be effective October 1, 2022.

Dennis Cooper
Name: DENNIS COOPER Property Owner Signature
Address: 890 W. CORSCANA ST #3
ATHENS, TX 75751

Three Points' Estates P.O.A. Inc.
P.O. Box 33
Frankston, TX 75763

(X) 10/5