

00001688

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LINKS

STATE OF TEXAS

§
§
§

COUNTY OF NAVARRO

KNOW ALL MEN BY THESE PRESENTS that City National Bank, Barry Lee Dillingham and wife, Deborah Kay Dillingham, Kyle L. Hamilton and wife, Suzette L. Hamilton, Judy B. Rylie, Amy Knauth Cook, Kimberly L. Evans and Daryl A. Evans, Declarants, constituting over eighty percent (80%) of the ownership of that certain real property located in the City of Corsicana, Navarro County, Texas, known as The Links, hereinafter called (The Links), as more fully described in Volume 7, Page 737, Plat Records of Navarro County, Texas, for the purpose of enhancing and protecting the value, utility, attractiveness and desirability of the tracts constituting The Links, do hereby declare that Article 4, Paragraph 4 of the *Declaration of Covenants, Conditions and Restrictions for The Links* recorded in Volume 1814, Page 831, Official Records of Navarro County, Texas, and amended by instrument dated January 22, 2007, recorded on January 24, 2007 under Clerk's Document Number 00000777, be amended as follows:

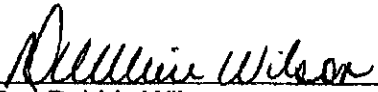
"No building or structure exceeding two (2) stories in height, except split level, shall be erected on any lot unless approved by the Architectural Control Committee. Each residence located on Lots 1, 2, 3, 4, 5, 6, 7 and 12 in Block No. 1141B and each residence located on Lots 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19 and 20 in Block No. 1141A shall have a minimum floor area of 2,000 square feet, exclusive of garages. Each residence located on Lot Nos. 1, 2, 3 and 4 in Block No. 1114A shall have a minimum floor area of 1,700 square feet exclusive of garages. All residences shall have a minimum of a two-car closed and attached garage."

The above referenced Lots shall be held, sold and conveyed subject to the foregoing amended covenant, condition and restriction, which shall constitute a covenant running with the land and shall be binding on all parties having any right, title or interest in the herein described Lots or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

Except as herein amended, the *Declaration of Covenants, Conditions and Restrictions for The Links* recorded in Volume 1814, Page 831, of the Official Records of Navarro County, Texas shall be binding as previously written.

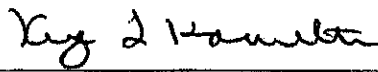
Executed this 10th day of March 2010.

CITY NATIONAL BANK


By: Debbie Wilson
Executive Vice President


BARRY LEE DILLINGHAM


DEBORAH KAY DILLINGHAM

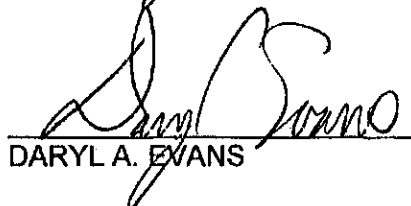

KYLE L. HAMILTON


JUDY B. RYLIE


SUZETTE L. HAMILTON


AMY KNAUTH COOK

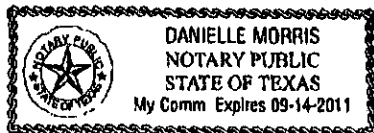

KIMBERLY L. EVANS


DARYL A. EVANS

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

This instrument was acknowledged before me on the 10th day of March 2010 by Debbie Wilson, Executive Vice President of City National Bank on behalf of said Bank.



Danielle Morris
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

This instrument was acknowledged before me on the 11th day of March 2010 by Barry Lee Dillingham and Deborah Kay Dillingham.



Danielle Morris
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

This instrument was acknowledged before me on the 10 day of March 2010 by Kyle L. Hamilton and Suzette L. Hamilton.



Marla Wofford
Notary Public, State of Texas

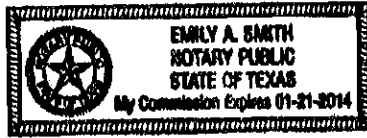
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF NAVARRO

This instrument was acknowledged before me on the 12th day of March 2010 by Judy B. Rylie.



Emily A. Smith
Notary Public, State of Texas

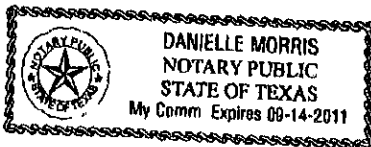
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF NAVARRO

This instrument was acknowledged before me on the 11th day of March 2010 by Amy Knauth Cook.



Danielle Morris
Notary Public, State of Texas

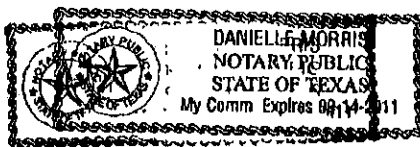
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF NAVARRO

This instrument was acknowledged before me on the 11th day of March 2010 by Kimberly L. Evans and Daryl A. Evans



Danielle Morris
Notary Public, State of Texas



Filed for Record in:
Navarro County

On: Mar 15, 2010 at 09:15A

As a
Recording

Document Number: 00001688

Amount: 32.00

Receipt Number - 33551

By:
Sharon Johnson

STATE OF TEXAS COUNTY OF NAVARRO
I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me.

Mar 15, 2010

Sherry Dowd, COUNTY CLERK
Navarro County

Return TO:

**DEBBIE WILSON
CITY NATIONAL BANK
P. O. BOX 1798
CORSIANA, TEXAS 75151**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LINKS

THE STATE OF TEXAS)

COUNTY OF NAVARRO)

KNOW ALL MEN BY THESE PRESENTS, that James M. Wood , Owner of certain real property located in the City of Corsicana, Navarro County, Texas, known as The Links, hereinafter called (The Links) as more fully described on Exhibit "A" attached hereto and a part hereof, for the purpose of enhancing and protecting the value, utility, attractiveness and desirability of the tracts constituting The Links, do hereby declare that all of said property shall be held, sold and conveyed subject to the following covenants, condition and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the herein described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof hereby:

ARTICLE I. DEFINITIONS

"Association" shall mean and refer to The Links Homeowner Association, its successors and assigns, or corporate entity of similar name.

"Declarants" shall mean James M. Wood , his heirs, successors and assigns.

"Lot" shall mean each Lot as indicated on the Final Plat of The Links recorded Volume 7, page 737 of the Plat Record of Navarro County, Texas.

"Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, drainage, irrigation systems, commons and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

"Member" shall mean every person who holds membership in the Association; each purchaser of property in the project becomes a member of the Association upon such purchase.

"Board" shall mean the Board of Directors of the Association

"Mortgagee" shall mean a holder of a bonafide mortgage or a beneficiary under or holder of a deed of trust.

"Mortgage" shall mean a bonafide mortgage, a deed of trust, or a vendor's lien.

"Commons" shall mean any property reserved for or dedicated to the common use of property owners, including but not limited to, Winged Foot and Medinah Streets and each street's respective approach; all privacy walls including the entrance gates along with operators and associated equipment; the irrigation and lighting systems between the privacy walls and the City of Corsicana public streets; and all the property between each privacy wall and the City of Corsicana public streets, as shown on the plat of The Links, filed in Volume 7, page 737 of the Plat Records of Navarro County, Texas.

"Owners" shall mean record Owner, including Declarant, whether one or more persons or entities, of fee simple title to any Lot which is part of the Estates and shall include purchasers under contract for deed, but shall not include those holding title merely as security for performance of an obligation.

"Architectural Control Committee" shall mean the Committee with the authority to approve construction of improvements on Lots within The Links.

"The Links" shall mean the real property as recorded in Volume 7, pages 737 of the Plat Records of Navarro County, Texas.

"Assessment" shall mean the charge against each Lot and Lot Owner representing a portion of the total cost to the association of maintaining, improving, repairing, replacing and managing The Links.

ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE

1. There shall be established an Architectural Control Committee. Said Committee shall be composed of Declarants for a period of twenty-four (24) months from the date of execution of this document., unless Declarants, during said 24 month period, at their option, appoint successor or additional committee members who are Lot Owners in The Links. At the end of the 24 month period, three (3) new members shall be appointed by the Board of Directors of Association to serve in accordance with this Declaration and the Bylaws of the Association.

2. The Committee shall act to protect Lot Owners against construction on the Lots that will depreciate the value of The Links, to guard against the erection thereon of poorly designed or disproportionate structures or the use of unsuitable materials, to obtain harmonious architectural schemes, to insure the highest and best development of The Links, to encourage and secure the erection of attractive homes and placement of attractive storage buildings and garages, to secure and maintain proper setbacks from streets and adequate open space between structures, and in general to

provide for a high quality type of improvements on the Lots.

3. No building, fence, or other structure shall be erected, placed, or altered on any Lot until two (2) copies of the construction plans and specifications and a plan showing the location of all proposed improvements have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation. Approval by the committee shall be as provided below.

4. The Architectural Control Committee is hereby authorized to enforce any building or fire codes, or any rules, restrictions, or requirements concerning the construction of buildings in this project. Said requirements having been made by any authority, city, county, state or otherwise, having the legal authority to make such requirements.

5. Within thirty (30) days after submission of plans and specifications to the committee as provided in Article 2, Sections 2 and 3, the committee shall submit its written approval or disapproval of such plans and specifications to the Lot Owner. In the event the committee fails to give written approval or disapproval of plans and specifications within thirty (30) days after they have been submitted to the committee as herein provided, said plans and specifications shall be deemed approved and in compliance with these covenants, conditions and restrictions.

ARTICLE III. PLANNING AND ZONING

All construction must be permitted through the City of Corsicana, Navarro County, Texas and must comply with all regulations of the City of Corsicana's Code of Ordinances.

ARTICLE IV. USE RESTRICTIONS

1. All Lots in The Links, shall be described, known, and used exclusively as single family residential Lots and shall not be used for commercial, industrial or professional use. No building shall be erected or maintained on any residential Lots in The Links other than a private residence. A workshop or storage area for the sole use of the owner or occupant may be constructed provided such workshop or storage area contains not more than 400 square feet. Any freestanding storage/workshop area must be a single story and constructed using the same quality of materials and style as the residential structure. Any freestanding storage/workshop shall not exceed seven feet (7') at its highest point and shall be hidden from view by an eight foot (8') fence which surrounds the back and partial sides of the property. In no event may a freestanding storage or workshop be constructed prior to the construction of the residential structure. All other types of freestanding structures, including but not limited to gazebos, portable storage buildings and boat or trailer sheds shall be prohibited. A freestanding storage or workshop may not be used for living quarters at any time. No playscape shall be located on a lot that exceeds seven feet (7') in height.

2. All construction must be of new material, except stone, brick, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee. The exterior of any building constructed on a Lot must have at least 80% combined brick, stone, stucco and/or glass. The roof must be tile, wood shingle or high quality composition shingle of at least 240 pounds per square. No tar paper type (roll) roofing or siding materials will be used on any structure. The type of masonry and roofing or siding material shall be specified in the plans. Wood exteriors shall be painted or stained with at least two coats of paint or stain. There is no prohibition against the use of concrete siding, wood siding or a wood exterior as long as they are used in conjunction with brick, stone or stucco and such use does not exceed 20% of the total exterior of the building and is deemed appropriate by the Architectural Control Committee.

3. No natural drainage shall be altered to the extent of affecting any adjoining Lot or property, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

4. No building or structure exceeding two stories in height, except split level, shall be erected on any Lot unless approved by the Architectural Control Committee, and each residence shall have a minimum floor area of 2,000 square feet, exclusive of open or closed carports or garages. All residences shall have a minimum of a two-car closed and attached garage.

5. No chain link fences will be allowed. All fences must be approved by the Architectural Control Committee. The Architectural Control Committee is empowered to decide on the suitability of fences given their location and function. All fences must be in architectural harmony with other fences and not materially obstruct the view of other Lot owners.

6. No building shall be located nearer to the front street line than twenty (25) feet, or nearer to the side of Lot line than ten (10) feet in accordance with the Final Plat of The Links. If two (2) contiguous Lots owned by the same person are re-platted as a single building site in accordance with the requirements of the City of Corsicana, Texas, the two outermost side Lot lines will be considered as the side Lot lines.

7. No animals or birds shall be raised, bred or kept on any Lot, except household pets may be kept provided that they are to be in no way raised, bred, or kept for commercial purposes.

8. No outbuilding or garage shall be erected on any Lot before a residence is constructed thereon, and no outbuilding erected on any Lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any Lot, nor shall any residence of a temporary character be permitted. Travel trailers, motor homes, campers, camper trailers,

and other recreational vehicles, shall not be permitted on any Lot. No mobile homes, modular or prefabricated type homes shall be placed on any Lot at any time.

9. Each residence shall have a driveway and sidewalk and shall be constructed in accordance with The City of Corsicana's Code of Ordinances.

10. Each Lot shall be mowed and free of unsightly weeds, tall grass, and debris. At no time shall junk cars or other inoperable equipment be stored on the Lot. Upon failure to do this, Association or its successors or assigns may have the Lot cleaned and mowed and the cost or expense thereof shall be payable by the Owner of a Lot to Association or its successors or assigns. These costs and expenses shall be secured by a lien on such Lot.

11. No pits, holes or other excavations shall be dug on any Lot except in connection with the actual construction of the foundation of the improvements to be erected thereon. Prior to any digging, it is the responsibility of the Lot Owner to determine the location of any utilities and to obtain requisite permits from any applicable authority. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No construction or other materials may be stored on a Lot unless construction has already begun on approved improvements to said Lot. In such event such constructions materials shall be maintained so as not to be unsightly to other Lot Owners. It shall be the Owner's responsibility to insure that debris and useable building materials are placed in containers to be removed from the Owner's Lot to approved disposal facilities.

12. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any Lot. No sign for the sale of unimproved Lots shall be permitted, except Declarant reserves the right to use signage as deemed appropriate. A Lot Owner may seek the approval of the Architectural Control Committee for locating a sale sign on an individual Lot.

13. Once the construction of the Lot Owner's residence is complete, all vehicles shall be parked in the garage or on the driveway. At no time shall vehicles be permanently parked on the street. Guest and entertainment parking shall be permitted on a temporary basis but shall not interfere with access and egress to other Lots.

14. No hunting or discharging of firearms shall be permitted on any Lot or any part of The Links.

15. No noxious or offensive trade or activity shall be carried out on any Lot, nor shall anything be done thereon which may be, or which may become, an annoyance or nuisance to the neighborhood, or to any of the property owners herein.

16. Utility Easements are reserved along and within fifteen (10) feet of the front lines of all Lots and a ten (10') foot drainage easement on the rear of Lots 1 through 9 of of Block 1141B. A fifteen (15') foot drainage easement is reserved between Lots 10 and 11 and Lots 18 and 19 of Block 1141A. A fifteen (15') foot utility easement is reserved between the side Lot lines of all Lots 11 and 12 and 17 and 18 of Block 1141A. A drainage easement/detention pond is reserved on Lot 1 of Block 1141B. It shall be the responsibility of the Owner of Lot 1 to keep this area maintained in accordance with these Deed restriction and Covenants.

17. The materials installed in, and the means and methods of assembly of all sanitary plumbing shall conform to the requirements of the City of Corsicana, Texas, the Health Department of Navarro County and the State of Texas. No outside toilet or privy shall be erected or maintained on any Lot hereunder or permitted at any time. Portable toilets shall be used during the construction phase. At no time shall contractors, owners or guests deposit human waste in any location other than the portable toilets.

18. All homes shall be completed as to exterior finish and appearance within thirty (30) months from the purchase of the Lot. All Lots shall be kept clean and free of tall grass and weeds, boxes, rubbish, trash, inoperative cars, inoperative boats, or other debris. All playground equipment (i.e. swing sets, trampolines, clubhouses) is prohibited in front and side yards. No boats, cars, trucks, or tractors, operative or inoperative; shall be stored on any Lot in The Links unless and until construction of all approved house has begun. No travel trailer, motor home or similar vehicle may be parked on any street or Lots at any time. However, travel trailers and motor homes may be parked inside garages. The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure, vehicles or other items at the expense of the offending party.

19. No more than one residence may be constructed on any Lot, and no Lot shall be further subdivided, except that fractions of Lots may be separated to add to space of whole Lots if the combination of whole and fractional Lots is used as a single building site and if all other provisions of these Declarations are complied with. No Lot or any part of a Lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association, its successors and assigns.

20. Mail boxes shall be constructed of similar masonry material as the exterior of the owner's residence. Mailboxes shall be installed in accordance with the City of Corsicana's Code of Ordinances and the U. S. postal Services requirements. The Architectural Control Committee shall approve mailbox construction to insure harmony with the existing area.

21. A private swimming pool may be constructed, erected or installed on any Lot in The Links as an adjunct facility to the residence which is located on such Lot. The swimming pool shall be enclosed by a fence adequate to prevent unauthorized access and gates in such fence shall provide security against such access. Liabilities of all kinds

pertaining to a private swimming pool will rest upon the owner of the property it is situated on.

22. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent any such violation; (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorneys' fees incurred in such proceeding. "Person or entity" as used in the next proceeding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provision hereof, the Association shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein.

23. For the safety of all property owners, their families, guests or other visitors to The Links, property owners, their family members and invited guests shall not recklessly operate or exceed a speed limit of fifteen (15) miles per hour while operating any motor vehicles within The Links.

ARTICLE V. HOMEOWNERS' ASSOCIATION

1. At the time of closing on the purchase of any Lot in The Links, each purchaser will automatically become a member of the Association. In accordance with the Bylaws of the Association, an assessment of TWENTY DOLLARS (\$20.00) per month shall be charged to each owner of one Lot and an assessment of TEN DOLLARS (\$10.00) per month per Lot for each additional Lot owned, payable annually on the first (1st) day of January of each year. The assessment charge for a Lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year.

a. The assessment shall be payable to the Association at its location in Corsicana, Texas, as designated from time to time by the Association.

b. The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the common area properties, and facilities of The Links or for community improvement thereon, including but not limited to the reconstruction, improvement and maintenance of roads, mowing of roadways, repair or

reconstruction of the privacy walls, columns or purchase of the entrance gates and other improvements or services at The Links and for such other uses as may be approved by the Association.

c. The assessment charges may be raised or decreased by the Board of Directors of the Association as necessary to provide adequate funds to carry out the purposes of that Association.

d. Such assessment charges shall extend for the life of these Covenants and shall be extended automatically at the same time the Covenants may be extended

2. In addition to the Assessments authorized above, at any time the Association may levy in any calendar year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of roads, the privacy walls/columns, the entrance gates and/or common area infrastructure or other improvement located or to be located upon the Common Areas, provided that any such Assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting (annual or special) of the Association duly called for such purpose.
3. No Owner may exempt himself from liability for his contribution toward the Common Areas by waiver of the use or enjoyment of any of the Common Areas or improvements located thereon.
4. All sums due but unpaid by a Lot Owner for his share of Assessments, including interest thereon at ten percent (10%) per annum, shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for: (i) all taxes and special assessments levied by governmental and taxing authorities; and (ii) all liens securing sums due or to become due under any mortgage vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessments become due.
5. To evidence such lien, the Association may, but shall not be required to, prepare written notice setting forth the amount of such paid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by one of the Board of Directors and may be recorded in the office of the Clerk and Recorder of Navarro County, Texas. Such lien for the Assessment shall attach from the date of the failure of payment of the Assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code as may be amended from time to time, or in any manner permitted by law. Each Owner, by accepting a deed to his Lot, expressly grants to

the Association a power of sale, as set forth in said Section 51.002, in connection with the Assessment lien. The Board of Directors is hereby authorized to appoint a trustee to hold any such foreclosure sale. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing notice or claim of lien and all reasonable attorneys' fees. The Association shall have the power to bid on the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey same.

6. The amount of the Assessment levied against each Lot shall also be a debt of the Owner thereof at the time the Assessment is made. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing same.
7. Each Owner shall comply strictly with the provisions of these Covenants, the Bylaws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time.
8. The administration of the Association shall be governed by the Bylaws. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the Bylaws.
9. Declarant shall have the right to deed additional property to the Association for streets and Common Areas and the Association shall accept and maintain any such additional property.
10. Declarant shall have the right to submit additional phases of other Property or subdivisions as part of the real property and improvements to be subject to and managed by the Association.

ARTICLE VI. MISCELLANEOUS

1. These Covenants shall not be revoked, nor shall any of the provisions herein be amended from the date these Covenants are recorded unless the Owners representing at least eighty percent (80%) of the ownership of the Lots agree to such revocation or amendment by instruments duly executed and recorded.
2. All notices, demands or other correspondence intended to be served upon Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the address of such Owner. All notices, demands or other correspondence intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid to the Association's address.

3. Whenever the applications and provisions of these Covenants conflict with the applications of any provisions of the Bylaws adopted by the Association, the provisions or applications of these Covenants shall prevail.
4. Invalidation of anyone or more of these covenants and restrictions by judgment of any Court shall in nowise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

This Agreement may be executed in several counterparts and all such counterparts so executed shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original of the same counterpart.

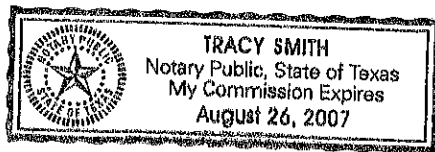
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the 22 day of March, 2006.

DECLARANTS:

James M. Wood
James M. Wood

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

This document was acknowledged before me by James M. Wood on this 22 day of March, 2006.



Tracy Smith
Notary Public, State of Texas

EXHIBIT "A"

"THE LINKS" as shown in Final Plat recorded in Volume 7, Page 737,
Plat Records of Navarro County, Texas

BEING a tract of land in the James Powell Survey, Abstract No. 636, Navarro County, Texas and being that certain tract of land conveyed to James M. Wood as evidenced by deed recorded in Volume 1720, Page 58 of the Deed Records of Navarro County, Texas and being part of the residue of that certain tract of land conveyed to John W. Griffin, M.D. as evidenced by deed recorded in Volume 723, Page 358 of the Deed Records of Navarro County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the east line of Country Club Road for the northwest corner of said Wood tract;

THENCE North 58°23'54" East a distance of 1301.89 feet to a 1/2-inch iron rod found for the northeast corner of said Wood tract;

THENCE South 33°14'08" East a distance of 52.70 feet to a 1-inch iron pipe found in the west line of McKnight Lane for the south corner of that certain tract of land conveyed to Gary Robinson and Shelley Robinson as evidenced by deed recorded in Volume 1438, Page 506 of the Deed Records of Navarro County, Texas;

THENCE South 08°10'27" East along the west line of McKnight Lane a distance of 620.46 feet to a 1-1/4-inch iron pipe found for the southeast corner of said Wood tract and the northeast corner of that certain tract of land conveyed to Northland Cable Properties Five Limited Partnership as evidenced by deed recorded in Volume 1294, Page 118 of the Deed Records of Navarro County, Texas;

THENCE South 59°12'45" West departing McKnight Lane and along the north line of said Northland Cable tract a distance of 317.31 feet to a 5/8-inch iron rod set for corner;

THENCE North 31°37'08" West, at a distance of 17.96 feet pass a 1/2-inch iron rod found for the most easterly southwest corner of said Wood tract, in all a distance of 318.36 feet to a 1/2-inch iron rod found for a reentrant corner of said Wood tract;

THENCE South 58°20'20" West a distance of 747.47 feet to a 1/2-inch iron rod found in the east line of Country Club Road for the most westerly southwest corner of said Wood tract;

THENCE North 30°02'40" West a distance of 300.03 feet to the POINT OF BEGINNING;

CONTAINING within the metes recited 11.54 acres of land, more or less.

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
THE LINKS

THE STATE OF TEXAS)

COUNTY OF NAVARRO)

KNOW ALL MEN BY THESE PRESENTS, that James M. Wood , Declarant, and constituting ninety percent (90) % of the ownership of that certain real property located in the City of Corsicana, Navarro County, Texas, known as The Links, hereinafter called (The Links) as more fully described in Volume 7, page 737 of the Plat Records of Navarro County, Texas, for the purpose of enhancing and protecting the value, utility, attractiveness and desirability of the tracts constituting The Links, do hereby declare that Article 4, paragraph 4 of the Declaration of Covenants, Conditions and Restrictions for The Links recorded in Volume 1814, page 831 of the Official Records of Navarro County, Texas, be amended as follows:

“No building or structure exceeding two stories in height, except split level, shall be erected on any lot unless approved by the Architectural Control Committee. Each residence located on Lots 1, 2, 3, 4, 5 and 6 in Block 1141B and each residence located on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block No. 1141A shall have a minimum floor area of 1700 square feet, exclusive of garages. Each residence located on Lot 7 in Block 1141B and on Lots 15, 16, 17, 18, 19 and 20 in Block 1141A shall have a minimum floor area of 2000 square feet, exclusive of garages. All residences shall have a minimum of a two-car closed and attached garage.”

The above referenced Lots shall be held, sold and conveyed subject to the foregoing amended covenant, condition and restriction, which shall constitute a covenant running with the land and shall be binding on all parties having any right, title or interest in the herein described Lots or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

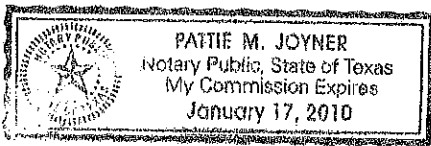
Except as herein amended, the Declaration of Covenants, Conditions and Restrictions recorded in Volume 1814, page 831 of the Official Records of Navarro County, Texas shall be binding as previously written.

This instrument is executed and delivered as of the 22 day of January, 2007.

James M. Wood
James M. Wood
Owner/Declarant

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

This document was acknowledged before me by James M. Wood on this 22 day of January, 2007.



Pattie M. Joyner
Notary Public in and for the State of Texas