

AMENDED CONDITIONAL GRANT OF EASEMENT
Haralson Lakes, Colmesneil, Texas
April 14, 1994

This is the Conditional Grant of Easement, as amended April 14, 1994, which was granted by James G. Haralson, Jr., Virginia Stephens Haralson, John D. Stover, or Amanda Haralson to: _____ (name of lot owner), current owner of Lot _____, _____ (Frog Pond Lake or Lake Amanda), in the Haralson Lakes Development.

Owners of lots on Frog Pond Lake or Lake Amanda have been granted the Right and Easement in common with others to fish, boat, swim, picnic, and walk or ride over, on, or in the following described lands and water in Tyler County, Texas, to-wit:

A part of the William Campbell League, Abstract #505, and of the Ira Parker League, Abstract #499, being that part of the lands formerly owned by Wolf Creek Lakes, Inc., by virtue of deeds recorded in Volume 131 at pages 608, 609, and 610, that lies between Texas FM Road 3065 on the West, the City Limits of Colmesneil on the Northwest, and Texas FM Road 256 on the North and on which Frog Pond Lake and Lake Amanda are located:

and this grant is currently limited and conditioned as follows, to-wit:

1. This Grant does not extend to any lot, parcel or acreage heretofore sold or that may be hereafter conveyed out of the property by Grantor, but subject to the conditions herein stated, it will always extend to Frog Pond Lake and Lake Amanda.
2. This grant extends to Grantee, to members of Grantee's immediate family, to guests of Grantee and to guests of Grantee's immediate family IF and ONLY IF guests are accompanied by Grantee or a member of Grantee's immediate family.
3. When fishing, all State and Federal game and fish laws and regulations must be complied with.
4. No firearms are to be fired on the premises except for target practice in the dirt pit near Lake Tejas on FM 256.
5. Speed limits on lake roads are 15 MPH, except for those roads maintained by the County where the speed limit is 30 MPH.
6. Any dead or fallen timber on the premises may be used for firewood or other purposes, but no live tree, bush or vine may be felled, dug up or defaced without specific permission of the Grantor.

7. No additional vehicular roads or trails may be opened or used without specific permission of Grantor.
8. Grantee may not conduct any professional, service, or retail business on the premises or on Grantee's lot.
9. No water skiing will be permitted on either lake. No boat motor larger than 7.5 H.P. may be used on the lakes. The usual rules of boat courtesy and state boating laws must be obeyed.
10. Each waterfront lot on either lake is entitled to one pier in the lake of reasonable size built so as not to unreasonably impede boating and fishing of others in the lake.
11. All garbage and trash must be disposed of in compliance with the rules established by the Commissioners' Court of Tyler County. No garbage or trash of any nature may be dumped or burned on the land first above described or on Grantee's lot.
12. Grantee may not create or maintain a nuisance on the premises first above described or on Grantee's lot.
13. Motorcycles may be used only for transportation from the farm to market road to Grantee's lot on principal access roads and operated in such a manner so as to not damage roads or create a noise nuisance. Motorcycle drivers must be licensed drivers. Three wheelers and four wheelers are not to be operated anywhere on the premises.
14. Only foot traffic is permissible on the top surface of the dams. No foot traffic is permitted on the sides of the dams due to creation of paths which lead to erosion of the structure of the dam.
15. Grantee's lot may not be rented or subdivided.
16. Grantor may from time to time publish rules regarding use of the premises by Grantee so as to promote maximum enjoyment of the property by the maximum number of people. These rules will have the same dignity as if set out in this instrument and must be complied with.
17. This Grant may be revoked at any time by Grantor, their successors, or assigns, if Grantee or any of Grantee's family or guests violate any of the conditions herein set out or any conditions set out in Grantee's deed or contract to purchase. Grantor will give Grantee notice of any violation and a stated reasonable time to correct it before revocation, but if the violation continues or is repeated, written notice of revocation of this Easement will be given Grantee. In the event of revocation, Grantee will have no rights pertaining to the premises except the right of ingress and egress to Grantee's

property over existing roads from the nearest public road.

- 18. This Grant is not transferable, but, if Grantee's lot is sold and Grantee is not in violation, of any conditions herein stated or mentioned at the time of sale, then a similar Grant of Easement will be made to the purchaser. In the event of such a sale by the Grantee herein, Grantee's rights hereunder are automatically terminated and the new purchaser must make application to Grantor, their successors or assigns, in order to secure a like Conditional Grant of Easement.

Executed by Amanda Haralson, successor to Grantors.

Amanda Haralson

THE STATE OF NEW MEXICO }
}

COUNTY OF _____ }
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This instrument was acknowledged before me on the _____ day of _____, 1994, by Amanda Haralson.

Notary Public - State of New Mexico
Printed Name: _____
My Commission Expires: _____

Accepted this _____ day of _____, 1994.

Grantee