



2. The exterior walls of any residence shall consist of not less than 70% brick, stone or rock, or such materials that when combined yield a "stucco" finish. Exceptions will be made for custom homes with a clear theme, such as a log cabin home. In such cases, log timbers may be used. All roofs must be constructed of fire-resistant materials. Any roof constructed of materials other than composition shingles, cedar shingles, cedar shakes, and metal, concrete tile or clay tile must first be approved in writing by the Restrictions Committee. The pitch of said roofs shall be a minimum of eight (8") inches on twelve (12") inches.

3. Any secondary residence constructed on a tract within the subdivision must comply with all the Restrictions and all the standards for primary residences with the following exceptions:

(A) No secondary residence shall be located on the tract nearer to front or Side Street Lines than 100 feet. In cases where the shape of a tract may make this impractical, a variance from this restriction by the Restrictions Committee may be requested. No variance is permitted until the owner has received written documentation of the variance from the Restrictions Committee.

(B) No secondary residence shall contain less than 1,000 square feet of enclosed living area, excluding garages and porches. Each secondary residence must have at least a 1-car garage.

4. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste will not be kept on any tract within the subdivision, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material will be kept in a clean, sanitary condition. No junk, wrecking or auto storage yards shall be located on any tract within the subdivision, nor will any inoperative, unlicensed, or unregistered vehicles be allowed to remain parked outside of a covered parking area for longer than thirty (30) days. Material of any kind stored on any tract: (1) shall be arranged and maintained in an orderly manner on the rear one-third (1/3) of said property; and (2) shall be properly covered. Once occupied, failure to keep the tract clean or grass below six (6") inches tall will be considered a violation of these restrictions; exceptions may be granted by the Restrictions Committee for property owners that own five (5) or more acres on contiguous parcels. Regardless, owners of unoccupied tracts must maintain their tracts so that their condition, including vegetation, must not hinder or pose a detriment to the value of any and all adjacent properties within the subdivision. The Restrictions Committee shall determine what qualifies as a detriment. Propane tanks used for utility service to any residence must be buried.

5. No noxious or offensive trade, practice or activity shall be conducted upon any tract, nor any activity thereon or event that may be or become an annoyance to other owners and/or residents within the subdivision. However, this particular restriction shall not preclude Seller from conducting the business of developing and selling lots situated within the subdivision to the general public, including maintaining an office for such purpose.

6. All boats and recreational vehicles shall be parked, either in garages, driveways or stored behind homes, out of sight of all other residences within the subdivision.

7. All walls, fences and hedges must be approved by the Restrictions Committee before their construction or installation. All fences within the subdivision shall be well maintained and shall not be permitted to detract from any and all adjacent properties within the subdivision, and shall be reviewed by the Restrictions Committee as provided in paragraph 4 herein. Also, and except as otherwise provided herein, no walls or fences shall be erected or maintained nearer to the front of any tract within the subdivision than the front of the residential dwelling constructed on the tract, or, on corner tracts, nearer to the side tract line than the side building line parallel to the side street as shown on the recorded plat. The Restrictions Committee may grant variances upon written request by the owner of the respective tract. Plasters that are in harmony with the main residential structure shall be used in conjunction with all ornamental iron fences.

All wooden fences shall be constructed of material to be approved by the Restrictions Committee. All wooden fences exposed to view from the street shall be built so that the finished side faces the street.

Wooden fences are discouraged where views to any water feature are hindered. No chain link fences shall be erected, placed or permitted to remain on any residential tract. No fence shall be installed which will impede the natural flow of water across the tract. Ownership of any wall, fence or hedge erected as a protective screening on a tract shall pass with title to the tract, and it shall be the owner's responsibility to maintain said protective screening thereafter.

8. No building or structure shall be occupied or used until the exterior of said building(s) is completely finished. Each and every habitable structure on a tract within the subdivision shall be equipped with sanitary plumbing and toilet facilities connected to either city sewage or a septic system of sufficient size and capacity to meet all requirements of the Polk County Department of Development, and its successors.

9. No outbuilding, garage, barn, tent, travel-trailer, camper or any temporary structure may be used as a dwelling, temporarily or permanently, on any tract within the subdivision.

10. Easements shall be reserved along and within ten (10') feet of the rear property line and side property lines of all tracts in the subdivision, as well as along and within twenty (20') feet of the front property line of all tracts for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities, and maintenance of vegetation, including trees, which at any time may interfere with or threaten the maintenance of such lines or utilities, with a right of ingress to and egress from and across said premises to the employees of the respective utility companies and/or service companies. The easements provided in this paragraph 10 shall also extend along the side and rear property lines of any and all tracts, in the case that the original tracts are fractured into multiple, smaller tracts. Said easements may also be used for future walking trails, as approved and established by the POA.

11. No permanent structure placed or constructed on the property shall be located within the one-hundred (100) year flood zone.

12. In no event shall any tract or piece of property within the subdivision be used for any business purpose. Hunting of any kind is expressly prohibited on or from any tract within the subdivision.

13. No billboards or advertising shall be placed on the property or any tract within the subdivision, other than standard "for-sale" signs. Satellite dishes and LP gas tanks shall be located only in the back yard of the residences, and television antennas shall be attached only to a rear wall, window or portion of the roof of the residences.

14. Clothes shall not be hung and/or dried outside homes on lines, fences, or similar structure, within eye-sight of any road or adjoining property within the subdivision.

15. Dogs and house pets are permitted within the subdivision, but households are not permitted to maintain more than four (4) pets per household. Pets must be kept on their owner's property and are not permitted to run free on the streets or throughout the subdivision. More specifically, all dogs must be kept on a leash at all times while they are not on their owner's property, but within the subdivision. If a property owner allows their pet(s) to roam free on a continual basis, the Restrictions Committee has the authority to have such pets picked up without notification to their owner. If pets are returned to their owner, it will occur at the owner's expense. Pit bull dogs are expressly prohibited within the subdivision.

16. Livestock shall be permitted on tracts within the subdivision so long as the animals and their quarters are maintained in a clean, well-kept manner, and, provided, that no animals shall be maintained in commercial quantities or for commercial purposes. Swine, goats, sheep or fowl may not be kept on a tract within the subdivision, unless they are maintained for a project sponsored by a 4-H Program or a Future Farmers of America Program. However, despite the sponsorship of any of the before-mentioned programs, swine, goats, sheep or fowl may never be kept on a tract within the subdivision in commercial quantities or for a commercial

purpose. Similarly, no animal(s) may be maintained on a tract within the subdivision in a manner that would depreciate the value of any tracts or property within the subdivision.

17. Equine animals, such as horses and donkeys, may be kept on tracts within the subdivision, but each tract shall be limited to two (2) equine animals (including all classes of equine animals) for every five (5) acres of land that, if applicable, compose the respective tract.

18. Each residence must have a driveway. Driveways must be installed within sixty (60) days of occupancy of the residence. All driveways and parking areas shall be constructed of rock, gravel or other hard surface material. All driveways for tracts less than two acres in size must be constructed of caliche, asphalt or cement. Culverts must be approved by the respective County Commissioner, and must be installed in accordance with the policies of Polk County, Texas.

19. Any outbuilding, including, but not limited to, shops, barns, and storage buildings, located on a tract within the subdivision, must be constructed of new materials, with exterior walls finished with no less than painted metal. This does not preclude the use of wood or masonry on the exterior walls of any and all outbuildings located within the subdivision. The maximum height for any exterior wall for outbuildings shall not exceed ten (10') feet. All roofs must be constructed of fireproof materials. The pitch of said roofs shall be a minimum of two (2") inches on twelve (12") inches. No outbuilding shall be located on any tract nearer to the front or side property lines than one hundred (100') feet. No outbuilding shall be larger than 1,000 enclosed square feet. Outbuildings may not be placed on any tract within the subdivision prior to pouring the foundation of the tract's respective home site.

20. No residence, outbuilding or improvement of any kind shall be located or constructed on any tract within fifty (50') feet of the front property line or within twenty (20') feet of any side property lines. Corner tracts shall have two (2) front yard setbacks, with front yard setbacks defined as frontage to any street within the subdivision.

21. The front of each residence must face the public right-of-way, or in the case of a corner tract, the residence must face one of the two public right-of-ways.

22. Re-platting or subdividing any tract within the subdivision shall occur in accordance with the Rules and Regulations of Polk County, Texas, and the Restrictions shall apply to each tract created as a result of subdividing a tract within the subdivision. Nevertheless, no tract within the subdivision shall ever include less than one contiguous acre.

23. Unimproved tracts could become a detriment to the property values within the subdivision; therefore, Seller wishes to discourage failure to improve tracts for a prolonged period of time. To such end, Seller shall reserve the option to repurchase any tract, upon which construction of a residence has not begun within three (3) years of the date of original purchase of the tract from Seller. Said option shall not expire as a result of the property owner's willingness to build a residence following the expiration of the three (3) year limitations period. The option exercise price shall be equal to the consideration originally paid to Seller, plus interest at the rate of three percent (3%) per annum (the "Exercise Price"). In keeping with this reservation, the purchaser of any undeveloped tract within the subdivision may not transfer title to such tract within the three (3) year limitations period without the prior written consent of Seller. In the event purchaser wishes to sell a tract to a third party, Seller shall have the option to repurchase the tract at the lesser of: (1) the Exercise Price, or (2) at the agreed upon price provided in the resale contract between purchaser and the third party. Seller shall be required to provide written notice to purchaser of Seller's intent to exercise this option within ten (10) days of receiving notice of the owner's intent to transfer and shall close ten (10) days thereafter.

24. Each tract within the subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise provided herein. The maintenance charge shall be used to create a fund, which will be known as the "Maintenance Fund." A maintenance charge shall be paid annually by the owner of each tract, at the beginning of the calendar year, with the first payment being due and payable on the date each

owner acquires title to his or her tract (being responsible for only the remaining portion of the calendar year for which he or she acquires title). Following payment of the initial maintenance charge, the property owners' subsequent payments shall be due and payable on or before January 1<sup>st</sup> of each succeeding year thereafter, beginning with the January 1<sup>st</sup> immediately following the date each owner acquires title to his or her tract. The maximum annual maintenance charge allowable shall be **\$360.00** and may not be increased without a vote of a majority of the property owners within the subdivision then subject to said maintenance charge. The maintenance charge shall not apply to tracts or property within the subdivision owned by Seller, or owned by any person, firm, association or corporation engaged primarily in the building and/or construction business who has acquired title to a tract or tracts solely for the purpose of constructing improvements thereon and thereafter selling their tract or tracts; however, upon the sale of the tract or tracts by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such tract or tracts (and improvements thereon, if any) to some other occupant(s), then the maintenance charge shall be applicable to such tract or tracts.

25. The collected charges shall be paid into the Maintenance Fund to be held and used exclusively for the benefit, directly or indirectly, of the subdivision. The Maintenance Fund may be expended by Seller for any purpose or purposes which, in the sole judgment of Seller, will likely maintain the property values within the subdivision, including, but not limited to: (1) providing for the maintenance and repair of the streets and roads shown on the aforesaid recorded plat (notwithstanding the fact said streets and roads are dedicated to the use of the public); (2) enforcement of the provisions provided by this instrument; and (3) for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might be hereafter established within the subdivision. Use of the maintenance fund for any of these purposes is discretionary and not mandatory, and Seller's decision with respect thereto shall be final, so long as it is made in good faith. In order to secure payment of levied maintenance charges, a Vendor's Lien shall be and is hereby reserved in the deed from Seller to the purchaser of each tract or portion thereof, which liens shall be enforceable by Seller through the appropriate judicial proceedings. Said liens shall be deemed subordinate to the lien(s) of any bank, insurance company, savings and loan institution or any other person or entity which hereafter lends money for the purchase of any property within the subdivision, and/or for the construction of improvements on any such property. Maintenance charges not paid promptly when due, shall bear interest from their due date at a rate of ten (10%) percent per annum, and Seller shall be entitled to receive reasonable collection fees and attorneys' fees for the collection of any delinquent maintenance charges. Said interest, collection fees and attorneys' fees shall be secured in like manner with the maintenance charges.

26. Seller shall have the right to discontinue or abandon the maintenance charge at any time, without incurring liability to any person whomsoever, by filing written statement in the office of the County Clerk of Polk County, Texas, declaring the respective discontinuance or abandonment.

27. The Restrictions may be amended at any time and in any respect with the approval of owners owning at least fifty-one percent (51%) of the tracts within the subdivision; provided, however, that no such amendment shall be effective unless joined in by Seller, or any assignee of its rights as "Seller," until such time as Seller, or such assignee, no longer owns a tract. In addition, Seller, or any assignee of its rights herein, at its sole discretion and without a vote or the consent of any other party, may modify, amend or repeal these restrictions: (i) at any time prior to the conveyance of the first tract; (ii) as necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation or judicial determination; (iii) as necessary to comply with the requirements of the VA, HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or (iv) as necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, any amendment pursuant to clauses (ii), (iii) and/or (iv) immediately above must not have a material adverse effect upon any right of any property owner within the subdivision. Any amendment to the Restrictions shall be effective upon recording.

28. If the owner of any tract within the subdivision, or any other person, willfully violates any of the covenants provided herein, it will be lawful for any other person(s) owning any real property in said subdivision to pursue any proceedings at law or in equity against the violator(s) or person(s) attempting to violate the

covenants and to either prohibit such person(s) from committing the violation(s), and/or to recover damages or other compensation for such violation(s). Any failure to enforce the covenants provided herein shall never be deemed a waiver of the right to enforce the obligations provided by such covenant(s) in the future.

29. The Restrictions are enacted for the benefit of the entire subdivision and shall be binding upon each purchaser, his or her heirs, successors and/or assigns.

30. The invalidation of any one or more of the covenants, restrictions and/or provisions provided by the Restrictions, by judgment of any court, shall in no way limit or affect any of the other covenants, restrictions and/or provisions also provided herein, which shall remain in full force and effect.

OWNER:

AP DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership

By: Anthony Properties Development, Inc., its general partner

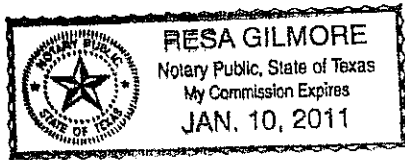
Frank S. Nuchereno, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 5<sup>th</sup> day of October, 2007, by Frank S. Nuchereno.



Resa Gilmore  
Notary Public, State of Texas

After Recording, Return To:  
AP Development Limited Partnership  
12770 Coit Road, Suite 970  
Dallas, TX 75251

FILED FOR RECORD

2007 NOV 14 P 4: 07

Barbara Middleton  
BARBARA MIDDLETON  
POLK COUNTY CLERK

State of Texas }  
County of Polk }  
I, BARBARA MIDDLETON hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County. Terms as stamped hereon by me.

NOV 14 2007



Barbara Middleton  
COUNTY CLERK  
POLK COUNTY, TEXAS