

9868

**Four Corners
Phase One
Deed Restrictions**

July 21st, 2006

THE STATE OF TEXAS
COUNTY OF POLK

}
}
} KNOW ALL MEN BY THESE PRESENTS:

THAT **AP Development L.P.**, a Texas limited partnership, hereinafter called Seller, being the sole owner of the below described property, to-wit:

PARCEL # 1

All those certain lots, tracts or parcels of land, being known and designated as Lots 1 through 33 of 4 CORNERS, PHASE I, being a subdivision out of the GEORGE W. MILES SURVEY, ABSTRACT No. 413, Polk County, Texas.

PARCEL #2

All those certain lots, tracts or parcels of land, being known and designated as Lots 34 through 56 of 4 CORNERS, PHASE II, being a subdivision out of the GEORGE W. MILES SURVEY, ABSTRACT No. 413, Polk County, Texas.

HERENOW agrees and imposes the following restrictions to all of the property hereinabove described. For the purpose of enhancing and protecting the value, and desirability of the aforementioned lots or tracts, Seller hereby declares that all the real property situated within and each part thereof shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Seller will appoint a Restrictions Committee to supervise and enforce the following covenants and restrictions during the period of sale and development of the aforementioned properties. The Restrictions Committee will have the responsibility and authority to take whatever actions may be necessary to protect and enhance the value of the property as a whole. The Restrictions Committee shall retain such responsibility and authority until all of the lots owned by Seller have been sold and a viable Property Owners Association, hereinafter called POA, may be created. The Restrictions Committee may determine if such POA is capable of protecting the interests of all property owners prior to all of Seller's lots being sold and transfer such authority early. No transfer of any authority to a POA will be recognized as valid until written notice of such transfer is granted by the Restrictions Committee. Whether or not such POA has been organized, the Restrictions Committee will be dissolved within three months after the date that Seller is no longer owner of any portion of the aforementioned property.

At such time as a recognized POA assumes authority for maintaining and supervising deed restrictions, it shall be empowered, within the scope and terms of its Bylaws, to create and adopt a new set of deed restrictions. This will include the authority to amend and/or delete restrictions as stated hereinafter.

1. Any structure erected or maintained on any tract in said subdivision must have the design and specifications approved by the Restrictions Committee prior to commencing of construction. Any home erected on site must be finished as to exterior appearance within six (6) months from beginning of construction and must be completed inside and out within one (1) year from beginning of construction. No structure will be moved onto any tract without prior approval from the Restrictions Committee. No residence will contain less than 1,600 square feet of enclosed living area excluding garages and porches. Not more than one single family residence per tract will be allowed except on tracts of five acres or more where a secondary residence serving as a guest house or servants quarters may be permitted as described in paragraph 3. No residence shall be subdivided and rented to dual tenants. All homes shall have a minimum of a 2-car garage. No mobile homes will be allowed on any tract.
2. The exterior walls of any residence shall consist of not less than 70% brick, stone or rock. 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, metal, concrete tile or clay tile must be first approved in writing by the Architectural Control Committee. The pitch of said roofs shall be a minimum of seven (7") inches per twelve (12") inches.
3. Any secondary residence constructed must be within all the restrictions and meet all the standards for primary residences with the following exceptions:
 - (A) No secondary residences shall be located on the tract nearer to the 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 such may be granted in writing by the Restrictions Committee.
 - (B) No secondary residence shall contain less than 1000 square feet of enclosed living area excluding garages and porches. Any secondary residence must have at least a 1-car garage.
4. No tract will be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste will not be kept 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 will be located on any tract, nor will any inoperative, unlicensed, or unregistered vehicles be allowed to remain parked out of a covered parking area for longer than thirty (30) days. Material of any kind stored on said property will be arranged in an orderly manner on the rear one-third (1/3) of said property, will be properly covered and will be allowed. Once occupied, failure to keep the tract clean or the grass below six (6") inches tall will be considered a violation of these restrictions. Unoccupied tracts must be maintained by owners and vegetation cut such that no tract is a detriment to the value of adjacent property. The Restrictions Committee will determine what may constitute a detriment.
5. No noxious or offensive trade or activity will be carried on upon any tract, nor will anything be done thereon which may be or become an annoyance to the neighborhood. This 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 recreation vehicles shall be parked either in garages, driveways, or stored behind homes out of sight from all other residences.
7. All fences must be approved before construction. All fences will be well maintained and not allowed to detract from the property.

8. No building or structure will be occupied or used until the exterior thereof is completely finished. Each habitable structure on the premises shall be equipped with sanitary plumbing and toilet facilities connected to city sewerage or to 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 and/or camper or any other temporary structure may be used as a dwelling, temporarily or permanently.
10. Easements are reserved along and within seven and one-half (7-1/2') feet on the rear line and side lines of all tracts in this subdivision and twenty (20') feet along the front lot line 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 to trim any trees which at any time may interfere with or threaten the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional tracts.
11. No permanent structure will be placed in the one hundred (100) year flood zone.
12. In no event will any lot be used for any business purpose. Any hunting is expressly prohibited.
13. No billboard or advertising will be placed on the property other than standard for-sale signs. Satellite dishes and LP gas tanks shall be placed in back yards only. Television antennas shall be attached only to the rear of the house.
14. Clothes will not be dried outside the home on lines, fences, etc., within sight of any road or adjoining property.
15. Dogs and house pets are permitted in said subdivision, but are not to exceed four (4) pets per household. The pets must be kept on the owner's lot and are not allowed to run free through the streets or throughout the subdivision. If this is allowed to happen on a continuing basis, the Restrictions Committee has the authority to have the pets picked up without notification to its owner. If the pets are returned, it will be at the expense of the pets' owner. Pit bull dogs shall not be allowed.
16. Livestock shall be permissible so long as animals and their quarters are maintained in a clean, well-kept manner, and provided that no animals shall be maintained in commercial quantities. Swine, goats, sheep or fowl may not be kept on the property, unless they are maintained for a project sponsored by a 4-H Program or a Futures Farmers of America Program. However, swine, goats, sheep or fowl may never be kept on the property in commercial quantities, and no animal(s) may be maintained on the property in a manner that would depreciate the value of the property or the surrounding properties.
17. Equine animals, such as horses and donkeys, may be kept on the property, but each property shall be restricted to two (2) horses or two (2) donkeys for every five (5) acres of land that, if applicable, make-up the individual property.
18. Each residence must have a driveway. Driveways must be installed within sixty (60) days following occupancy of home. All driveways and parking areas will be constructed of rock, gravel, or other hard surface material. Culverts must be approved by the County Commissioner and be installed in accordance with the policies of Polk County, Texas.

19. Any outbuilding, including, but not limited to, shops, barns, and storage buildings, must be constructed of new materials, with the exterior walls of not less than painted metal. This is not meant to preclude the use of wood or masonry. The maximum height for any exterior wall 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. No outbuilding shall be located on any lot nearer to the front or side street lines than one hundred (100') feet. No outbuilding shall be larger than 1000 square feet.
20. No building or improvement of any kind will be placed or erected on any tract nearer than fifty (50') feet to the front line nor nearer than twenty (20') feet to any side tract line. Corner lots shall have two front yard setbacks, the front yard setbacks being defined by frontage to any street within the subdivision.
21. The front of each home must face the public street.
22. Re-platting or subdividing of the property will be in accordance with the Rules and Regulations of Polk County, Texas, and all restrictions herein will apply to each tract created as a result of subdivision of any tract. No lot shall ever be less than one acre.
23. Whereas, unimproved lots could become a detriment to property values of the community as a whole, Seller wishes to discourage lots being left vacant for a prolonged period. To such end, Seller shall have the option to repurchase any lot on which construction of a residence has not begun within three (3) years of the date of the original purchase of the lot from Seller. The option exercise price will be equal to the price that was originally paid to Seller plus interest at the rate of six percent (6%) per annum. The purchaser of any undeveloped lot may not transfer title to such lot within this three (3) year period without the written approval of Seller. At this time, Seller shall have the option to repurchase the lot at the option exercise price described above or at the price of the resale contract, whichever is less.. Seller shall be required to give written notice to owner of Seller's intent to exercise this option within ten (10) days of receiving notice of intended transfer and shall close ten (10) days thereafter.
24. Each lot in the subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise hereinafter provided. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund". Each such maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot annually, in advance, with the first payment being due and payable on the date each owner acquires title to a lot (and being only for the remaining portion of the calendar year in which he acquires such title): the calendar year in which he acquires such title): thereafter, the same shall be due and payable on or before January 1st, of each year beginning the January 1st next after each owner acquired title to his lot. The maximum amount of each maintenance charge shall be \$100.00 and may not be increased without a vote of the majority of the owners of lots herein made subject to the maintenance charge. The maintenance charge shall not apply to lots owned by the Seller, or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots: however, upon such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall thereon be applicable to such lots.
25. The Maintenance Fund charges collected shall be paid into the Maintenance Fund to be held and used exclusively for the benefit, directly or indirectly, of the subdivision: and such Maintenance Fund may be expended by Seller for any purpose or purposes which, in the sole judgement of Seller, will tend to maintain the property values in the subdivision, including, but not by way of limitation: 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): enforcement of the provisions of this instrument: and, for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might be hereafter established in Four Corners, Phase I. The use of the maintenance fund for any of these purposes is permissive and not mandatory, and the decision of Seller with respect thereto shall be final, so long as made in good faith. In order to secure the payment of the maintenance charge hereby levied, a Vendor's Lien shall

be and is hereby reserved in the deed from Seller to the purchaser of each lot or portion thereof, which lien shall be and is hereby reserved in the deed from the Seller to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by Seller. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company, savings and loan institution or any other person which hereafter lends money for the purchase of any property within the subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property. Such maintenance charge which are not paid promptly when due, shall bear interest from and after the due date at the rate of ten (10%) percent per annum, and Seller shall be entitled to collect reasonable collection charges, including attorney's fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorneys' fees shall be secured in like manner as the maintenance charge.

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

27. The provision of this instrument relating to the maintenance charge and to the Maintenance Fund shall continue in effect unless changed in the manner and at the time or times provided for herein, specifically on Page 1 hereof, for changing other provisions set forth in this instrument.

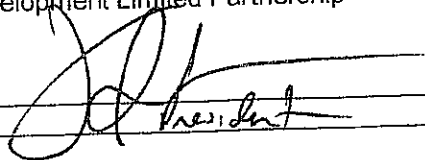
28. If the owner of any tract in said subdivision, or any other person, will violate any of the covenants herein, it will be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

29. These covenants and restrictions will be binding upon the Purchaser, his successors, heirs and assigns. These covenants and restrictions are for the benefit of the entire subdivision hereinabove described.

30. Invalidation of any one or more of these covenants and restrictions by judgment of any Court will in no way affect any of the other covenants, restrictions and provisions herein contained, which will remain in full force and effect.

AP Development Limited Partnership

By:
Its:

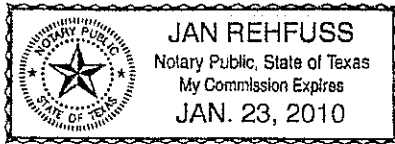


ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF POLK }

This instrument was acknowledged before me on the 21st day of July, 2006, by Frank S. Nuchereno.



Jan Rehfuss
Notary Public, State of Texas

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

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, Texas as stamped hereon by me.

SEP 26 2006

FILED FOR RECORD
2006 SEP 26 P 4:00



Barbara Middleton
COUNTY CLERK
POLK COUNTY, TEXAS

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK