

THE STATE OF TEXAS

COUNTY OF MCLENNAN

DEED RESTRICTIONS

Saddle Creek Development Phase I

Estes Five Development LLC, P.O. Box 24163, Waco, TX, 76702, McLennan County, Texas, referred to as "DECLARANT". Has caused to be surveyed and recorded on a subdivision plat, recorded on _____, in the deed records of the office of the County Clerk of McLennan County, Texas in File # _____, the lands described as Saddle Creek Development in the City of Waco, McLennan County, Texas and has caused the same to be divided into blocks, lots, streets, avenues, drives and public ways.

Declarant declares that the land, shown on the plat of such Saddle Creek Development to the City of Waco, is held and will be conveyed subject to the covenants, conditions and other restrictions set forth in this instrument.

Further, Declarant by this instrument dedicates to the streets, avenues, drives and public ways, as shown on the plat, to the public.

Section I

The following is a particular description of the lands embraced within such plat and within the terms and provisions of such instrument:

See Exhibit "A" Plat of Saddle Creek Development.

Section II

The purposes of these restrictions are to ensure the use of the property for residential purposes only, to prevent nuisances, to prevent the impairment of the value of the property, to maintain the secure character of the community, thereby to secure to each site only the full benefit and enjoyment of his or her home and with no further restriction on the free undisturbed use of his or her site than is necessary to ensure the same advantages to the other site owners.

Section III

Particular Restrictions – the above described property will be subject to the following restrictions:

1. No building other than a private dwelling house, including a private garage, may be placed or permitted upon the conveyed property or any part of such property and such dwelling house permitted on the conveyed premises may be used only as a private residence. There shall be no use on the property for commercial or business purposes.

2. No building whatever except a private garage, may be erected, placed or permitted on the conveyed property of any part of the premises and such dwelling house permitted on the conveyed premises may be used only as a private residence. No temporary buildings, i.e. Morgan Buildings are permitted. All building behind the home are required to be on a slab and of the same material as the home. Not more than one main dwelling, which shall be a single-family unit, shall be erected on each lot as shown on plat.

No mobile homes shall be located or stored upon said lots, even temporarily and all garages must be attached to the main dwelling and must be double garages. All garage entrances must be front entrance. All garages must be on the right of the house.

This however, shall not prevent the erection of out-building that are pertinent to the main residence, but such out-buildings shall not be nearer to the front street than one half of the main dwelling. Detached garage butted with iron or wood 6 ft. fencing and all driveways must come in from the right side of all lots. No two driveways shall butt between property lines.

The 20 ft. distance between homes must be observed by City Ordinance. All driveways and sidewalks shall be done in a washed gravel effect.

- **Exception** – driveways on corner lots are permitted onto side streets. The 20 ft. rule still must be observed between all homes.

3. No residential structure, attached garage or any out-building shall be located nearer than twenty-five (25) feet to the front property line of any said lot, shall not be located nearer than five (5) feet to the adjoining lot and shall not be located nearer than fifteen (15) feet to the side street line of corner lots.

No fences shall be erected past the front line of the residential structure. All fences constructed in said subdivision shall be of privacy nature, shall be constructed of wood and the style of fences must conform to general guidelines to be set forth by Declarant or approved in advance by the architectural committee named below.

No wire, chain link or mesh fences shall be permitted. Exception, chain length may be used to split the inside of wood privacy fence. Ornamental iron gates are

permitted. No fencing shall alter any fences placed by the developer, you may connect but not alter in anyway, nor place fencing in front of developer's fence.

4. No existing structure or portion thereof shall be moved upon said property, but any and all improvements placed thereon shall be new structures. No metal storage buildings unless enclosed by privacy fence (height will be determined by City Ordinance).

5. No trailer, industrialized housing, modular home, mobile home, double-wide mobile home, basement, tent, shack, box dwelling, barn or other out-building, shall be at any time used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence upon the above described property.

6. The ground area of the main structure exclusive of open porches and garages shall not be less than 1700 sq. feet on all lots.

7. No livestock should be kept on any lot on the above described property. No noxious or offensive trade or activity shall be carried on upon the described property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial equipment shall be stored on said property.

8. All residential structure, including attached garages, must be of at least seventy-five percent (75%) masonry construction. Concrete board siding to be considered masonry. All roofing material will be Weather wood in color and 30 year dimensional(Heritage II Roof).

9. No restriction or covenant herein contained shall be invoked to invalidate or attempt to invalidate the rights of any bona fide lien holder holding a lien upon any part of such Addition.

10. No basketball goals permitted nearer than the front set-back of the house, (this includes portable units) none are to be placed on or near the street and to be used as a playing area. City Ordinance regulates on street basketball goals. No trampolines allowed in front or side yards.

11. All roof pitches must be minimum 7-12 pitch.

12. One (1) Oak tree of at least 2" caliber must be planted in front yard of each residence within 30 days of completion. All front yards shall be planted with Bermuda grass sod and flowerbeds near the house. Sprinkler system is required for the entire yard.

13. No unsightly appearances shall be allowed to alarm or offend any other property owner such as; un-kept yards, broken windows, clotheslines or yard ornaments that are appearing offensive to the neighborhood, if City Ordinance does not remedy the problem then the Architectural Committee shall have sole discretion in solving the problem. As long as the Developer has any material interest (owns any lots) in Saddle Creek Development, then and only then may any owner of any lot seek relief as bound by law. Developer may grant a variance on any restriction.

14. No satellite dishes will be permitted in the front yard of any house at ground level. Exception of small 3 foot disk may be attached to sides of homes if needed for proper direction.

15. Permanent flagpoles must be attached to home or no more than 10 feet from front of slab facing the street.

16. Fireplaces must be all brick or a chase built around exposed pipe on rooftop.

17. California Style homes are allowed as long as entry to garage comes from the East or South side facing the lot.

Section IV

The restrictions and covenants set forth in this instrument will run with land, will be binding on all persons having any right, title or interest in and to the above described property or any part of such property and their heirs, successors and assigns.

Section V

The restrictions and covenants set forth in this instrument will insure to the benefit of and be enforceable by the Declarant and any present or future owner of interest in the above described property. Declarant and its assigns, any owner of any parcel of the above described property, his or her successors or assigns, will have the right to enforce, by any proceeding at law or in equity, all restrictions imposed by the revisions of this instrument. In particular, anyone or more of such persons shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observation of the restrictions and covenants in addition to ordinary legal options for damages.

Failure to enforce any such restrictions or covenants at the time of its violation will in no event be deemed to be a waiver of the right to do so thereafter.

Section VI

The restrictions and covenants set forth in this instrument may be amended by duly recorded instrument executed and acknowledged, if approved by the Architectural Committee composed of Chad Hanson in the event that any plans or specifications are submitted to the Architectural Committee shall either fail to approve or reject such plans or specifications for a period of thirty (30) days following such submission, such plans shall be considered rejected.

Section VII

No breach of any of the covenants or other restrictions contained in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value as to the above described property and any parcel in it; however, that such covenants or other restrictions will be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section VIII

All of the covenants, conditions and other restrictions set forth in this instrument shall continue and be binding on all the Declarant and the owners of the above described property and on their successors and assigns for a period of ten (10) years from the date this instrument is filed of record in McLennan County, Texas and automatically extended thereafter for successive one (1) year periods, provided, however that the owners of legal title to the lots having more than sixty (60) percent of the total front footage of lots shown on the recorded plat may release all of the lots restricted by this Declaration from any or more of said restrictions at the end of the first ten (10) year period or at the end of any successive one (1) year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purposes and filing the same for record in the manner then required for the recording of instruments affecting real property at least ninety (90) days before, the termination of said restrictions, covenant or declaration.

Section IX

Invalidation of anyone of these covenants or restrictions by Judgement or Court Order will in no way affect any other provisions, which shall remain in full force and effect. Enforcement of restrictions will be by the Developer until the Developer has no material interest (lots owned) then any owner of any one lot may seek relief for deed restriction violations in a court of law.

Executed by Chad Hanson this _____ day of _____

By: _____

THE STATE OF TEXAS

COUNTY OF MCLENNAN

This instrument was acknowledged before me on this the _____ day of _____, 2011.

Notary Public, State Of Texas