

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF ASHEMORE

THE STATE OF TEXAS
COUNTY OF ELLIS

KNOWN ALL MEN BY THESE PRESENTS:

This Declaration is made this the _____ day of _____, 2001, by Ken Pritchett Properties, Inc. hereinafter called "Developer".

ARTICLE I Construction of Improvements and Use of Lots

Section 1. Special Construction Requirements. All homes under construction must have a temporary portable latrine on site prior to foundation. All sites must be graded prior to foundation with foundation pads and drainage set to protect adjacent property owners. Another grading shall occur after the foundation is poured back filling all ditches and establishing drainage. Special care must be used to protect water valves, cut-offs and utility boxes. All excess brush and trees must be removed at the time the lot is first graded and prior to the foundation work. No trash can be burned on site. Trash must be contained in piles circled by 3/8" material in 4x8 sheets. Builders must apply for an EPA N.O.I. at the permit time and file an EPA N.O.T. when finalized. Homeowners will be responsible for silt run off and lot maintenance when accepting title to their lot.

Section 2. Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two (2) stories in height, and a private garage, as provided below.

Section 3. Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or not more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 4. Garages. The garage door of any house or residence within Ashemore covered by these restrictions must open on the side or at the rear of the house or as otherwise approved by the Architectural Control committee. Street view into garage must be limited by angle, with a 6' minimum screening wall of fences, shrubs, or wing walls. Each residence must have a minimum of two car garage. On corner lots, no side entry garage may open to the side street except where an enclosing brick fence with 10 - 12 foot ironwork gate is erected to shield the view, and it must be approved by the architectural committee.

Section 5. Restriction on Resubdividing. None of the lots shall be subdivided into smaller lots.

Section 6. Driveways and Sidewalks. All driveways and sidewalks shall be surfaced with concrete. Unless otherwise approved in writing by the committee, all driveways shall be side or rear approach. On corner lots, side approach driveways will not be approved where the garage

faces any street. On corner lots, the garage may face the opposite side from the side street, or face the rear of the lot. It is the intent that all garages will face the south or east, and be overall conform to the east and south standard, so that the approximate 30' side yard for a garage, and the 10' normal side line for the house will add up to 40' between each house. The purpose of this requirement is to keep homes from being 20' apart. Sidewalks are required to be 4' wide with a provision that the sidewalks be 6' wide where the mailbox is located. Sidewalks are to be located next to the curb and attached with steel to the back of the curb. The maintenance and upkeep of the sidewalks and mailboxes are the sole responsibility of the homeowner. The county is not responsible for maintaining sidewalks and mailboxes located on county property.

Section 7. Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer, storage building, or mobile home of any kind (except children's playhouses, dog houses, greenhouses, and gazebos), may be placed on a lot except within the back yard in an area fenced and private. These uses cannot be placed anywhere on the side yards. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected. Such buildings shall be approved by the architectural control committee prior to their placement.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked in the driveway or front yard of any dwelling or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side yards of any residence. Such equipment or vehicles may be stored in the rear yard within a fence and concealed from all neighbors view. Architectural control committee approval is required before the placement of any of this equipment. Provisions must be made for the concealment of oversized and overly tall equipment. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight within the addition except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports inflammatory or explosive charge may be kept in the Addition at any time.

(e) No structure of a temporary character, such as a trailer, basement, tent, shack, barn, or other out-building shall be used on any property at any time as a dwelling house; provided, however, any builder, with the prior written approval of the Committee, may maintain and occupy a model home, sales offices, and construction trailers during the construction period.

(f) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Addition.

(g) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any property in the Addition except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes, or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than a total of four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification with the City of Midlothian.

(h) No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Committee and, unless otherwise expressly permitted by the Committee, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. All incinerators, or other equipment for the storage or other disposal of such material shall be kept clean, and may be stored on lots during construction so long as construction progresses without undue delay.

(I) No individual water supply system shall be permitted in the Addition.

(j) No garage, trailer house, or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the Committee in writing) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(k) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. No cooling equipment shall be installed on the front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (to the extent reasonably practicable) be visually screened from the street and adjoining lots and must be located in areas acceptable to the Committee.

(l) Except with the written permission of the Committee, no antennas shall be permitted in this Addition except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure except for the small satellite dishes which may be mounted in the rear yard, out of the visibility line of

adjacent neighbors, and with the written permission of the Committee. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting systems.

(m) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in the subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold if such builder has received the prior written approval of such use from the Committee. Nothing in this paragraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(n) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon. All buildings must be enclosed within the back yard. Such buildings must maintain similar architecture to the main residence and be approved by the architectural control committee. Overly tall or unusual buildings will not be approved by the committee.

(o) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(p) No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Committee and may be required by the Committee to be removed, in the sole judgment of the Committee, same are found to be inconsistent with the high standards of the Addition.

(q) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of the streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment, yard equipment and storage piles.

(r) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Addition.

(s) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street. No vehicles can remain on the street overnight.

Section 7. Minimum Floor Area & Width. Minimum width of the house and garage measured at parallel to the fronting street, shall be no less than 64 feet. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than twenty four hundred (2,400) square feet.

Section 8. Building Materials; Exterior Items and Surfaces. The total exterior wall area, except windows and doors, of each building constructed or placed on a lot shall be not less than eighty percent (80%) brick, brick veneer, stone, stone veneer or other material approved by the Committee; provided, however, the front external wall area of the first floor, except windows and doors, of such building buildings shall not be less than one hundred percent (100%) of such materials unless otherwise approved by the Committee in writing. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered by the following shall be excluded from such calculation; gables or other areas above the height of the top of standard height first-floor windows. No plywood shall be used on any exterior wall unless approved by the Committee. Roofing shall be composed of 25 year or better Comp shingles, metal seamed, man-made slate, concrete flat tile, tile, or other materials shall be permitted when approved by the Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the prior approval of the Committee both as to design, materials and location.

Section 9. Side Line and Front Line Setback. Any owners of any lot in this Addition, may, through these Restrictive Covenants and the rights granted herein, enforce any of the building set back requirements or any amendments thereto through any remedies provided herein or by law or in equity. The minimum side yard line cannot be less than ten (10) feet. The final plat of each phase will be the final requirement for set backs for each phase.

Section 10. Fences and Walls. Any fence or wall must be constructed of masonry, steel, brick, stone, iron work, wood or other material approved by the Committee. Wood fences must have metal support poles. Retaining walls must be constructed entirely out of materials approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front or side next to a street building line of any residence. Fences or walls erected by Declarant shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner. No portion of any fence shall extend more than eight (8) feet in height.

Section 11. Sidewalks. All sidewalks shall conform to City specifications and regulations. Front sidewalks shall be connected to the curb and shall be four (4) feet wide except where a mailbox is set. The sidewalk shall be rounded back where the outer boundary clears the box or obstruction (lights, street signs), four (4) feet in any direction.

Section 12. Mailboxes. Mailboxes shall be constructed of brick, masonry, or other material approved by the Committee and shall be of standardized construction and appearance, similar to other mailboxes in the Development. Mailboxes shall be arranged as gangboxes if, and only if, required by the U.S. Postal Service. (see sidewalk clearance. #11)

Section 13. Commencement of Construction. Each residence constructed on each lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval by the Committee of the plans and specifications prepared in connection with such construction. It is the desire of the developer, that each lot would be built on within one year from the time of purchase. No hard time limit is imposed upon the start of construction, provided original purchaser or his successor has paid the maintenance fees in a timely manner and maintained the lot in a clean and mowed manner. Purchaser agrees to sell the lot back to the developer at the original price if the lot has not been maintained in a manner agreeable to the next door neighbors and general community. See Sec #16 for maintenance fee. It is not the responsibility of the developer to maintain an individual's lot after the closing.

Section 14. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by public utility. See sidewalk restriction for clearance of poles or obstructions.

Section 15. Special requirements: Prior to commencing construction, the foundation plans for each residence shall be approved and stamped by an architect or structural engineer approved by the State of Texas. This requirement will be completed prior to issuing a building permit. A final grade survey will be required which shows a positive drainage and responsible water flow away from the main structure and adjoining homes. Each lot owner will be responsible for insuring their drainage is channeled to the street or normal drainage areas. A budget of \$1,000 to \$1,500 should be considered normal for lot preparation prior to construction. Trees in the construction footprint for both the house and drives, should be cleared and removed from the lot before further construction can occur. Lots may require retaining walls, French drains, and special requirements to insure water drainage is not pooled or allowed onto neighboring lots. Roof pitches will be a minimum on 8/12 or greater over the main span and front roof spans. The rear pitch on a 1 1/2 story or rear porches can be reduced to 6/12 or greater. The primary first floor plate height shall be 10' or taller for 66 2/3% of the area. No plate height under 8' will be acceptable except under special approval or styling accents.

Section 16. Maintenance of lots and maintenance fees for entries. Individual owners of lots will be responsible for maintaining their property in a clean and mowed manner. A maintenance fee of \$12.00 per month will be collected by the maintenance committee. This fee will be credited

to the Ashemore Maintenance Committee for the benefit of the upkeep of the Ashemore entries and features. The Maintenance Committee will have the right to raise or lower this fee to insure proper funds are available without the home owners being overly charged. Individual lot owners are responsible for paying their fee at \$12.00 per month to the Maintenance Committee on a six months billing. The Maintenance Committee will be the developer until 75% of the lots are sold at which time a volunteer home owner group will assume the responsibility of this committee.

Section 17. Completion of Yard, landscaping, sprinkler systems and retaining walls will be required within 90 days of the certificate of occupancy. Buyer should make every effort to have this work completed prior to occupancy. However, grass may be difficult because of the time of year, and can be delayed until the growing season for establishment. Sprinkler systems and landscaping are required in the front yard within 90 days after occupancy.

ARTICLE II Architectural Control

Section 1. Appointment. Declarant shall designate and appoint Architectural Control Committee (herein called the "Committee":) composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about standards within the Addition. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Addition consistent with this declaration.

Section 2. Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensate for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this declaration.

Section 3. Authority. No building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the member of the Committee.

Section 4. Procedure for Approval. Final plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance for the setback lines, garage location or any other requirement set forth in this declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", and returned to the lot owner or his designated representative. If the Committee fails to approve such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed.

Section 5. Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. The Committee encourages the design and construction of European and American Classic architecture homes. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the addition. The Committee shall also have the authority to generally require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 6. Termination; Continuation. The Committee appointed by Declarant shall cease to exist on the earlier of: (a) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (b) the date on which residences have been constructed on all lots in the Addition.

ARTICLE III General Provisions

Section 1. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear five (5) feet of each lot. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 2. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, conveying lots in the Addition, whether specifically referred to therein or not.

Section 3. Lot Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line.

Section 4. Maintenance of Improvements. Subject to the provisions of Article VIII, each lot owner shall maintain the exterior of all building, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls,

windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 5. Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to the lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 6. Term. These covenants, reservations and restrictions shall be binding on all parties and all persons and parties claiming under them, unless an instrument signed by a simple majority (50% + 1 vote) of the then owners of the lots have been recorded, agreeing to changed said restrictions, reservations, and covenants in whole or in part.

Section 7. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 8. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of the land except land in the Addition, and the same shall insure successors and assigns. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser or any portion of the Addition is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 9. Enforcement. The owner of any lot in the Addition shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Addition, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Addition, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition, whether owned by the undersigned, its successors and assignees, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor does any owner, including Declarant, assume the responsibility for taking enforcement action, but rather such action shall be at the option of the owner or Declarant.

Section 10. Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an obligation.

Section 11. Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 12. Addresses. Any notices or correspondence to any owner of a lot shall be addressed to the street address of the lot. Any address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

Section 13. Amendment. Until the sale by Declarant of half of the total number of lots in the Addition to third parties unrelated to the Declarant, the Declarant, its successors or assigns, at its discretion, may abolish or amend the covenants, conditions and restrictions set forth herein in whole or in part. Subsequent to such sale and so long as the Declarant owns at least one Lot, the Declarant may amend the covenants, conditions and restrictions set forth herein with the consent of 51 percent (51%) of the then owners (including the Declarant) of lots (with one vote to be cast for each lot so owned) evidenced by a document in writing bearing each of their signatures.

Section 14. Yards. Grass, weeds and vegetation on each lot in this Addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the developer or its assigns of said Addition may, at its option, have the grass, weeds and vegetation cut when, and as often as necessary in its judgment, and the owners of the property shall be obligated to reimburse the developer or its assignee for the cost of such work.

WITNESS OUR HANDS, this ____ day of _____, 2000, by
_____. Kenneth G. Pritchett, Ken Pritchett Properties, Inc.

THE STATE OF TEXAS, COUNTY OF ELLIS,
Before me, the undersigned authority, on this day personally appeared Kenneth G. Pritchett, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the owner of the above-named business and that he signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on _____.

Notary Public in and Ellis County, Texas