

STATE OF TEXAS

COUNTY OF FREESTONE

KNOW ALL MEN BY THESE PRESENTS:

**RESTRICTIONS FOR SOUTHERN OAKS SUBDIVISION
PHASE I**

That CHAMBERS DEVELOPMENT CO. a Texas Corporation, acting herein by and through its duly authorized officers, hereinafter called "Developer," being the owner of all that certain tract of land out of the D. Bratt Survey, as platted of Record in Cabinet B, Envelope 39, of the Plat Records of Freestone County, Texas, do hereby impress all of the property included in the above named subdivision with the following restrictions:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by CHAMBERS DEVELOPMENT CO. INC. (and/or by its designees, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property ; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for a high type of quality of improvements on said property and thereby to enhance the value of investments made by purchasers of lots therein.

The undersigned, the Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequences of its enactment and enforcement of, or failure to enact or enforce minimum standards for any improvements, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. The Committee may, as a condition to its approval, make any requirements in its judgment that is deemed proper, including the following requirement:

A. That the mobile home or camper unit must be in good repair and of an attractive design and appearance.

B. That the mobile home or camper must be manufactured of a design, appearance and quality comparable to those built by a commercial manufacturer.

C. Water service must be connected and a approved septic system must be installed before any mobile home, travel trailer (unless self-contained) or house is occupied, even though used for camping only.

3. No residence, outbuilding, structure, fence or construction of any kind shall be constructed, erected or placed on any lot in this subdivision until the building plans, specifications and plot plans showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision. The original Architectural Control Committee will be chaired by GARY D. DOUGLAS. The committee so constituted may at any time, but no later than January 1, 1995, transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in subdivision duly selected by democratic process by all of such lot owners.

4. All lots shall be known and described as lots for residential purposes only, save and except lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 1 and lots 1, 2, 3, 4, 5 and 6 of Block 9 as these lots shall be designated as commercial or residential, and shall comprise the commercial district . Only the one –family residence may be erected, altered, placed or be permitted to remain on any lots or any lot and adjoining fractional part of another lot. The residential lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment house purpose.

No building shall be nearer than five (5') feet to either the side or rear property lines nor shall any building be nearer than (15') feet of the front or street side property lines on all the following lots: All lots in Block One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11).

5. No building shall be nearer than five (5) feet to either the side or rear property lines nor shall any building be nearer than twenty (20') feet of the front or street side property lines on all the following lots: All lots in Block Twelve (12), Thirteen (13), and Fourteen (14).

An easement with right of ingress and egress is reserved in all the above named buildings set- backs of five (5') feet, fifteen (15') feet, and twenty (20') feet on each lot for utility installations, service and maintenance, including the right to keep same cleared of shrubbery and trees. Said easement are for construction, and perpetual maintenance of conduits, poles, wires, guy lines as necessary and fixtures for electric lines, gas lines, telephone lines, water lines, sewer lines, sanitary and storm sewers, road drains and other public or private utilities. Wires, cables or crossarms may extend over portions of said lot not within the easement so long as it does not hinder the construction of buildings.

6. All permanent homes shall contain not less than 720 sq. feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways, or garages and must be built on a lot or lots containing six thousand (6000) sq. feet or more. Permanent mobile homes may be placed on and used on any lot in the Residential District but shall not be less than 14 feet

wide and 40 feet long, exclusive of open or screened porches, breezeways or garages. All residences, mobile homes or modular type homes must be underpinned within 90 days of setup on any lot. Approved recreational vehicles may remain on any lot for temporary use so long as the same has been approved by the Architectural Control Committee in writing.

7. No residence of "box" or "sheet metal" construction shall be erected, placed or permitted to remain on any lot nor shall any structure of a temporary character be used at any time as a residence. Outbuildings, such as storage buildings, may be constructed of "sheet metal" if the materials and the specifications for construction are first approved in writing by the Architectural Control Committee.

8. No old or existing house, prebuilt or prefabricated house or structure, mobile home or modular type home shall be moved, placed or maintained on any lot without prior written approval of Architectural Control Committee.

9. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two coats of good quality paint. No metal roofs shall be used unless approved by the Architectural Control Committee.

10. All exterior walls must be completed and painted as required and roof must be completed within ninety (90) days after the start of construction. Outside storage of building supplies on any lot in the subdivision shall be permitted only during said ninety (90) construction period.

11. All lavatories, toilets and bath facilities shall be completely installed before the residence is occupied.

12. All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of the State and Local Health Authorities and no "outside" or surface toilets shall be permitted under any circumstances. The installation of septic system on all lots in Blocks 11, 12, 13 and 14 and lots 1, 2, 3, and lots 11 through 20 of Block 9 shall be governed by the Tarrant County Water Authority. All other lots in the subdivision shall be subject to follow standards and restrictions :

A. Prior to the installation of a septic system on any lot or lots the owner must obtain a percolation test performed by a licensed engineer for the State Of Texas or some other person or entity granted authority by the Texas Department of Health or Texas Department of Water Resources to perform percolation tests and the results of such tests shall be supplied to the Architectural Control Committee prior to the installation of a septic system.

B. The installation of septic systems on any lot or lots shall be made in accordance with and governed by the guidelines set forth in the Texas Department of Health publication "Construction Standards for Private Sewage Facilities" adapted by the Texas Board of Health and each system shall meet the minimum standards as set forth therein based upon the results of the percolation tests required above.

C. Each lot owner shall obtain the prior approval of the Architectural Control Committee of the plans and specifications for the installation of a septic system which approval will not be denied if the plans and specifications comply with the minimum guidelines set forth in the publication "Construction Standards For Private Sewage Facilities" or a successor publication adapted by the Texas Department of Health or the Texas Department of Water Resources.

13. No water well shall be drilled upon any of the said lots by owners thereof as long as water for domestic uses shall otherwise be available to the owners of said lots. Water for domestic use as herein used shall be defined as sufficient water to satisfy the customary and ordinary requirements of a residential household for drinking, bathing, cooking, washing and operation of the sanitary facilities. Nothing herein contained shall be construed as prohibiting the said "Developer," its successors or assigns or nominees, from drilling a well or wells on the reserved area of any lot in said subdivision for the purpose of supplying water to the owners of any property in said subdivision or in any addition thereto.

14. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with other property and the community at any particular time. At no time shall junk cars or other inoperable equipment be stored on the lot. Upon the failure of the lot owner to keep the premises in a clean and orderly condition, the "Developer," its successors or assigns may have the lot cleaned, or junk cars and equipment removed and the cost or expense thereof shall be payable by the owner of said lot, to the "Developer," its successors or assigns.

15. No pits holes or other excavations shall be dug on any lot except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

16. No lot may be subdivided for any reason except that nothing herein contained shall prevent the "Developer" from subdividing lots prior to their initial sale.

17. Notwithstanding anything to the contrary contained herein, the "Developer" reserves for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign on any lot.

18. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot, except that one (1) sign containing not more than three (3) square feet of surface area may be displayed for the sale of a

dwelling house and lot, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.

19. Domestic animals such as dogs, cats, and other animals customarily maintained for domestic purposes may be maintained on the premises with the exception that no fowl, nor hogs, nor sheep, nor goats, nor horses nor cattle of any breed or variety may be maintained on the premises at any time for any purposes, including a temporary holding period. All animals allowed by these restriction to be maintained on the premises must be kept and maintained in a sanitary non- odorous and inoffensive condition at all times and shall be restrained in such a matter so as to not be a nuisance to the neighborhood. But nothing herein contained shall anything be construed as allowing the operation of any dog or cat kennel.

20. No noxious or offensive activities shall be carried on upon any lot, nor shall be done thereon which may be or become an annoyance or nuisance to the neighborhood.

21. No hunting or discharging of firearms shall be permitted on any lot or any part of this subdivision.

22. Lots one (1) through eight (8) of Block One (1) and Lots one (1) through six (6) of Block Nine (9) shall be known as commercial and residential lots; those lots shall be designated as being in the commercial district.

Any lot in the commercial district may be utilized as a residential lot and shall in that event be subject to all restrictions and covenants set out above for all other lots in the subdivision save and except that all lots in the commercial district shall be restricted against all mobile or prefabricated type homes and recreational vehicles.

When used commercially, all buildings and types of businesses located on the lots comprising the commercial district must have written approval from the Architectural Control Committee before any construction or business activity is begun on said lots

23. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from doing so or to correct such violations or to recover damages or other relief for such violations. Invalidation of any one or any part of these restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provision which shall remain in full force and effect.

24. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; at the end of such period, said restrictions

and covenants shall automatically be extended for successive periods of ten (10) years unless, by vote of three-fourth (3/4) majority of the then owners of the lots in said lots in said subdivision (each lot having one (1) vote) taken prior to the expiration of the twenty-five (25) year period and filed for record in said County, it is agreed to amend or release same.

25. An assessment is hereby made of SIX DOLLARS (\$6.00) per month per lot to each owner of only one lot and an assessment of FOUR DOLLARS (\$4.00) for any number of lots in excess of one, payable annually on the first (1st) day of January of each year. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year.

The assessment is payable to the ARCHITECTURAL CONTROL COMMITTEE at its office in Freestone County, Texas or at such other address as may be fixed by the ARCHITECTURAL CONTROL COMMITTEE. Such charges and assessments to be secured by an assessment lien upon said lots if not paid within sixty (60) days of the due date and such assessment lien may be imposed and foreclosed by the Architectural control committee in whom such authority is hereby vested or its successors or designees including any homeowners association formed by the functions of the ARCHITECTURAL CONTROL COMMITTEE.

The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the properties and facilities of the of the subdivision or for Community improvements thereon, including but not limited to the construction and reconstruction, improvement and maintenance of roads, swimming pool, clubhouse, parks, and other improvements and for the security system's patrol or guards at said subdivision and for such other uses as may be approved by the ARCHITECTURAL CONTROL COMMITTEE.

The assessment charges may raised by a majority vote of owners of lots in subdivision duly convened for that purpose.

Such assessment charge shall extend for the for the life of these restrictions and covenants, shall be extended automatically at the same time the restrictions and covenants may be extended, and shall terminate upon the termination or release of said restrictions and covenants as herein above provide.