



**AMENDED COMBINED DEED RESTRICTION FOUR CORNERS ESTATES SUBDIVISION  
PHASE ONE, TWO, THREE, AND FOUR**

real Property Records of Polk Count, Texas, and "Four Corners Deed Restrictions" dated September 18, 2009 (Adjacent 2.945 Acres) recorded in Volume 1716, Page 601 of the real Property Records of Polk County, Texas and "First Amended Deed Restrictions Four Corners – Phase Three dated February 18, 2010 recorded in Volume 1735, Page 563 of the real Property Records of Polk County, Texas, "The Park at Four Corners Deed Restriction" dated October 1, 2014 recorded in Volume 1973, Page 497 of the real Property Records of Polk County, Texas, and Amendment To Deed Restriction Yearly Assessment dated January 5, 2016 recorded in Volume 2028, Page 868 of the real property records of Polk County, Texas.

B. FCEPOA desires to amend and supplement the First Declaration, the Second Declaration, and the Amended Declaration for Phase One and Two, the First Declaration for Phase Three, the adjacent 2.945 Acre Declaration, and the Amended Declaration for Phase Three, the Park at Four Corners Declaration and the Amendment To Deed Restriction Yearly Assessment as follows and shall supersede all other previously recorded Four Corners Estates Deed Restrictions:

C. 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, the FCEPOA hereby declares that all the real property situated within Four Corners Estates Subdivision, Phases One (I), Two (II) Three (III) and Four (IV) and the adjacent 2.945 acre lot and each part thereof shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions (Deed Restriction), 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.

D. FCEPOA New Construction/Modification/Restrictions Committee will supervise and enforce the following covenants and restrictions during the period of sale, building, development and any additional enhancement of the aforementioned properties. The Committee consists of the Board "Member At Large" (chairperson) and at least four other FCEPOA members appointed by the board of directors/officers, one from each phase if possible.

E. FCEPOA has the responsibility and authority for maintaining and supervising the 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 lot/tract in Four Corners subdivision must have the design and specifications approved by the New Construction/Modification/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 lot/tract without prior approval from the New Construction/

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Modification/Restrictions Committee. Not more than one single family residence per lot/tract will be allowed, except on lots/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, house trailers, portable homes or modular homes will be allowed on any lot/tract within the Four Corners Estates subdivision. No residence will contain less than the following square feet of enclosed living area excluding garages and porches:

- a. Phase One (I) and Two (II) and adjacent 2.945 acre - 1,600 SQ. FT.
- b. Phase Three (III) -1,800 SQ. FT.
- c. Phase Four (IV) The Park - 1,500 SQ. FT.

2. The exterior walls of any residence shall consist of not less than 70% brick, stone, rock or such materials that when combined yields a "stucco" finish, except Phase Four (IV) The Park shall consist of not less than 70% of the front and sides of the residence. 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 New Construction/Modification-/Restrictions 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 lot/tract nearer to the front or side street lines than 100 feet. In cases where the shape of a lot/tract may make this impractical, a variance from this restriction by the New Construction/Modification/Restrictions Committee may be requested. No variance is permitted until granted in writing by the New Construction/Modification/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 lot/tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste will not be kept on any lot/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 lot/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 any said property shall be arranged and maintained in an orderly manner on the rear one-third (1/3) of said property, will be properly covered and will be allowed. Lots/ tracts must be maintained by owners and vegetation maintained that no lot/tract

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is a detriment to the value of adjacent property. The New Construction/Modification-/Restrictions Committee will determine what may constitute a detriment.

5. No noxious or offensive trade or activity will be carried on upon any lot/tract, nor any activity thereon or event that may be or become an annoyance to the other owners and/or residents within the subdivision. This restriction shall not preclude the Developer from conducting the business of developing and selling lots situated within the subdivision to the general public.
6. All boats, recreation vehicles shall be parked either in garages, on concrete/asphalt driveways, or stored behind homes or fencing, utility trailers and farm equipment shall be stored behind homes, stored behind fencing or stored in garages/shops/barn and in a manner that does not detract from the property or the adjacent property.
7. All fences must be approved by the New Construction/Modification/Restrictions Committee before construction. All fences will be well maintained and not allowed to detract from the property. Fences in front of the primary residence shall be height restricted to five (5) feet or less. No chain link, privacy/solid panel, barbed or T-post fencing will be allowed in front of the primary residence.
8. No building or structure will be occupied or used until the exterior thereof is completely finished. Each habitable structure on the lot/tract within the Four Corners Estates subdivision 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, on any lot/tract within the Four Corners subdivision.
10. Easements are reserved along the rear property line, side property lines and along the front property line of all lots/tracts in the Four Corners Estates subdivision 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, as indicated below. These easements shall also extend along any side and rear property lines in the case that the original lots/tracts are fractured into multiple, smaller lots/tracts.
  - a. Phase One (I), Phase Two (II) and Phase Three (III), and adjacent 2.945 acre – within sixteen (16) on the rear and side of the property lines and twenty (20) feet along the front property line.
  - b. Phase Four (IV) The Park – within eight (8) feet on the rear and side of the property lines and sixteen (16) feet along the front property line.

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11. No permanent structure will be placed or constructed on the property shall be located within the one hundred (100) year flood zone.
12. In no event will any lot, tract or piece of property within the Four Corners Estates subdivision be used for any business purpose. Hunting of any kind is expressly prohibited on or from any lot/tract within the subdivision.
13. No billboard or advertising will be placed on the property or any lot/tract within the Four Corners Estates subdivision other than standard for sale signs. Satellite dishes and Television antennas shall be attached only to the rear of the house or placed in the back yard manner that is not visibly detrimental to the area. LP gas tanks shall be located on the side or in the rear of the home and must be screened to streets or neighbors.
14. Clothes will not be hung and/or dried outside the home on lines, fences, or similar structure, 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/tract and are not allowed to run free through the streets or throughout the subdivision. If a property owner allows their pet(s) to roam free on a continual basis, the New Construction/Modification/Restrictions Committee has the authority to have the pets picked up without notification to its owner. If the pets are returned to their owner, it will be at the expense of the pets' owner. Pit bull dog breeds are expressly prohibited within the Four Corners Estates subdivision.
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 or for commercial purposes. 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 (FFA) Program, except chickens may be kept on lots/tracts of five acres or more, but each lot/tract shall be restricted to one chicken per acre. However, despite the sponsorship of any of the before-mentioned program, swine, goats, sheep or fowl may never be kept on the property in commercial quantities or for a commercial purpose. Similarly, no animal(s) may be maintained on the property in a manner that would depreciate the value of any lot/tract or property within the subdivision.
17. Equine animals, such as horses and donkeys, may be kept on lots/tracts of five (5) acre or larger within the subdivision, but each lot/tract shall be restricted to two (2) equine animals (including all classes if equine animals) for every five (5) acres of land.
18. Each residence must have a driveway. Driveways must be installed within sixty (60) days following occupancy of home. The driveway to the primary residence shall be constructed of concrete or asphalt. Secondary driveways and parking areas may be constructed of concrete, asphalt, rock, gravel or other hard surface material. Culverts must be approved by the County Commissioner and must be installed in accordance with the policies of Polk County, Texas.

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19. Any outbuilding, including, but not limited to, shops, barns, and storage buildings, located on a lot/tract within the subdivision, 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 twenty (20) 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 lot/tract nearer to the front or side street property lines than one hundred (100) feet nor nearer than twenty (20) feet to any side property line. No outbuilding shall be larger than two thousand (2,000) enclosed square feet. Outbuilding may not be placed on any lot/tract within the subdivision prior to pouring the foundation of the lot's/tract's respective home site. Owners with adjacent lots/tracts that have structures, building or other improvements erected without a primary residence on those lots/tracts, must sell the lot/tract with the primary residence or restore the adjacent lot to the original condition prior to the lot/tract being sold separately.

20. No residence will be placed or erected on any lot/tract nearer than fifty (50) feet to the front property line nor nearer than twenty (20) feet to any side property line, except lots/tracts in Phase Four (IV) The Park will be thirty (30) feet to the front and ten (10) feet to the side property lines. Corner lots/tracts shall have two front yard setbacks, the front yard setbacks being defined by frontage to any street within the subdivision.

21. The front of the primary residence must face the public right-of-way or street, or in the case if a corner lot/tract, the residence must face one of the two public right-of-ways or streets.

22. Re-platting or subdividing of any lot/tract within the subdivision must be in accordance with the Rules and Regulations of Polk County, Texas, and all deed restrictions herein will apply to each lot/tract created as a result of subdivision of any lot/tract. No lot/tract within Four Corners subdivision shall ever subdivide to be less than one contiguous acre.

23. Standby Electric Generators - All Standby electric generators must be screened from public streets. Generators may only be used during periods when power is unavailable or intermittently available from the utility. Periodic testing of the generator will be permitted during daylight hours.

24. Solar Energy Devices – Are permitted on the roof of the home or outbuilding or in a fenced yard or patio. If mounted on the roof of the home or outbuilding the devices shall not extend higher than or beyond the roofline and must conform to the slope of the roof. Frames, support brackets, or visible piping or wiring must be silver, bronze, or black tone commonly available in the marketplace. If located in a fenced yard or patio, the devices must be no taller than the fence line.

25. Each lot/tract in the subdivision, excluding the Unrestricted Reserve "A" in Phase Three (III) and the adjacent 2.945 acre lot shall be and is hereby made subject to an annual maintenance assessment. The annual maintenance assessment referred to shall be used to create a fund to be known as the "Maintenance Fund". The annual maintenance assessment shall (except as otherwise hereinafter provided) be paid by the owner of each lot annually, in

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advance with the first payment being due and payable on the date each owner acquires title to a lot (being only for the remaining portion of the calendar year in which the owner acquires such title). Following payment of the annual maintenance assessment, 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 acquired title to their lot. The maximum amount of the annual maintenance assessment shall be three hundred dollars (\$300) and may not be increased without a vote of the majority of the owners of lots herein made subject to the annual maintenance assessment.

26. The annual maintenance assessment fees collected shall be paid into the FCEPOA's Maintenance Fund to be held and used exclusively for the benefit, directly or indirectly, of the Four Corners Estates subdivision. The Maintenance Fund may be expended by FCEPOA for any purpose or purposes that will likely maintain the property values within the subdivision, including, but not limited to: providing for the maintenance and repair of FCEPOA property, enforcement of the provisions of this instrument, and for the maintenance, operation, repair, benefit and welfare of any FCEPOA recreational facilities within the subdivision. Annual maintenance assessments 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 FCEPOA shall be entitled to receive reasonable collect fees and attorney's fees for the collection of any delinquent annual maintenance assessment. For nonpayment of the annual maintenance assessment the FCEPOA shall file an Assessment Lien with the county as legal instrument affecting title to real property. Said lien shall be deemed subordinate to the lien or liens 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 construction (including improvement) and/or permanent financing of improvements on any such property. The interest, collection charges and attorneys' fees shall be secured in like manner as the annual maintenance assessment.

27. If the owner of any lot/tract in Four Corners Estates 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.

28. These Combined Deed Restrictions may be amended at any time and in any respect with the approval of at least fifty-one (51) percent of the owners of lots/tracts within the Four Corners Estates Subdivision, Phase One, Two, Three and Four. Amendments may be necessary to (i) bring any provision into compliance with any applicable governmental statutes, rule, regulation or judicial determination; (ii) 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 (iii) as necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, any amendment pursuant to clauses (i), (ii) and/or (iii) immediately above must not have a material adverse

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effect upon any right of any property owner within the subdivision. Any amendment to the Deed Restrictions shall be effective upon recording.

29. These Combined Deed Covenants and Restrictions will be binding upon the Purchaser, his successors, heirs and assigns and are for the benefit of the entire Four Corners Estates 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.

As amended hereby, the Combined Deed Restrictions set forth in this Declaration shall supersede all previous Four Corners Estates Deed Restrictions and are ratified and confirmed as in full force and effect. EXECUTED as this 17 day of MARCH, 2016.

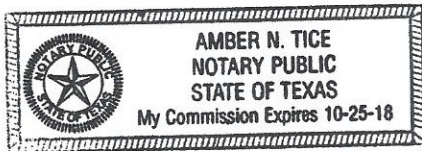
Four Corner Estates Property Owners Association,  
A Texas Non- profit Corporation

By: Allen W. Borchers  
Allen W. Borchers  
Director - President

STATE OF TEXAS }

COUNTY OF POLK }

This instrument was acknowledged before me on March 17, 2016 by Allen W. Borchers, President Four Corners Estates Property Owners Association.



Amber N. Tice  
Notary Public, State of Texas



103-2037-582

2016-2037-582

FILED FOR RECORD  
2016 MAR 17 PM 3:35

*Schelana Hock*  
SCHELANA HOCK  
POLK COUNTY CLERK

*JC*

STATE OF TEXAS )  
COUNTY OF POLK)

I, SCHELANA HOCK hereby certify that the 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.

MAR 17 2016



*Schelana Hock*  
COUNTY CLERK  
POLK COUNTY, TEXAS

✓ FCEPOA  
671 WESTRIDGE PARK  
LIVINGSTON, TX  
77351

