

RESTRICTIVE COVENANTS APPLICABLE TO
STONEBRIAR SUBDIVISION

FILED FOR RECORD ON THE 4th DAY OF APRIL, 1997
 RAINS COUNTY, TEXAS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF RAINS)

That the undersigned, being the owner of property described in Exhibit "A" attached hereto and incorporated herein for all purposes, platted as the STONEBRIAR SUBDIVISION, filed on March 12, 1997 in Volume 5, Page 93, of the Plat Records of Rains County, Texas, do hereby restrict the use of said property as hereinafter set out, which restrictions shall be binding upon the owner of or any purchasers of said lots, their heirs, successors, administrators, or assigns, and said restrictions shall be covenants running with the land, to-wit:

- 1) Subject to the provisions of numbered paragraph 7 hereof, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private residence, a private owner or occupant. Notwithstanding anything herein to the contrary, no modular-type housing, mobile homes, or manufactured homes shall be allowed on the premises as a single-family residence or otherwise.
- 2) Subject to the provisions of numbered paragraphs 6 and 7 hereof:
 - a) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick and inside structural materials);
 - b) No tar paper type roof or tar paper type siding materials will be used on any structure;
 - c) Any metal roof must be colored (either painted or baked on); galvanized steel has to be the type designed for residential homes.
 - d) All metal outbuildings (i.e., garages, boat houses, storage buildings, barns, etc.) must be colored (either painted or baked on); corrugated galvanized steel of agricultural design will not be allowed.
 - e) The exterior of any building except brick or stone buildings must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. No natural drainage shall be altered.
 - f) No building exceeding two (2) stories in height shall be erected on any lot. Each residential building, subject to paragraph 6 and 7 hereof, shall have a minimum floor area of 1,800 square feet, exclusive of porches, stoops, open or closed carports, patios, or garages.
- 3) Fences shall be permitted to extend to the side and back lot lines and to no less than five (5) feet of the front lot lines, but without impairment of the easements reserved and

granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the lot owner or purchaser and not the utility company.

4) No building shall be located nearer to the side street line than fifteen (15) feet or nearer to the side lot line or rear lot line than ten (10) feet, or nearer to the front lot line than twenty-five (25) feet.

"Side lot line", as used in this paragraph, in respect to any or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least fifty (50) feet at the narrowest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum set back requirements.

5) a) No animals or birds, other than household pets, shall be kept on any lot under five (5) acres.

b) On tracts of five (5) acres or more, animals (except pigs) in numbers not offensive will be allowed. All buildings to house livestock must be approved by the architectural committee.

6) Except as provided below in regard to camping, no outbuilding, boathouse, toolhouse, basement, or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted.

Camping on lots shall be limited to:

a) Use of campers, camping trailers and motor homes which shall be of good appearance and in good repair is authorized as hereinafter set forth. If they are to be left unattended on any lot for more than the time designated herein, they must be collapsed to their road travel position.

b) Campers, camping trailers and motor homes shall be limited to no more than twelve (12) days out of every one hundred (100) days; however, said camper, camper trailer and motor home cannot and shall not be used as a permanent residence during any period. No camper trailer shall be left unattended for more than twenty-four (24) hours without being collapsed to its road travel position.

7) Easements are reserved along and within ten (10) feet of the rear lines, front lines, and side lot lines (as defined in paragraph 4) of all lots in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, and to cut and/or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines; with right of ingress to and egress from and across said premises to employees of said utilities.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

- 8) Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date.
- 9) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, or for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or any other debris, and refrigerators and other large appliances shall not be placed outdoors. The Architectural Control Committee, their agents and assigns shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
- 10) No lot which is under a contract of sale then in force, with the undersigned being the seller hereunder, may be subdivided without the consent of the undersigned, their heirs, successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, their heirs, successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without prior written consent of the Architectural Control Committee.
- 11) Any lot or tract of land sold by Deed shall be divided or partitioned only one time.
- 12) No hunting or discharging of firearms shall be permitted on any lot or in any part of the Subdivision.
- 13) All lots must be mowed and neatly maintained at lot owners expense. If lot is not maintained, the Architectural Control Committee may mow lot for them and charge lot owner a reasonable fee for such work.
- 14) No commercial sewage disposal shall be allowed.
- 15) Architectural Control. No residence, garage, building, fence, wall or other structure shall be erected, placed, or altered on any Lot in Stonebriar Subdivision until copies of preliminary sketches, location sketch and cost estimates, and thereafter, when available, copies of final plans, sketch of location on the Lot, and cost estimates have been presented to and approved by the Architectural Control Committee (as such is provided for hereinafter), as to quality of materials and workmanship, as to harmony of exterior design and materials (including color) with existing and proposed structures, as to size and location on Lot, as to topographical location on Lot, as to adequacy of storage space for yard tools, boats and related equipment, yard furniture and all vehicles, and in general as to all matters of composition, style, and construction which in any way effect the general esthetic continuity of Stonebriar Subdivision. The approval or disapproval of the Architectural Control Committee as herein required shall be in writing. In the event such Committee fails to approve or disapprove the submitted plans, sketches and estimates within fifteen (15) business days after their actual receipt by the Committee, and if no written disapproval has been transmitted to the owner and if no suit to enjoin the erection and construction has been filed, it shall be deemed that the submitted plans, sketches and estimates and other data herein required have been approved by such Committee.

If a variance as to anything contained in this paragraph is requested i.e., as to the building material restrictions or location on the lot the Architectural Control Committee is authorized to grant or deny such request and its decision and the reasons thereafter shall be produced in writing by the Committee and given to the applicant.

16) Architectural Control Committee. An Architectural Control Committee is hereby created and endowed with the powers conferred upon it by the various provisions of this instrument. The committee members of said Committee are J.W. Lightfoot, Velma Lightfoot and Mike Davis. The Committee may act on any matter presented to it by the approval of any two (2) of such members, and the Committee may designate a representative to act for it and on its behalf. In the event of the death or resignation of any member or members of the Committee, the remaining members or member shall have the authority to designate the successor(s). The members shall serve without compensation. The Architectural Control Committee may, at its option, transfer the authority and powers conferred upon it by this instrument to a non-profit corporation controlled by the Lot owners of Stonebriar Subdivision. It is expressly contemplated that within twelve (12) months following the execution and recording of this instrument a non-profit civic association will be incorporated to be governed by the Lot owners in this Subdivision and that the power of election of the Architectural Control Committee may be assigned to said civic association as well as the powers of collection, control and disbursement of the maintenance charge fund which is provided for hereinafter.

17) Liability. Neither DEVELOPERS, nor the Architectural Control Committee, nor the members of said Committee, shall have any liability or responsibility at law or in equity on account of the failure to enforce these restrictions.

18) Annual Maintenance Charges and Assessments. Each Lot in Stonebriar Subdivision shall be subject to an advance annual maintenance charge of one hundred dollars (\$100.00) per Lot, to be paid between the 1st and 10th of January of the year for which said maintenance charge is due. The maintenance charge shall be secured by a lien upon said Lots and is to be paid annually to the Architectural Control Committee or their successors or assigns at a designated bank or lending institution, as Trustee and depository of such funds. The party or parties who hold record title to any Lot or Lots as of January 1 of any calendar year, shall be the party(s) responsible for payment of the charge for said calendar year. Such funds shall be used for the maintenance and upkeep of the streets and common use areas in said Subdivision and for such other purposes as may be deemed necessary or desirable by the Architectural Control Committee or their successors or assigns to maintain or improve the Subdivision in the manner which they considers to be of the greatest general benefit to the owners and occupants of this Subdivision. Said maintenance charge shall continue for the duration of these restrictions.

It is specifically provided that no annual maintenance charge shall be due or payable prior to January 1, 1998.

The Architectural Control Committee shall have a power of assessment for the purpose of meeting any extraordinary maintenance expense (in excess of the total of the maintenance charge fund) or for improvements to the common use areas or for any other reason which will promote the recreation, health, safety and welfare of the residents of the Subdivision. However, such assessment shall require affirmative vote of seventy percent (70%) of the then record Lot owners in Stonebriar Subdivision, at a meeting to be called by the Architectural Control Committee with a minimum

of fifteen (15) days written notice. Said assessment shall be secured by a lien against the Lot(s) against which it is assessed.

It is specifically provided that the lien securing any assessment or maintenance charge provided for herein, shall be subordinate to the lien of any mortgage and any renewals and extensions thereof, if all assessments or charges applicable to the premises covered by such mortgage, and all payments thereon, are current at the time of execution of such mortgage, and all payments thereon, are current at the time of execution of such mortgage.

It is further provided that all unimproved Lots owned by DEVELOPERS shall be free of any annual maintenance fee charge until such time as any particular Lot is sold by DEVELOPERS for individual use. Sale at one time of all or substantially all of the developed Lots owned by DEVELOPERS within the Subdivision shall not constitute a sale to the individual user so as to commence the application of the provision for the annual maintenance charge with respect to such Lots. Any sale by DEVELOPERS to a person, firm or corporation engaged primarily in the residential construction business shall not constitute a sale for individual use until such time as such Lot is again sold for individual use or actually occupied as a residence.

It is further provided that DEVELOPERS shall be responsible for the upkeep and maintenance of all roads and common use areas within Stonebriar Subdivision for a period of one (1) year from the date this instrument is executed and recorded. Any improvements to the Subdivision within said period shall not be the responsibility of DEVELOPERS and shall require an assessment as hereinabove provided.

19) Exterior Maintenance. In the event that the owner of any Lot shall allow same to become unkept and uncared for, or the buildings thereon to become unsightly or in a state of disrepair, exterior maintenance upon such Lot and structure thereon in the nature of mowing, trimming trees, shrubs, hedges and lawns, and painting and repairing structures may be performed by the Architectural Control Committee (or its designee). In the event such becomes necessary, the Committee shall give to any owner of such Lot notice in writing of the need for such maintenance, and of the intention of the Committee to perform such maintenance should owner fail to perform it within fifteen (15) days of the receipt of such notice. The cost of such exterior maintenance so performed by the Committee shall be assessed against the Lot on which such maintenance is done and shall become a lien thereon upon the filing of a statement of facts by the Committee in the Real Property Records of the county in which the land is located asserting a lien under this provision.

20) Modifications. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended, or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by petition of the record owners of at least eighty percent (80%) of the residential Lots.

21) If any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either

a) Violate or attempt to violate any restriction or provision herein, or

b) Suffer to be violated (with respect to the real

property in which person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein, to

- a) Prevent such violation.
- b) Recover damages or other dues for such violations, and
- c) Recover court costs and reasonable attorney's fees incurred in such proceedings.

"Person or entity" as used in the next preceding sentence hereof, shall include, but shall not be limited to all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.

22) Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

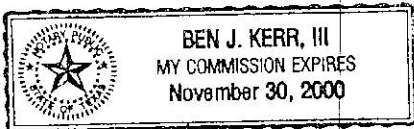
DATED this the 4th day of April, 1997.

J. W. Lightfoot
 J. W. LIGHTFOOT

Velma Lightfoot
 VELMA LIGHTFOOT

THE STATE OF TEXAS)
 COUNTY OF WOOD)

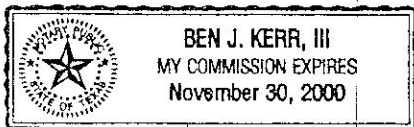
This instrument was acknowledged before me on the 4th day of April, 1997 by J. W. Lightfoot.



Ben J. Kerr
 NOTARY PUBLIC STATE OF TEXAS
 NOTARY'S NAME PRINTED:
 NOTARY'S COMMISSION EXPIRES:

THE STATE OF TEXAS)
 COUNTY OF WOOD)

This instrument was acknowledged before me on the 4th day of April, 1997 by Velma Lightfoot.



Ben J. Kerr
 NOTARY PUBLIC STATE OF TEXAS
 NOTARY'S NAME PRINTED:
 NOTARY'S COMMISSION EXPIRES: