

**• SUBDIVISION RESTRICTIONS AND RESERVATIONS
FOR CANYON PARK, A RURAL SUBDIVISION**

THE STATE OF TEXAS
THE COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS

THAT P. I. ENTERPRISES, INC. is the owner of the lands and premises described as follows:

SECTION 1.

BEING 78.310 acres of land (lots 1 thru 259) and (A-1 thru 13) and (B 1 thru 8) out of the Percy Ingtt 220.671 acre tract in the A. M. De Lajarza Survey, A-43, as described in Vol. 256, Page 728 of the Deed Records of Polk County, Texas.

SECTION 2.

BEING 117.196 acres of land (lots 1 thru 438) in the A. M. De Lajarza Survey, A - 43, and being a portion of a 220.672 acre tract, and a portion of the C. F. Dunnan Survey, A - 221 tract as described in Vol. 267, Page 500 of the Deed Records of Polk County, Texas.

SECTION 3.

BEING 19.31 acres of land (lots 1 thru 56) in the A. M. De Lajarza Survey, A - 43, and being a portion of a 220.672 acre tract, as described in Vol. 256, Page 728 of the Polk County Deed Records.

SECTION 4.

BEING 122.210 acres of land (lots 1 thru 425) in the A. M. De Lajarza Survey, Abst. 43 and the C. F. Dunan Survey, Abst. 221, and being 8.044 acres as described in Volume 256, Page 728, and 114.176 acres described in Volume 267, Page 500 of the Polk County Deed Records.

RESERVATIONS

(1) There shall be reserved the utility easements and drainage easements of said Subdivision, and an easement over all streets and ten feet (10') to either side of the streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-ways, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service herein-after set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement five feet (5') wide from a plane fifteen feet (15') above the ground upward, located adjacent to the said easements reserved hereby.

(2) If any lot owner or person occupying any lot in Canyon Park shall violate or attempt to violate any of the covenants herein, it shall be lawful for Developer P. I. Enterprises, Inc., its successors or assigns, and its agents or employees, at its or their option (but nothing herein shall be construed to require or create a duty upon the part of such developers, its successors or assigns, to so act) to enter upon any lot in Canyon Park and abate such violation without liability therefor, civil or criminal; and any other persons owning any real property located in Canyon Park shall have the right to prosecute any proceeding at law or in equity against the person violating or threatening to violate such restrictions and to either prevent such violations or to recover damages by reason thereof.

(3) There is reserved unto owner, his heirs, administrators, and assigns, and unto the owners of residential tracts in said Subdivision, the areas designated as a "park" on the plat of said Subdivision as community ownership for parking and other community type activities. There shall be a Project Manager, who, for the purposes of beautification and conformity, shall approve any structures or improvements in the same manner as provided for residential tracts. The Project Manager shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or park areas by the public at large, and thereby restrict the use thereof, and in the furtherance thereof, such use shall remain subject to supervision of the Project Manager. Reserves constituting the park areas, as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners herein, and their house guests, to the exclusion of the general public at large, and the maintenance and use thereof shall be under the exclusive control and supervision of the Project Manager.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owner of the said Canyon Park Subdivision, does hereby covenant and provide that he, his heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of, and be enforceable by any person who shall hereafter own any of said tracts of land above described, SAVE AND EXCEPT the park areas which shall not be in any manner restricted hereby unless specifically referred to, and further provided that Owner may select a suitable tract for location of a water well and facilities.

(1) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until June 1st, 2000 A. D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

(2) If any lot owner shall violate or attempt to violate, any of the covenants herein, it shall be lawful for the undersigned Owner, his heirs, administrators, or assigns, to enter and abate such violation without liability; or any other persons owning any real property situated in said Subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing or to cause to be removed, such violations, or to recover damages for such violations. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

(3) No building shall be erected, placed or altered on any building or mobile home tract in this Subdivision until the plans, specifications, and plat plans showing the location of such building or mobile home and skirting have been approved in writing as to conformity and harmony of external design with the existing structures in the Subdivision, and as to location with respect to topography and finished ground elevation by the Project Manager, or by a representative designated by the Project Manager.

(4) The Project Manager shall have the same authority over park and public areas, and no structure or improvement shall be placed thereon except as a community project and upon the approval of the Project Manager.

(5) Garbage depositories, clothes lines, LP Gas storage tanks and mobile home tongues on every site must be enclosed and hidden from view of all residents in Canyon Park.

(6) No outside privies, or toilets, shall be permitted in this Subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system, if there is one in existence at such time to serve the Subdivision. If no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract. Such septic tank shall have a field line, shall be constructed and maintained in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of such authority. Further, whenever a central sewage treatment plant and disposal system shall be established to serve this Subdivision, whether publicly or privately owned or operated, then all of the tract owners, and/or occupants, to whom such sewage service is available, shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expense and from and after the time such sewage disposal service becomes available to any lot, no septic tank, whether therefore or thereafter built or installed, shall be used in connection with any tract.

(7) The use or discharge of firearms in the Subdivision is expressly prohibited.

(8) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Trash, garbage, rubbish and other wastes shall be kept only in sightly, sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot owner shall be responsible for disposing of his own trash, garbage and rubbish.

(9) If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted therein. Further, no unsightly storage, items or vehicles shall be permitted in view of other residents of Canyon Park.

(10) The drainage of sewage into a road, street, alley, ditch or any waterway, either directly or indirectly, is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this Subdivision.

(11) **COMMERCIAL LOTS** - The following numbered lots have been set aside and designated for commercial use. Lots (A-1 thru A-13) and lots (B-1 thru B-9) of SECTION 1 and lots (1 thru 21) SECTION 4. Plans and specifications for the construction and use of these designated commercial lots shall be approved by the Project Manager in writing prior to commencing any commercial type of construction.

(12) **RECREATIONAL VEHICLE AND CAMPER LOTS** - Recreational Vehicles and campers manufactured by a Recreational Vehicle Company, having a minimum length of fifteen (15') feet, with adequate plumbing facilities installed in same; may be installed on any lot in SECTION 3. **RECREATIONAL VEHICLES** and campers meeting these requirements may be installed on any residential lot in SECTION 4 (EXCEPTING on lots 36 thru 85 which must contain a minimum of 750 sq. ft. of floor space). Hand made campers, converted buses, and paneled type trucks are not considered to be recreational vehicles; and will not be permitted on any lot or lots designated or set aside for Recreational Vehicle and Camper Lots.

(13) All recreational vehicle homes or campers must be approved in writing by the project manager as to its size, condition, appearance and sanitary facilities; before installation on a permanent basis.

(14) All other lots, excepting those designated "COMMERCIAL" and "RECREATIONAL VEHICLE" lots shall be used for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential tract other than one detached single-family dwelling and private garage.

(15) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or the Subdivision as a whole.

(16) All mobile homes shall be located in accordance with the building lines as described in Restriction No. 33, and shall be located on the tract to front on the street which such tract faces.

(17) No mobile home may be placed on any lot until approved in writing by the Project Manager as to size, condition, appearance, and skirting. Said mobile home must have complete sanitary facilities, including among others, a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets.

(18) No mobile home shall be located on site until it may be placed on piers constructed of concrete foundation pads and foundation blocks. Said piers shall be located and spaced in accordance with the manufacturer's recommendations and specifications. Mobile homes shall be tied down in accordance with manufacturer's recommendations and specifications.

(19) Mobile home utilities, except electricity, shall be brought into or exit from the home, underground from the easement line or septic system and be connected to the home within that area of the home covered by the Project Manager approved skirtings.

(20) No mobile home shall be placed on a residential tract in Canyon Park unless it's living area has a minimum of 600 sq. ft. or floor area, exclusive of porches, patios, carports and garages.

(21) All mobile homes shall have porches, decks, or patios having an area of at least 200 sq. ft. or 25% of the total living area, whichever is smaller. All porches or decks must be skirted in a style harmonious with the rest of the mobile home, and which has been approved by the Project Manager.

(22) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any residential tract, except that dogs, cats and other household pets may be kept, provided they are not kept, maintained, or bred for any commercial purposes. Any household pets of an unusual or extraordinary nature must receive the approval of the Project Manager.

(23) No sign of any kind shall be displayed to the public view except the signs used by the developer in the original lots in said Subdivision, or signs used by builders to advertise the property during the construction and sales period.

(24) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any tract. No derrick or any other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

(25) No detached improvement shall be erected or maintained on any part of any tract forward of the front building line.

(26) No building of frame construction shall be erected on any tract unless same shall at time of construction receive at least one coat of stain or two coats of paint.

(27) Outside construction on all mobile home lots shall be completed within two (2) months from date of beginning construction unless such period is extended in writing by the Project Manager.

(28) No garages or outbuildings shall be constructed, placed or excavated until plans and specifications shall be approved in writing by the Project Manager.

(29) No boats, trailers, or truck camper tops may be parked in front of the front building line of any tract.

(30) Upon the sale or execution of contract for deed, the purchaser shall be liable for a maximum maintenance charge of \$3.00 per month for each lot, for the purpose of creating a fund to be known as "Canyon Park Maintenance Fund" to be paid by the owners of each lot in conjunction with a like charge to be paid by the owners of other lots in Canyon Park, the same to be secured by a vendor's lien upon such lots. Such sum shall be paid at the time of the purchase of a lot and on the same date thereafter to the Developer of Canyon Park, or his assigns. Such monthly charge may be adjusted from year to year by said Developer as the needs of the property may in his judgment require, but in no event shall such charge be raised above \$3.00 per month unless agreed to by a majority of the lot owners. Funds arising from said charge will be applied so far as is sufficient toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: Lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots, construction of clubhouse facilities and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of said developer to keep the property neat and in good order and which he considers of general benefit to the owners or occupants of the Subdivision. It shall be understood that the judgment of said Developer in expenditure of said funds shall be final so long as such judgment is exercised in good faith.

All conveyance of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that said Developer shall have no obligations to furnish maintenance, or do any other things described in this restriction other than from maintenance funds.

However, the maintenance charge herein provided is hereby declared to be second and inferior and a second lien to any vendor's lien, materialman's and mechanic's Lien, Deed of Trust Lien, or other security for the payment of any lot in said subdivision, or for improvements made on any lot therein, and such vendor's lien, materialman's and mechanic's lien, Deed of Trust Lien, or such other security, made, given or retained therefor, together with any extension or successive extension thereof, shall be and is hereby declared to be a first lien until such time as final payment thereof has been fully made.

(31) Each lot owner shall be assessed a charge of \$180.00 as a water tap fee when water shall be made available to his lot, and thereafter shall be charged a reasonable sum for water use.

(32) No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently.

(33) No residential structure shall be constructed on any residential tract in SECTION 1, and lots 1 thru 21 of SECTION 2, unless its living area has a minimum of 900 square feet of floor area, exclusive of porches, decks, patios, carports and garages.

No residential structure shall be constructed on any residential tract in SECTION 2, (excepting 1 thru 21 that must contain 900 sq. ft. of floor area) SECTION 3, and SECTION 4, unless its living area or floor area, exclusive of porches, decks, patios, carports and garages contains 750 sq. ft. Outside construction of all residences shall be completed within four (4) months from the date of beginning construction unless such period is extended in writing by the Project Manager.

