



## RECITALS

First. The Owner owns fee simple title to the land in the Subdivision and has subdivided the land into lots and blocks with streets and easements as desired by the Owner and/or required by the governmental entity with jurisdiction to regulate the Subdivision.

Second. Owner desires to carry out and have maintained a uniform plan for the use and improvement of the Subdivision, and Owner has therefore created the covenants, conditions and restrictions, whether mandatory, prohibitive, permissive, or administrative (collectively called the "Regulations") to run with the land making up the Subdivision and to regulate the structural integrity, appearance and use of lots and the improvements placed on the lots.

Third. The Regulations are entitled to run with the land because: (i) the Regulations touch and concern the land by, among other things, benefitting and controlling the use of the land; (ii) privity of estate exists among all of the land in the Subdivision by reason of the Owner holding legal and equitable title to the land out of which all of the land shall be conveyed subject to the Regulations; (iii) notice is given of the Regulations contained therein when this instrument is filed in the Official Real Property Records in the County in which the Subdivision land is situated; and (iv) the Regulations are reasonable in light of their purpose being for the common benefit of all of the land in the Subdivision, in order to reduce uncertainty in living conditions and to encourage investment in the Subdivision.

Fourth. The Regulations shall run with the land and shall be binding upon and inure to the benefit of the Owner, the Owner's successors and assigns; further, each person or entity, by acceptance of title, legal or equitable, to any portion of land out of the Subdivision, shall abide by and perform the Regulations and the other terms hereof. In the event of the failure of any contract and/or deed to any portion of land out of the Subdivision to refer to this instrument, the Regulations and other terms of this instrument shall nevertheless be considered a part hereof, and any conveyance of such land shall be construed to be subject to the Regulations and other terms hereof. It is understood that these Regulations relate to and affect only the Subdivision land described above and no other land, and that the only Regulations are those expressed in this instrument, and no restrictive covenants are to be implied.

### I. DEFINED TERMS

1. Corner Lot. A "corner lot" is a lot that abuts on more than one street.
2. Front of Lot. Each lot, except a corner lot, shall be deemed to "front" upon the street which it abuts. A corner shall be deemed to front upon the street designated by the owner, but if no designation is made in the building plans for the main building, then the corner lot shall be deemed to front upon the street abutting the smaller dimension.

3. Lot. A "lot" is a single family residential building site in the Subdivision.
4. Street. A "street" includes any automobile passageway shown as a thoroughfare on the recorded map of the Subdivision.

## II. ARCHITECTURAL CONTROL

1. Creation of Committee. There is here created an Architectural Control Committee which shall be composed of three (3) members identified above. Each member shall serve until a successor is named. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, or his designated representative, shall be entitled to any compensation for services performed. The Committee and its members shall be free from liability for actions within the scope of the Committee's function, unless gross negligence is proven. All owners expressly waive and relinquish any and all claims against the Committee or its members, except for claims of gross negligence.

2. Change of Membership and Amendment of Authority. The record owners of a majority of the lots in the Subdivision shall have the power, at any time with Owner's consent, or, after five (5) years from this date without Owner's consent, through a duly recorded written instrument, to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.

3. Required Approval of Plans. No building or other structure or improvement shall be erected, placed or altered on any lot until the plans and specifications showing the aspects of the structures and improvements have been approved by the Committee as to: (i) quality of workmanship and materials; (ii) harmony of design with existing structures and improvements; (iii) location with respect to topography and finish grade elevation; and (iv) compliance with the Regulations.

4. Procedure for Review. All final plans and specifications must be submitted in duplicate to the Committee for approval prior to start of any construction. Any structure or improvements affected by these Regulations shall be the subject of such a plan. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications will be retained by the Committee and the other complete set will be marked "approved", and returned to the lot owner. Any modification or change to the approved set of plans and specifications which affects an aspect which is the subject of these Regulations must be approved by the Committee. In the event such plans and specifications are not approved, or in the event construction is not in conformity with the approved plans and specifications, the lot owner and the contractor agree and covenant to conform such construction to the requirements of these Regulations and the Committee.

5. Approval Process. The Committee's approval or disapproval as required in these Regulations shall be in writing. In the event the plans and specifications are properly submitted to the Committee for its review, and the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after being submitted to the Committee, and if no suit to enjoin the construction is commenced prior to the completion of such construction, then approval is presumed.

6. Authority to Modify. The Committee shall have the right and authority to waive or modify any Regulation where, in the opinion of the Committee, such action is necessary for the advantage and best appearance of the Subdivision, only in the following circumstances:

- a. Where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a single family residence.
- b. In the case of lots which are unusual in size, or which are of an unusual or irregular shape.
- c. In the case of change circumstances arising from either advances in technology or other unforeseen developments resulting in the need for such action in order to accomplish the original purposes of these Regulations.

7. Architectural Standards Bulletins. The Committee may from time to time promulgate and publish architectural standards bulletins ("Bulletins") which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of these Regulations. Although the Committee shall not have unbridled discretion with respect to taste, design and any absolute standards specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and related conditions in future years and use its best efforts to balance the equities between matters of taste and design and use of private property. Such Bulletins shall supplement these Regulations and are incorporated herein by reference, and shall be furnished to each Owner upon request.

### III. ESTATES AND EASEMENTS

1. Estate. Each lot shall be conveyed as a separately designated and legally described freehold estate according to the Subdivision plat, subject to these Regulations, but without the necessity of specifically referring to same.

2. Easements. All lots are subject to certain easements over and across portions of each lot, as shown by the Subdivision plat. The easements are deemed appropriate or necessary for the purpose of developing or marketing the Subdivision, or installing, using and maintaining public utilities and/or equipment necessary for the performance of any public

or quasi-public utility service or function. The easements include the periodic right of access for the purpose of further construction and maintenance. The right of access shall include the right, without liability on the part of the developers, or the owners or operators of such utilities, to remove any obstructions on said easements as in its opinion may interfere with installation or operations. The easements are for the general benefit of the Subdivision and the property owners and, in the case of utility easements, are reserved and created in favor of all utility companies serving the Subdivision. Nothing set out above shall prohibit the use of the easements or rights-of-way by abutting owners for the construction of fences, walks or drives, provided no permanent structures are constructed in such easements or rights-of-way and provided no damages shall accrue to the Owner, the City with jurisdiction over the Subdivision, if any, or any utility company because of the removal and non-replacement of all or any portion of such improvements of operating utilities in such easements.

#### IV. USE REGULATIONS

1. Activity. No commercial activity shall be carried on upon any lot, nor shall anything be done thereon which may create environmental contamination or which may be or become an annoyance, nuisance, or environmental hazard to other owners in the Subdivision, in the reasonable determination of such other owner(s).

2. Animals. No horses, cattle, cows, swine, sheep, goats, poultry or livestock of any kind may be kept on any part of the Subdivision, other than pets of a reasonable size, kind and number ordinarily and legally kept in residential subdivisions. No pets may be kept or bred for commercial purposes, nor shall they be allowed to run unleashed or at large within the Subdivision. Should ordinary household pets become a nuisance, in the opinion of the Owner, during the first five (5) years, and thereafter in the opinion of the Committee, they must be removed from the Subdivision on written demand to the owner or keeper thereof.

3. Construction Period. Notwithstanding any provision of these Regulations to the contrary, it shall be expressly permissible for Owner or the general contractor constructing improvements to maintain during the period of construction and sale of said home, upon such portion of the premises as Owner deems necessary, such facilities as may be reasonably required, convenient or incidental to such construction and sale, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office, provided same are removed within sixty (60) days after completion of all such construction and sale. All exterior construction of the primary residential structure, garage, porches, and other appurtenances or appendages of every kind on any lot, and all interior construction (including but not limited to all electrical outlets in place and functional, all plumbing fixtures installed and operational [including being connected to water and sewer lines], all cabinet work completed, all interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than eighteen (18) months

following the date on which foundation forms are set. While a model home may be maintained for one (1) year following construction, all of the privileges permitted herein shall expire for any other home six (6) months following completion of it. If all or any portion of the improvements are damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs. Due to the impossibility of being able to ascertain the exact amount of actual damages, owner's failure to comply herewith shall result in liquidated damages being due to the Committee for the benefit of all of the owners at the time of collection of such liquidated damages (less the costs and expenses of collection thereof) in the amount of \$100.00 for each day of noncompliance.

4. Detached Buildings and Temporary Structures. No garage apartments or outbuilding apartments made available for rent to the public are permitted on any lot. All permitted outbuildings must be aesthetically and architecturally similar to, and compatible with, the main dwelling and the remainder of the Subdivision, in the opinion of the Committee. All living quarters on any lot, other than in the main building, must be for the bona fide use of the owner's or occupant's immediate family or household helpers hired to maintain the household. No structure of a temporary nature, nor any trailer, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence or dwelling, either temporarily or permanently, except as specifically authorized by these Regulations or approved by the Committee.

5. Further Subdivision. No lot shall be further subdivided and separated into small lots, and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred; provided that this provision shall not prohibit deeds of correction or deeds to resolve boundary line disputes and similar corrective instruments.

6. Garbage Disposal and Dumping. Garbage shall not be kept except in sanitary containers and such containers shall be kept in a clean and sanitary condition, and in compliance with all applicable laws, rules and regulations. Underground garbage can holders or other devices (designed to prevent unsightly cans being seen from the street) must be approved by the Committee; or in the alternative, back-door, off-the-street garbage and trash pick-up service must be provided for each lot in the Subdivision by its owner or occupant. Other than on the day of trash pick-up, no trash cans or garbage cans shall at any time or times be permitted to remain on the street or in front of the lots forward of the building line so that same may be seen by a person using the street in the Subdivision. No lot shall be used or maintained as a dumping ground for trash, and no dumpsters shall be placed anywhere in the Subdivision, including the public streets.

7. Mineral Activity. No mineral exploration, development, production, storage, treatment, or operations of any kind shall be permitted upon any lot.

8. Parking. House trailers, boats, buses, trucks or similar vehicles shall be parked only as and where approved by the Committee. No vehicles of any kind are to be parked on an on-going basis in the public street or in driveways or to be left at such place more than twenty-four (24) hours. Whenever possible all vehicles are to be parked in an enclosed garage or as and where approved by the Committee.

9. Signs. Except for any signs installed by or for the benefit of Owner advertising the initial sale of lots in the Subdivision, no sign of any kind shall be displayed to the public view except: (i) one professional sign of not more than five (5) square feet advertising the property for sale, or signs used by a homebuilder to advertise the property during the construction and initial sales period; and (ii) for model homes (one model home per builder at any one time), shall be allowed to have two (2) such signs in front of said model home.

10. Single Family Dwellings. All lots in said Subdivision shall be used for single family dwellings in which only one family per dwelling may reside.

11. Upkeep. The owner of each lot shall be responsible for the proper maintenance and upkeep of the lot and improvements at all times. The owner thereof shall keep any grass and weeds neatly mowed and shall not permit the accumulation of trash, rubbish, deteriorating improvements or other unsightly articles, vehicles or recreational property on said lot or the abutting easements or streets. The area between the pavement and the lot line shall also be kept and maintained by the owner of the abutting lot. If any lot owner does not comply with these terms, then Owner (during the first five (5) years) and/or the Committee (thereafter) is authorized to have such lot cleaned and maintained in order to comply with these provisions for the account of the owner of said lot, and the paying party shall be entitled to reimbursement of the amount of any reasonable expenses so incurred from the lot owner for whose account and benefit such maintenance and upkeep was performed.

#### V. REGULATION OF IMPROVEMENTS

1. Aerials. No radio, telephone, television or other aerial communication antennae, satellite dish or wires shall be maintained on any portion of any lot forward of the front wall line of the main dwelling constructed on such lot, and behind such line only with the express consent of Owner or the Committee, as applicable.

2. Building Lines. No building, fence or wall shall be constructed on any lot nearer the front lot line than the setback line shown on the Subdivision plat ("Front Setback Area"), nor further away from the front lot line than the Committee determines to be in harmony with existing buildings in the immediate vicinity. No portion of any main building shall be constructed nearer than the side setback areas shown on the Subdivision Plat ("Side Setback Area"). The Side Setback Area lines for all corner lots shall be as indicated on the Subdivision plat. No building shall be constructed on any lot within the Side Setback Area.

except that, in the case of an unusual or irregularly shaped lot, buildings and other improvements may be constructed therein as approved by the Committee.

3. Clotheslines. No clotheslines may be visible from the street. Such clotheslines must be enclosed by a hedge or other type of screening as may be approved by the Committee as a part of the plans for the improvements to be located on the lot.

4. Detached Building Locations. Any garage, household assistant's quarters or any outbuilding of any kind detached from the main building shall be located on the rear one third (1/3) of the lot, unless prior written approval of a variance is given by the Committee. Under no circumstances shall the entrances of any outbuildings or garages front on the same street as the main dwelling.

5. Exterior Walls. Unless prior written approval of a variance is given by the Committee, the exterior walls of each dwelling and garage shall be not less than eighty percent (80%) masonry on the ground floor, including, but not limited to, natural stone, brick, stucco or a veneer of any of them. In computing this percentage, all door and window openings and gables shall be excluded from the required area. Notwithstanding the foregoing provisions of this Section 5, all chimneys must be of all masonry construction and materials, and such chimneys shall not be included in the determination of the percent masonry requirement set forth above. On the remaining portions of the exterior walls, surface areas of the main structure, the garage, and on any outbuildings or appendages thereto, except greenhouses, the materials used must be in keeping with the general architectural design of the buildings, as determined by the Committee. Vinyl or metal buildings and vinyl or metal siding are prohibited, unless prior written approval of a variance is given by the Committee.

6. Facing. The main dwelling on each lot shall be constructed to face the street upon which such lot fronts, except that, the Committee may authorize the construction of improvements on corner lots facing either diagonally across such lot or facing the street abutting the longer dimension of such lot.

7. Fences or Perimeter Walls. No fence, perimeter wall or hedge shall be erected, placed, altered or maintained on any lot within the Front Setback Area, or in any event, forward of the front wall line of the main dwelling. No fence shall be constructed of chain-link material nor shall any fence be constructed higher than six feet (6') (unless otherwise approved by the Committee) and all fencing shall be subject to approval by the Committee. On all lots abutting a golfcourse ("Amenity"), in addition to the above restrictions, the following restrictions shall be applicable to such lots:

Except as hereafter provided, all fencing must be of masonry and/or having the appearance of ornamental iron construction, and three (3) to six (6) feet high. The masonry must be identical to that used on the subject's home and such masonry shall not exceed three feet (3') in height, except in the case of

masonry pillars or columns which can be no more than two feet (2') wide and must be spaced a minimum of ten feet (10') apart. In any event, no fence, wall or hedge shall be erected, placed or altered on any lot without the approval of the Committee. Upon submission of a written request for same the Committee may, from time to time, at its sole discretion, permit owners to construct fences or walls which are in variance with provisions of this paragraph where in the opinion of the Committee, the fence or wall is an integral part of the architectural style or design of the home.

10. Garages. No carports shall be allowed. Each lot must have an automobile garage, which garage shall be capable of storing a minimum of two (2) conventional size automobiles. All garages shall have access by means of a "wrap-around" driveway, such that the door(s) to the garage is/are not visible from the street fronting the applicable lot. On corner lots, the garage doors may face the abutting side street, and the Committee's determination shall be conclusive as to which street constitutes the "abutting side street".

11. Height and Floor Area Limitations. No building shall be permitted on any lot unless it complies with the following:

- a. No dwelling, garage or appurtenant building shall exceed two (2) stories in height above grade.
- b. The enclosed ground floor of the main dwelling of any one-story (above grade) residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of (i) two thousand two hundred square feet (2,200 sf.) and (ii) two thousand four hundred square feet (2,400 sf.) on golfcourse and lakeview.
- c. The enclosed ground floor area of the main dwelling of any two-story (above grade) residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of one thousand five hundred square feet (1,500 sf.) and the total square footage of such dwelling shall be not less than two thousand two hundred (2,200) square feet. Two thousand four hundred square feet (2,400) on golfcourse and lakeview.

12. Landscaping. All front yards to be totally landscaped with sprinkler system. Weather permitting, each lot shall be fully landscaped within thirty (30) days from the date the dwelling is occupied. In the event of noncompliance, the Committee may cause to be provided and planted, or may provide and plant, the required landscaping for the account of the owner of said lot, and the performing party shall be entitled to reimbursement of the amount of any reasonable expenses so incurred (including a reasonable charge for labor) from the lot owner for whose account and benefit such work was performed plus fifteen percent (15%). The digging of dirt or removal of any dirt from any lot or from any portion

of the Subdivision is prohibited, except in conjunction with landscaping or construction of improvements thereon. A non-exclusive, temporary easement is hereby created by Owner, for the benefit of the Committee, for ingress, egress, excavation and the installation of the minimum landscaping required herein.

13. Materials. All materials must be new materials or substantially the same or better than that which can be produced on the date construction of the improvements commences and no second-hand or used materials shall be utilized in the construction of improvements on any lot. Construction must begin within one hundred eighty (180) days of lot closing.

14. New Construction. All improvements of any nature placed on any lot shall be newly erected on said lot and no second-hand or used buildings, or other improvements, shall be moved onto any of said lots.

15. Roof. The pitch of the roof of each main building and all outbuildings, either attached or detached, is subject to the approval of the Committee, and flat roofs are to be discouraged. Roofs may be of wood, tile, fiberglass or composition materials, but if composition materials are used, same may not be less than three hundred (300) pound weight. Unless prior approval of a variance is given by the Committee, metal roofs are prohibited.

16. Screening. All service and sanitation facilities must be enclosed within fences, walls, and/or landscaping such that they are not visible from the primary street on which the lot fronts. The Committee may, in its reasonable discretion, permit lot Owners to place additional lattice-work screening or other decorative screening on the subject lots for the purpose of screening public view of hot-tubs, sun-bathing areas, servicing equipment, etc.

17. Sight Distances at Intersections. No fence, wall or landscaping which obstructs sight line at elevation between two (2) and six (6) feet above the streets shall be placed or permitted to remain on any corner lot area within the greater of (i) the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded corner, from the intersection of the street property line extended to intersect; or (ii) site lines and setbacks at corners required by law. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of the sight line.

18. Single Family Residential Homes. The main building on each lot shall be constructed and occupied as a single family residential dwelling.

19. Swimming Pool Equipment. All pool or pool service equipment shall be located either, (a) in a side yard between the front and rear boundaries of the main dwelling, or (b) in the rear yard directly abutting and adjacent to the main dwelling. In addition, this equipment must be visually screened by a solid masonry wall or wood fence of approved type and construction. All screening walls shall be fully landscaped with landscaping of a type, quality and quantity approved by the Committee.

20. Tennis Courts. No tennis court lighting shall be constructed or placed upon any lot, unless otherwise approved by the Committee.

21. Toilets. No outdoor toilets shall be placed on any lot (which shall not prohibit toilets in swimming pool houses or outbuildings and similar facilities).

22. Waterfront Lots. (if any): With respect to lots abutting the Lake(s), no wharf, pier, dock, bulkhead, piling, float or other structure shall be built or maintained upon such lot or portion of the lot except with the consent of the Committee. Furthermore, no vehicle shall be parked or stored within forty feet (40') of the waterline except in areas designated for parking, or except with the consent of the Committee. The "waterline" of the Lake(s), for purposes of these Regulations, shall be the vegetation line.

23. Window or Wall Units. No window or wall type air conditioning units shall be permitted to be used, placed or maintained on or in any building or in any part of the Subdivision, without the prior written consent of the Committee.

## VI. DURATION AND AMENDMENT

1. Duration. The Regulations set forth herein shall continue and be binding upon Owner, Owner's successors and assigns for a period of thirty-five (35) years ("Primary Term") from this date, unless terminated or amended. At the expiration of the Primary Term, Regulations shall automatically be extended for an additional ten (10) year period ("Extension Term") and for successive periods of the Extension Term thereafter, unless terminated or amended. After the expiration of the Primary Term, the owners of a majority of the lots may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the Real Property Records of each County in which the Subdivision property is located, or in such office as conveyance of real estate then may be required to be filed, and then and thereafter the Regulations set forth in this instrument shall be null, void and of no further force and effect, or shall be modified as such recorded instrument may direct.

2. Amendment. These Regulations may be amended, but not terminated, at any time by consent of not less than seventy-five percent (75%) of the record owners of fee simple title of all lots in the Subdivision including all lots owned by owner, and these Regulations may be amended or terminated at any time after five (5) years from this date

by consent of not less than ninety percent (90%) of the record owners of fee simple title of all lots in the Subdivision as such record ownership is reflected by the Real Property Records of the County or Counties in which the Subdivision is located, including all lots owned by owner.

## VII. ENFORCEMENT

1. Parties Bound. These Regulations shall be binding upon Owner, Owner's successors and assigns and all parties claiming by, through, or under Owner and all subsequent owners of property in the Subdivision, each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such person shall be liable except with respect to breaches committed during such person's ownership of said property.

2. Limitation of Impact on Mortgages. The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against any lot, or any part thereof, but such liens may be enforced as against any and all lots so encumbered.

3. Standing and Remedies. Owner or the owners of any lot or lots in the Subdivision shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for any person owning any lot in the Subdivision, or the Committee, to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: to prevent the owner, or their tenants, invitees or representatives, from so doing; to correct such violation; to recover damages; or, to obtain such other relief for such violation as then may be legally available.

4. Result of Conflicting Regulations. These Regulations shall not permit any action or thing prohibited by the applicable zoning laws, or the laws, rules and regulations of any governmental authority, or by specific restrictive covenants of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, restrictive covenants of record, or these Regulations shall govern and control.

5. Alternative Dispute Resolution Procedure. The parties agree to mediate in good faith to resolve any dispute under this instrument before filing a suit for damage. Following mediation, all unresolved issues shall be resolved by binding arbitration. Absent an agreement to use other rules, the arbitration will be controlled by the American Arbitration Association's Commercial Arbitration Rules.

VIII. MISCELLANEOUS

1. Attorney's Fees. Any party subject to this instrument who is the prevailing party in any proceeding, whether it is in negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with this instrument or the subject matter hereof, shall be additionally entitled to recover all costs and reasonable attorneys fees, and all other related expenses, including deposition costs, arbitrator and mediator fees, travel and expert witness fees from the non-prevailing party.

2. Binding Effect. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this instrument.

3. Choice of Law. This instrument shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this instrument to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the County in which the Subdivision plat is recorded.

4. Effect of Waiver or Consent. No waiver or consent, express or implied, by any owner to or of any breach or default by any owner in the performance by such owner of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such owner of the same or any other obligations of such owner hereunder. Failure on the part of an owner to complain of any act of any owner or to declare any owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such owner of the rights hereunder until the applicable statute of limitation period has run.

5. Legal Construction. In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number shall include plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This instrument shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

6. Lienholder. The owner and holder (whether one or more) of the only lien(s) covering the Subdivision property has executed this instrument to evidence its joinder in, consent to, and ratification of the imposition of the foregoing Regulations. No violation of

any of these Regulations shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the subject property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's foreclosure sale, as well as all other owners, shall be bound by and subject to these Regulations as fully as any other owners of any portion of the Subdivision property.

7. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

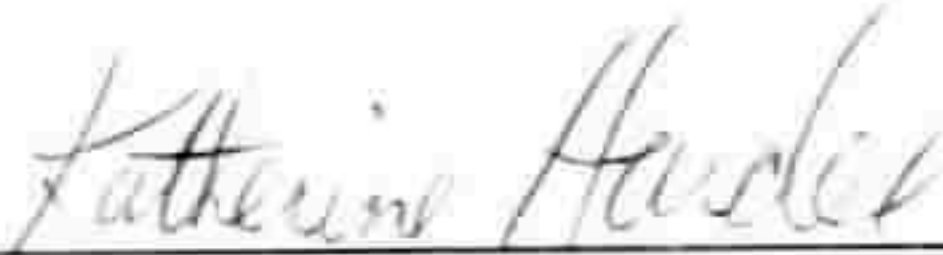
8. Recitals. Any recitals in this instrument are represented by the parties hereto be accurate, and constitute a part of the substantive agreement.

9. Time. Time is of the essence. Unless otherwise specified, all reference to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal banking holidays. In the event the date for performance hereunder shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

OWNER:



Steve Hardee



Katherine Hardee

RATIFICATION BY LIENHOLDER:

Azle State Bank

BY: 

Name: Henson Dunn

Title: SR V.P.

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 10 day of August, 1995, by Steve Hardee.

Rainey Gee  
Notary Public, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 10 day of August, 1995, by Katherine Hardee.

Rainey Gee  
Notary Public, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 10 day of Aug., 1995, by Henson Dunn SR of Azle State Bank, a state banking corporation.

Joyce Broome  
Notary Public, STATE OF TEXAS



jca\hardee\restrict

RETURN TO:

GORDON S. SWIFT  
CONSULTING ENGR. INC  
900 MONROE ST  
FT. WORTH TX 76102  
12091 2116

0  
1  
2  
3  
4  
5  
6  
7  
8  
9

D195160391  
GORDON S SWIFT CONSULTING ENG  
900 MONROE ST  
FT WORTH, TX 76102

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--DO NOT DESTROY

INDEXED -- TARRANT COUNTY TEXAS  
SUZANNE HENDERSON -- COUNTY CLERK  
OFFICIAL RECEIPT

T O: GORDON S SWIFT

RECEIPT NO 195286979 REGISTER DR96 RECD-BY T008195 PRINTED DATE 09/06/95 TIME 14:41

1 INSTRUMENT RECD D195160391 WD INDEXED 950906 TIME 14:41 CK 12465

T O T A L : DOCUMENTS: 01 F E E S : 37.00

B Y: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

12091 2117