

RESERVATIONS, RESTRICTIONS, AND COVENANTS

FILED
TARRANT COUNTY TEXAS

2002 DEC -6 PM 1:07

For

QUARTER HORSE ESTATES PHASE I

SUZANNE WILDERSON
COUNTY CLERK

BY

STATE OF TEXAS

COUNTY OF TARRANT

Devlo Inc. (sometimes hereinafter called Developer) being the owner of that certain tract of land (the "Addition") in Tarrant County, Texas, described as Quarter Horse Estates Phase I, an addition to the City of Fort Worth, files in Cabinet A, Slide 7319, Plat Records, Tarrant County, Texas does hereby declare that all the lots shown thereon are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth, and which run with the land and shall be binding on any subsequent owners of the lots, their heirs, executors, administrators, successors and assigns.

DECLARATION

The provisions hereof are hereby made a part of each contract and deed in respect of any lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

TERM

All of the restrictions, conditions, and covenants set forth herein (sometimes referred to as "Restrictions") shall affect each and all of the lots and tracts in the Addition and shall run with such lots and tracts and shall exist and be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of filing hereof, after which time the same shall be automatically extended for successive periods of ten (10) years each; unless within sixty (60) days of the expiration date of any such period, the then record owners of a majority of the lots covered hereby shall vote to modify or discontinue the provisions hereof.

ENFORCEMENT

If any owner of any of the addition or any person shall violate or breach any of the Restrictions, any other owner or owners of any part of the Addition shall have the right to prosecute any proceeding at law or in equity (including suit for permanent injunction) against any such person or persons who are violating or attempting to violate or breach any of such Restrictions, and shall have the further right to use any other lawful means to prevent any such violations or breach.

AMENDMENT/VARIANCE/WAIVER

No delay or omission on the part of the Developer, or its successors or assigns in interest, or of any owner or owners, in exercising any right, power, or remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision breach has expired; and no right of action shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against Developer, its successors or assigns, for or on account of its failure or neglect to exercise any right, power, or remedy herein provided for in the event of any such breach, or for imposing herein agreements, conditions, restrictions, charges, or covenants which may be unenforceable.

MORTGAGE VALIDITY

Violation of any part of this Declaration shall not default or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

INVALIDATION

Invalidation of any one of these Restrictions by judgment or court or court order shall in no way effect any of the provisions which shall remain in full force and effect.

RESTRICTIONS

Residential Use:

All of said property shall be occupied and used for single family residential purposes only.

Plans and Specifications.

No building shall be erected, place or altered on any building plot in this subdivision until the building plans, specifications and plot plan have been approved in writing by Developer or its authorized representatives.

In the event the Developer or its authorized representatives fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion hereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its authorized representatives shall be entitled to any compensation for services performed to this covenant. The powers and duties of the Developer and its authorized

representatives shall cease on and after December 31, 2020. Thereafter, the approval described in this covenant shall be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the Developer.

Building Size:

Each residence on each lot shall contain not less than one thousand two hundred (1,200) square feet of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from faces of exterior walls. Each residence shall have a two car garage, which may not be converted to living space.

Building Materials and Appearance:

No dwelling shall be erected on a lot of material other than brick, stone, brickvener, or other masonry material unless the above named materials constitute at least seventy five percent (75%) of the outside wall areas below the first floor plate line, excluding window and door areas, below gables or roof areas. No window unit air conditioners shall be visible from the street.

Outbuildings:

No trailer, mobile home, modular home, tent, camper vehicle or temporary house shall be placed or erected on any lot for use as a dwelling. No temporary buildings or structures of any kind may be placed on any lot except that the developer may grant permission for temporary buildings or structures to be placed on lots for storage of materials during construction by persons doing such work and for a temporary sales office for Developer or any other person engaged in the sale of lots within the addition. If permission is granted, the temporary buildings or structures shall be removed within thirty (30) days after written notice from the Developer to remove the buildings or structures.

Garages:

Each dwelling shall have no less than a two car garage and no garage shall be converted to living space or used for living area.

Fences, Boundary Plantings:

No fence, wall or hedge shall be placed on any lot nearer to any front street than is permitted for the house on said lot and no fence, wall or hedge shall be placed on any portion of the site with a greater height than six feet (60. No fencing shall be of chain link or any other wire type fencing. Should a hedge, shrub tree or other planting be placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

Landscaping, Grounds Maintenance:

No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. All yards must be kept in a neat and orderly manner and maintained on a regular basis.

Animals:

No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes on his property, and no person owning any lot or lots shall keep any animals in numbers in excess of that which he may use for the purpose of companionship for the private family, it being the purpose and intention hereof to restrict the use of said property so that no persons shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys or any other animals that may interfere with the quietude, health, or safety of the community.

Vehicles:

No trailer, camper, boat or inoperable automobile shall be left on the street or within the front yard.

Antennas/Aerials:

No radio, television, or other aerial shall appear on the roof of any building and no such aerial shall be maintained on any lot not containing a dwelling. No satellite dishes of any kind shall be visible from the street.

Signs:

No sign of any kind shall be displayed to the public view on any lot except:

- (a) one sign of not more than five (5) square feet, advertising the property for sale or rent;
- (b) signs used by a Builder to advertise the property during the construction and sales period;
- (c) signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project.

Offensive Activity:

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

DEVELOPER'S RIGHTS

Developer's interpretation of the meaning and application on the provision hereof shall be final and binding on all interested parties at any time in question.

Developer may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Developer may assign to any person or corporation any or all rights, powers, reservations, easements, and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

EXECUTED this the 4th day of December, 2002.

Devlo, Inc
Seller

By: James A. West
President

By: _____

STATE OF TEXAS
COUNTY OF TARRANT

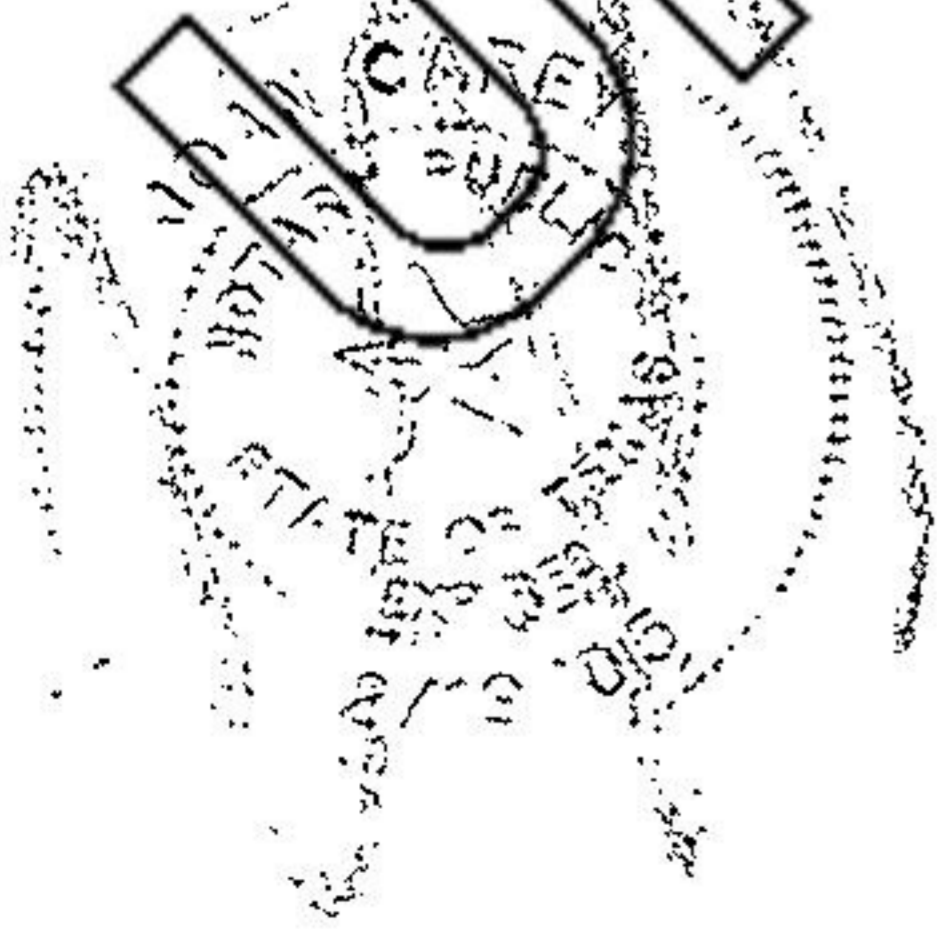
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James West known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said James West and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of December, 2002.

Joan Carey JOAN CAREY

Notary Public in and for Tarrant County, Texas

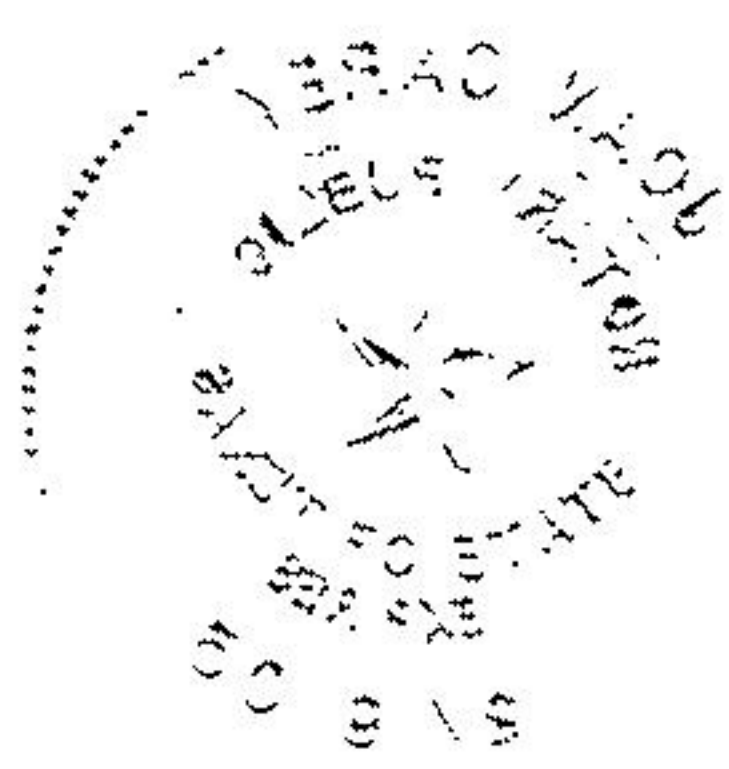
My Commission Expires: 02-19-05



UNOFFICIAL COPY

Unofficial Copy

James PRUETT
4381 Green OAKS Blvd, West
Suite 100
Arlington, TEXAS 76016



D202350931
JAMES PRUETT
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STE 100
ARLINGTON TX 76016

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O F F I C I A L R E C E I P T

T O : JAMES PRUETT

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
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T O T A L : D O C U M E N T S : 01 F E E S : 17.00

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.