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SUBDIVISION RESTRICTIONS

EAGLE CREEK RANCH SUBDIVISION

SECTION 3-D

THE STATE OF TEXAS *

* KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON *

That Patten Corporation Southwest, a Delaware corporation, the owner of Eagle Creek Ranch Subdivision as show by the plat thereof duly recorded in Volume 6, Page 19 of the Plat Records of Wilson County, Texas do hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on all of said property, and these restrictions and covenants shall run with the land:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of tracts (hereinafter interchangeably called either "tracts" or "lots") in this subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive home thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to regulate and/or participate in regulation of use of park areas; and in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by pruchasers of lots therein.
2. Subject to the provisions of numbered paragraphs 8 and 9 hereof, all lots hereunder are restricted to use for single family residential purposes only, and no building shall be erected or maintained thereon other than a private residence (minimum floor area of 1200 square feet), a tool storage building (minimum floor area of 30 square feet and maximum floor area of 144 square feet), and a private garage or barn, for the sole use of the purchaser of such lot. The minimum floor area requirements for residential structures stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages.
3. Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) 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 material, if such use is approved in writing by the Architectural Control Committee) and (ii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used on any structure without written approval of the Architectural Control Committee, and (iii) the exterior of any building must be painted or stained. All buildings and structures shall be completely underskirted with no piers or pilings exposed to view. No Morgan-type portable building shall be used as a residence or camping shelter. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor shall other such impediment to the free flow of water be installed nor altered, without prior written consent of the undersigned or the Architectural Control Committee.

4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specification of all exterior and roofing materials, including color of paint or stain, and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and otherwise. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot.

5. Fences shall be permitted to extend to the side and back lot lines and to no less than 15 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions.

6. No building or structure other than a fence shall be located nearer to the side street line than 15 feet or nearer to the side lot line or rear lot line than 15 feet. "Side lot line" and "rear lot line", respectively, as used in this paragraph, in respect to any two 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, respectively, each and/or either of the two outermost side lots lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No building or structure other than a fence shall be located nearer to the front lot line than 30 feet.

7. Livestock shall be limited to no more than one (1) head (horse or cow) per acre without prior written consent of the undersigned or the Architectural Control Committee. Poultry and swine are prohibited except for school projects.

8. Subject to the remaining provision of this paragraph, no outbuilding other than a garage, barn, or storage building of size hereinbefore provided shall be erected on any lot, and no outbuilding, garage, barn or storage building 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. Camping shall be permitted on all lots hereunder for a period no longer than 14 continuous days out of a 30 day period. Not more than one camping unit shall be used on any lot at any time. Tents and similar types of temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours. Provided that written approval has been granted by the Architectural Control Committee, double-wide and modular homes may be placed and used on all lots hereunder. No single-wide mobile home or single-wide HUD manufactured home may be placed or used on any lot. The following requirements are mandatory as a condition to said approval: (a)

a double-wide or modular home must be of attractive design and appearance, and built by a commercial manufacturer of such units; (b) a double-wide or modular home may not be over three (3) years old when placed on a lot; and (c) a double-wide or modular home must have a composition roof and wood siding. In addition, the Architectural Control Committee may make any reasonable requirements which in its judgement is deemed proper. Water service must be connected and an approved private sewage facility must be installed before any home is occupied. Within 30 days after placing on a lot, double-wide or modular homes must be completely underskirted with rock, brick or concrete plaster. Minimum floor area for a double-wide or modular home shall also be 1200 square feet.

9. Easements are reserved on all lots hereunder long and within 15 feet of all street lines and along and within 15 feet of all other lot lines of all lots hereunder. Said easements established in the next preceding sentence are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, with right of ingress to and egress from across said premises to employees of said utilities. Easements are reserved along and within 15 feet of all lot lines for employees of said utilities to trim any trees or shrubbery which at any time may interfere or threaten to interfere with the operation or maintenance of such lines. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lines of all lots" and "rear lines of all lots", respectively, as used in this paragraph, in respect to any two 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, respectively, and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. Provided, however, that none of the above easement rights in regard to side lot lines or rear lot lines shall inure to the benefit or nor be used by any utility company to facilitate service to any users not within Eagle Creek Ranch Subdivision unless the undersigned have consented in writing thereto.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, fishing piers, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 8, and 11 hereof shall not apply thereto.

10. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of The State of Texas and the local authorities having jurisdiction. A septic tank system or other private sewage facility may be constructed only if it complies with the requirements of the Health Department of The State of Texas and of the local authorities having jurisdiction.

11. 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. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor 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, tall grass or other debris. No refrigerators or other large appliances shall be placed outdoors, and no inoperative motor vehicle or vehicles without current license

and inspection sticker shall be placed on or allowed to remain on any lot. The undersigned, their successors 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 and/or clean the lot at the expense of the offending party. This cost and expense plus interest of the maximum lawful rate shall be secured by a lien on the lot so involved upon the undersigned, its successors or assigns upon recording with the County Clerk, Wilson County, Texas its certificate to such effect and certifying to the amount of such cost and expense. Said lien shall be junior and subordinate to any lien securing purchase money or improvement loans on said lot.

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of \$3.00 per month on each lot in Eagle Creek Ranch Subdivision. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, parks, and other improvements in Eagle Creek Ranch Subdivision, and for the enforcement of these subdivision restrictions. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Eagle Creek Ranch Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on September 30 of each year commencing in 1989, at which date in the year 1989 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until September 30th of each such year. Said lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. All lots owned by the Texas Veterans Land Board may not be encumbered for non-payment of assessments to the Eagle Creek Ranch Owners Association and said assessments are the personal obligation of the Veteran, his successors, heir and assigns. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or other terminated), and as to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, and then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled. At any time and from time to time, Eagle Creek Ranch Owners Association may elect, by majority vote of the entire Board of Directors of said Association plus a majority of votes cast at a meeting of the members of said Association duly convened increase or decrease such assessments, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said association) stating either the exact amount or the maximum amount of such increase or decrease to be voted on at such meeting.

13. No hunting or discharging of firearms shall be permitted on any lot or in any part of Section 3-D Eagle Creek Ranch Subdivision.

14. No lot may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns, except that any lot owned by the Texas Veterans Land Board may have a one acre severance for a home site. No lot or any part of a lot shall be used for a street, access

road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

15. Only one "For Sale" sign may be placed on a lot. Said sign must be attractive design and appearance and may not exceed 12" X 24". Sign must be placed on a wood or metal stake.

16. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Eagle Creek Ranch Owners Association and/or 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 (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) 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 representative 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. Notwithstanding any other provisions hereof, the undersigned shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officer of Eagle Creek Ranch Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor an account of the failure to enforce these restrictions.

17. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

1. EXECUTED this *16th* day of *October*, *1991*.

PATTEN CORPORATION SOUTHWEST

SIGNED

CHARLES D. PATTERSON
President

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