

ON AND FOR

HUNTERS' GLEN ADDITION - PHASE THREE

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF COLLIN)

That Robert S. Folsom Investments, Inc., owner and developer (hereinafter "Developer") of the Hunters' Glen Addition - Phase Three in addition to the City of Plano, according to the plat thereof filed of record on January 9, 1975, in volume 10, page 80 of the map and plat records of Collin County, Texas, does hereby declare that all of the lots in Blocks 1,2,3,4,5 and 6 situated in Hunters' Glen Addition - Phase Three shall have and be subject to the following Covenants and Restrictions which shall run with the land and be binding upon all owners or purchasers of lots within Hunters' Glen Addition - Phase Three, their heirs, successors, executors, administrators and assigns.

1. Residential lots. All lots in the Hunters' Glen - Phase Three Addition shall be known and described as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than a single-family dwelling and its customary and usual accessory structures (unless prohibited herein). Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartment houses, commercial and professional uses (except for the initial construction and sale of single-family dwellings), drilling for oil, gas or other minerals, quarrying or mining, placing or maintaining on the premises any tanks, wells, shafts, mineral excavations, derricks, or structures of any kind incident to any such oil, gas or other mineral operation.

2. Structural Restrictions. No structure shall be erected on said property of materials other than brick, brick veneer, stone or stone veneer, stucco or stucco veneer unless the above named material shall constitute at least 75% of the total outside area. Openings and glass areas shall be considered to be of the material which is on either side of it. The total floor area of the main structure exclusive of porches, garages, patios, terraces and breezeways shall not be less than 2400 square feet. In the case of a structure with one and one-half stories or two stories in height, not less than 2000 square feet will be allowed on the ground floor of the structure (exclusive of porches, garages, patios, terraces and breezeways). The width of the front of the main structure shall be in harmony with other dwellings in the addition.

No dwelling or residence or any other structure shall be designed, planned or constructed of more than one story, one and one-half stories, or two stories in height, except with the express permission of the Architectural Committee hereinafter designated.

3. Architectural Committee. No building shall be erected, placed, or altered on any building plot in this subdivision until two complete sets of building plans and specifications and two plot plans of the location showing drainage for lot; and location of such building shall have been delivered to the Architectural Committee designated as hereinafter provided, and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Committee and the second copy shall be redelivered to the owner of the lot with the approval of the Architectural Committee appropriately endorsed thereon. The undersigned, owner shall have authority to appoint the Architectural Committee and to remove without cause any person serving on the Architectural Committee. The Architectural Committee shall consist of not less than three nor more than five members, and owner shall also have the

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authority to fill any vacancies in the Architectural Committee. The Architectural Committee is authorized to delegate to one or more representatives, the authority to perform the duties of the Architectural Committee as set forth herein. In the event that the Architectural Committee should at any time fail or refuse to appoint a successor Committee, the owners of the majority of the lots included within said subdivision, as determined on a front footage basis, shall have the right to elect or appoint, from time to time, a successor Architectural Committee. In the event the Architectural Committee, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Committee shall be deemed to have approved such plans within thirty days after the same are submitted to it, and if all terms contained in these restrictions, the Architectural Committee shall be deemed to have approved such plans, specifications and plot plan. The Architectural Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services.

4. Temporary Structures. The undersigned, Owner, or any other person bona fide engaged in the sale of lots within said subdivision or in the construction of improvements thereon may maintain within the subdivision temporary sales or construction offices, any such construction or sales office to be removed within thirty days after written request to move to the same is delivered to the record owner of the lot by the Architectural Committee. Except for such temporary sales or construction offices, no temporary structure of any kind shall be erected or placed on any of said property and in no instance shall more than one dwelling or residence and the necessary outhouses to accommodate the owner or occupant thereof be erected or placed on any one lot as shown on the above described plat. Any garage, servant's house, or other improvements erected more than one hundred twenty days prior to the completion of the main dwelling or residence shall be considered temporary structures within the meaning of this paragraph.

5. Setbacks. All dwelling or residences erected or placed on any portion of the said property shall face the road or street upon which the lot faces, as the same is platted on the above described plat, or as may be otherwise prescribed in the deed from the undersigned conveying the same, and no portion of any structure shall be nearer to the road or street property line of said lot than as designated on said plat, and no structure of any kind (either dwelling or outhouses) shall be nearer than 10% of the width of the lot or 10 feet, whichever is less, to any inside line of any lot. In the event provision is made in any deed from the undersigned conveying any lot which provides for a building line with reference to the side line of any lot, such provision shall prevail and that herein prescribed shall have no effect.

6. Offensive Activities. No noxious or offensive activity of any kind whatsoever shall be carried on upon said property, nor shall there be permitted any act thereon that may be or become any annoyance or nuisance to the owners or occupants of portions of said property.

Any boat, boat trailer, trailer, mobile home, campmobile, camper, or any vehicle other than a conventional automobile shall, if brought within the Hunters' Glen Addition - Phase Three, be stored, placed or parked within the garage of the appropriate lot owner, unless approved by the Architectural Control Committee.

7. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line indicated on the recorded plat of Hunters' Glen Addition - Phase Three. No fence, wall or hedge shall exceed six (6) feet in height unless specifically required otherwise by the City of Plano. No chain link or other metal fences are allowed unless expressly approved by the Architectural Control Committee.

The masonry screening walls constructed by developer in accordance with the subdivision ordinance of the City of Plano shall not be in violation of these covenants.

8. Garages and Servants Quarters. Any garages, servant's quarters, storage rooms, or carports erected or placed on any portion of said property, must be attached to the main structure. Garages must open to rear of lot unless otherwise expressly permitted by the approval of Architectural Committee. Garages shall provide space for a minimum of two conventional automobiles. Porte-cochere must also have approval of Architectural Committee.

9. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

10. Easements. All easements shown on the above described plat for the purpose of installation of and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

A right and easement in, on and to a portion of the aforementioned property for erection, construction, and maintenance of a subdivision sign and all reasonable and necessary improvements and appurtenances thereto shall exist on Lot 26, Block 5 and Lot 12, Block 4 as long as the developer deems it necessary.

11. Signs. No signs or flags for advertising purposes shall be displayed to the public view, by Home Owners or Builders, excepting only signs of customary dimensions (3' X 4') maximum advertising said property, or portions thereof, for sale.

12. Roofs. All buildings constructed on said property must have a roof of wood shingles, slate, metal, unless otherwise approved by the Architectural Committee. The roof pitch of any structure shall be 4' X 12' minimum and 12' X 12' maximum. Any deviation of roof pitch must be approved by the Architectural Committee.

13. Garbage - Weeds. Unless otherwise expressly permitted by Architectural Committee garbage containers shall be placed so as not to be visible from the street or any residential lot. Owners of lots, whether built on or not must keep lot free of weeds and debris. If at anytime, an owner of any residential lot shall fail to control weeds, unsightly growth and debris that is on lot the developer herein or its assigns, or any other lot owner with the addition shall have the right to go on said lot, mow and clean and bill owner of record for charges. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereof and cost of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such lot at the time when the assessment occurred. Each and every owner of any lot within this subdivision, by the acceptance of a deed or other conveyance of such lot shall be deemed to covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

14. Antennas and Aerials. All television antennas and other antennas and aerials shall be located inside the attic or under roof, unless otherwise expressly permitted by the Architectural Committee.

15. Landscaping & Drainage. Landscaping of a lot must be completed within one hundred twenty days after the date on which the main structure is 95% complete. No dams shall be constructed nor any other alteration or change shall be made in the course or flow of any creek crossing or abutting any lot, without the approval of the Architectural Committee. All lots shall be graded so that surface water will flow to street or alley.

16. Building Permits. The Building Inspector of the City of Dallas, Texas, or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the hereinabove described property, if such improvements do not conform to and comply with the restrictions set out herein.

17. Waiver by Architectural Committee. The Architectural Committee may, in its discretion, approve construction of structures lacking not more than 10% of the minimum square footage required by paragraph 2, above, and may waive such other variations from these restrictions as said Architectural Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

18. Enforcements. Enforcement of these covenants and restrictions shall be by a proceeding initiated by a person or persons owning any residential lot or by any member of the Architectural Committee, or by the city against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for violation, or both. The Architectural Committee, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these covenants and restrictions by a proceeding or proceedings at law or in equity.

19. Duration. The restrictions hereinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned, and the respective successors, heirs, personal representatives, and assigns, until January 31, 1995, and said restrictions shall be automatically extended thereafter for successive ten year periods unless a three-fourths majority, to be determined on a front footage basis, of the then owners of the hereinabove described property shall in writing change or modify the same in whole or in part by action taken during the year 1993 or during the last year of any succeeding ten year renewal period. The foregoing restrictions shall be applicable only to the above described property and not to other property which may be owned by the undersigned or by the other owners, from time to time, of portions of the above described property.

20. Service Facilities. All clothes lines or service facilities must be enclosed within walls, fences or landscaping (which however, must be approved as provided in paragraph 7 hereof) so as not to be visible from outside the lot.

21. Sidewalks. Construction of a new single-family dwelling on any residential lot shall include the placement of a four (4) foot wide concrete sidewalk, located five (5) feet from, and parallel to, the curb, across the entire frontage of each residential lot (and, in the case of corner lots, a sidewalk shall also be similarly laid parallel to the respective side street). Such sidewalks shall be constructed in conformity with the then existing ordinances, standards and codes promulgated by the City of Plano.

22. Validity. Violation or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bonafide lien or other similar security instrument which may be then existing on any residential lot in the Hunters' Glen Addition - Phase Three. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Plano, then such municipal requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any land within the Hunters' Glen Addition - Phase Three shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein. Words of any gender used herein shall be held and construed to include any other gender, and words, in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions

In connection with paragraphs herein are for convenience only and shall not be deemed to construe or limit the meaning of the language herein.

23. Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit, the State of Texas or any political subdivision thereof, including the City of Plano and the Plano Independent School District, from using any of the property affected hereby for public purposes, regardless of the nature of said use.

WITNESS the Developer's execution this 23rd day of July, 1975.

DEVELOPER:

ROBERT S. FOLSOM INVESTMENTS, INC.

BY: Arthur Z. Barnes, Jr.
Arthur Z. Barnes, Jr., President

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Arthur Z. Barnes, Jr., 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 the said Robert S. Folsom Investments, Inc., a corporation, 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 23rd day of July, 1975.



Mary B. Moffitt
Notary Public in and for
Dallas County, Texas

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JAS. W. FORLEY COUNTY CLERK
COLLIN COUNTY, TEXAS

BY M.H. DEPUTY

Robert S. Folsom Investments, Inc.

P. O. Box 20955

Dallas, Texas

Att: Bill Conger

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