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BYLAWS OF ENNIS WALKER'S RUN HOMEOWNER'S ASSOCIATION, INC.
A NON-PROFIT CORPORATION.

ARTICLE I.

OFFICES

SECTION 1. PRINCIPAL OFFICE. The principal office of the corporation shall be located in the City of Ennis, Ellis County, State of Texas. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

SECTION 2. REGISTERED OFFICE AND AGENT. The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office; and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II.

MEMBERS

SECTION 1. REQUIREMENTS FOR MEMBERSHIP. Every person or entity who is a record owner of a fee interest in any lot which is a part of Walker's Run, an addition to the City of Ennis, State of Texas, fully described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions of Walker's Run Subdivision of record in Ellis County, (the "covenants") and which is subject by covenants of record to assessment by the Corporation, shall automatically be a member of the Corporation, PROVIDED THAT any such person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

SECTION 2. CLASS OF MEMBERS. The Corporation shall have two classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

CLASS B: Class B Members shall be the Declarant as Declarant is defined in the covenants. Declarant shall be entitled to ten (10) votes for each Lot owned by all Class B Members in any voting by Members of the Association. The Class B Membership shall cease, and each Class B Member shall become a Class A Member:

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(i) when the total number of votes outstanding in the Class A membership equals three (3) times the total number of votes outstanding in the Class B membership; or

(ii) January 1, 2014;

whichever occurs first in time.

Notwithstanding the voting rights within the Association, until Declarant no longer owns record title to any Lot, or until December 31, 2013, whichever occurs first in time, the Association shall take no action which is inconsistent with the Declaration without the consent and approval of Declarant.

ARTICLE III.
MEETING OF MEMBERS

SECTION 1. ANNUAL MEETING. An annual meeting of the members shall be held on a day in the month of October in each year, beginning with the year 2005, an hour between 9:00 o'clock a.m. and 4:00 o'clock p.m., as determined and set by the Board of Directors at least twenty (20) days prior to such annual meeting for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

SECTION 2. SPECIAL MEETING. Special meetings of the members may be called by the Declarant, the President, the Board of Directors, or by the members holding the voting rights to not less than twenty-five (25%) percent of the total votes outstanding as defined in Article II, Section 2.

SECTION 3. PLACE OF MEETING. The Board of Directors may designate any place within Ellis County, Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas; but if all of the members shall meet at any time and place, whether within or without the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of

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such meeting, by or at the directions of the President or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the members at his address as it appears on the records of the Corporation, with postage thereon prepaid.

SECTION 5. INFORMAL ACTION BY MEMBERS. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

SECTION 6. QUORUM. The members owning a majority of the lot owners in each class shall constitute a quorum at a meeting of the members, except as provided otherwise herein. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice. The quorum required for any action governed by Article XI, XII and XIII of these By-Laws shall be as follows:

At the first meeting duly called the presence of members or of proxies entitled to cast two-thirds (2/3) of all of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at any subsequent meeting shall be fifty-one (51%) percent of all of the votes. PROVIDED THAT no subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

SECTION 7. PROXIES. At any meeting of members, a member entitled to vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 8. VOTING BY MAIL. Where Directors or officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

**ARTICLE IV.
BOARD OF DIRECTORS**

SECTION 1. GENERAL POWERS. The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Texas or members of the Corporation.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of Directors shall be at least three (3) and not more than seven (7).

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electd by a majority of the members provided. Provided, however, so long as there are lots owned by the Declarant, Directors shall be elected by a majority vote of both the total votes of the Class A and Class B members and the number of Directors can not exceed three (3). Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place within the State of Texas for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

SECTION 6. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

SECTION 8. VACANCIES. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A

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director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9. COMPENSATION. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 10. INFORMAL ACTION BY DIRECTORS. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting of a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

**ARTICLE V.
OFFICERS**

SECTION 1. OFFICERS. The officers of the Corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. Any officer elected or appointed by the Board of Directors may be removed whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the Corporation and shall in general supervise and

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control all of the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any contracts or other instruments which the Board of Directors has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. VICE PRESIDENT. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. SECRETARY. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post-office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 9. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant

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Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VI.
COMMITTEES

SECTION 1. ARCHITECTURAL CONTROL COMMITTEE. After the Declarant has conveyed all of Lots, then the Board of Directors, by resolution adopted by a majority of the Directors in office, shall appoint the Architectural Control Committee. The Architectural Committee appointed by the Declarant as provided in the covenants shall act as the Architectural Control Committee so long as the Declarant owns any Lots. No erection of buildings or exterior additions or alterations to any building situated upon the Properties nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the matters and information required by the covenants shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and typography by said Architectural Control Committee. In the event said committee fails to approve or disapprove such design and location within fifteen (15) days after the said plans and specifications have been submitted to it, or in the event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Section will be deemed to have been fully complied with. The members of such committee shall not have been entitled to compensation for services performed pursuant to this Section.

SECTION 2. OTHER COMMITTEES. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more other committees. Except as otherwise provided in such resolution, members of such committee or committees shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof; PROVIDED HOWEVER that any committee which is given authority of the Board of Directors in the management of the Corporation (Executive Committee) and which is expressly permitted, must have its members appointed by the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of such committee to any Director or officer of the Corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing all of the property and assets of the Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that

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it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed upon it or him by law.

SECTION 3. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member removed from such committee, or unless such member shall cease to qualify as a member thereof.

SECTION 4. CHAIRMAN. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

SECTION 5. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. RULES. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VII.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these Bylaws, to enter into any contracts or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; provided, however, neither the Board of Directors nor any officer or agent of the corporation shall have the power or authority to execute any deed, mortgage, deed of trust, or other instrument of conveyance covering any real property owned by the corporation. Provided, however, personal service or maintenance or consultation contracts entered into by the corporation shall be ratified and confirmed at a meeting of the members after sixty (60%) percent of the lots in said addition have been sold.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the organization.

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SECTION 3. DEPOSITS. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 4. GIFTS. The Board of Directors may accept on behalf of the Corporation any contributions, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII.
CERTIFICATES OF OWNERSHIP

The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Corporation. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

ARTICLE IX.
BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X.
FISCAL YEAR

The fiscal year for the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI.
ASSESSMENTS

SECTION 1. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until the year beginning January 1, 2006, the annual assessment shall consist of maintenance of Common Areas, insurance, and taxes of payable N/A N/A (\$ N/A) DOLLARS per lot, per month in advance. From and after January 1, 2006, the annual assessment may be increased or decreased by vote of sixty (60%) percent of the total votes cast by Members.

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ARTICLE XII.**MERGERS**

To the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, PROVIDED THAT any such mergers or consolidations shall have the assent of two-thirds (2/3) of the total vote cast by members, voting in person or by proxy at a meeting called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. PROVIDED, FURTHER, HOWEVER, that no merger or consolidation under this Article shall affect the assessment rates or obligations of the members as fixed herein, nor their liability for the same.

ARTICLE XIII.**DEDICATION OF CORPORATE PROPERTY**

The Corporation shall have power to dedicate any of its property to an appropriate public authority for public use, PROVIDED THAT any such dedication shall have the assent of two-thirds of the total vote cast by members of each class, voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all members at thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIV.**RESTRICTIVE COVENANTS**

The restrictive covenants set out in that certain Declaration of Covenants; Conditions and Restrictions for Walker's Run Subdivision, dated the 20th day of May, 2005, and filed in the office of the county clerk of Ellis County, Texas, (the "Declaration"), are binding on the members of the Corporation. In the event of any conflict between these Bylaws and the aforesaid Declaration, then in such event, notwithstanding anything to the contrary contained in these Bylaws, the Declaration shall prevail and govern the Corporation.

ARTICLE XV.**WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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ARTICLE XVI.
AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a seventy-five (75%) vote of the total votes of both the Class A and Class B Members.

Adopted on the 20th day of May, 2005.


Secretary

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**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
WALKER'S RUN, A SUBDIVISION TO ENNIS, TEXAS**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF ELLIS §

This Declaration made this the 25th day of June, 2004, by Don Walker and Janet Walker, hereinafter referred to as "Owners" or "Declarants".

ARTICLE I

Construction of Improvements and Usage of Lots

Section 1. Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, said residence may not exceed two (2) stories in height, and a private garage as provided below.

Section 2. Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage, together with any household servants.

Section 3. Restrictions on Resubdivision. No lots shall be subdivided into smaller lots.

Section 4. Garages. All garage doors must open on the side or at the rear of the house or as otherwise approved by the Architectural Control Committee, hereinafter referred to as Committee. Street view into garage must be limited by angle, fences, shrubs, or wing walls. Each residence must have a minimum of a two-car garage attached to the house. On corner lots, no side entry garage may open to the side street.

Section 5. Driveways. All driveways shall be concrete with a minimum width of 10'(ten feet), unless otherwise approved in writing by the Committee, (i) side approach driveways shall not be allowed on any lot including, without limitation, any corner lot and (ii) driveway approaches to garages on corner lots shall be standard driveway approaches along the lot line which is shared by another lot and not along the lot line which abuts an adjacent street, except where enclosure by a brick wall and ironwork gate (see Section 4) is used to shield the view. Ennis City Code requires dust-free, hard surface, off-street parking for a minimum of 3 vehicles.

Section 6. Uses Specifically Prohibited.

(i) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up truck camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked overnight on any lot or in the driveway or parked on any public street in the Subdivision, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. No vehicle of any size that is used to transport inflammatory or explosive charge may be kept in the Subdivision at any time. Trucks with tonnage in excess of one ton and any

vehicle with painted advertisement shall not be permitted to park overnight within the subdivision.

(b) No temporary dwelling, shop, trailer or mobile home of any kind (except children's playhouses, dog houses, small utility buildings not to exceed 8' x 10', and greenhouses, which may be placed on a lot only in places which are not visible from any street) shall be permitted on any lot except with the prior written approval of the Committee. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(c) No structure of a temporary character, such as a trailer, a tent, a shack, a barn, or any other out-building shall be used on any property at any time as a dwelling house; provided, however, any builder, with the prior written approval of the Committee, may maintain and occupy model houses, sales offices and construction trailers during the construction period.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the subdivision except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises bees, swine, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than two (2) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(e) No lot or other area in the Subdivision shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers in appropriate locations, which may be specified by the Committee. And, unless otherwise expressly permitted by the Committee and the City, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(f) No individual sewage disposal system shall be permitted in the Subdivision.

(g) Except with the written permission of the Committee and the City, no antennas shall be permitted in this Subdivision except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure except with the written permission of the Committee and the City, one (1) antenna may be permitted, to be attached to the roof of the main residential structure and to extend above said roof a maximum of one (1) foot. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting systems.

(h) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must be visually screened from the street and adjoining lots and must be located in areas acceptable to the Committee. No garage, garage house or other out-building shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(i) Except for children's playhouses, doghouses, greenhouses and gazebos, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon. Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(j) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Subdivision, nor shall anything be done which is or may become an annoyance in the neighborhood. Nothing shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Subdivision is sold if such builder has received the prior written approval of such use from the Committee. Nothing shall prohibit an owner's use of a residence for quiet, non-offensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(k) The drying of clothes in public view is prohibited. No abandoned, derelict or inoperative vehicles may be stored or located on any lot. Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Subdivision.

(l) No sign of any kind shall be displayed to the public view on any lot except one (i) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding five (5) square feet used by a builder to advertise the property during the construction and sales period. Declarants or their agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Committee and the City and may be required by the Committee or the City to be removed.

(m) With the exception of antennas meeting the requirements of subsection (g) of this Section 6, no satellite discs or any other type of instrument or structure for receiving radio or television reception or other types of sound or video reception shall be allowed at any place outside of the house on a lot, including, without limitation on the roof of such a house or in the front, back or side yards of a lot except that such a satellite disc or other instrument or structure may be placed in the back yard of a lot so long as it is screened and not visible from the view of

any street or road.

Section 7. Side Line and Front Line Setback. Any owners of any lot in this Subdivision, may, through these Restrictive Covenants and the rights granted herein, enforce any of the City of Ennis, Texas' building set back requirements as provided under the Planning and Zoning Code of the city of Ennis or the Building Code or any amendments thereto through any remedies provided herein or by law or in equity. The minimum side yard line setback shall not be less than seven (7) feet. No building on any lot shall be located closer than thirty (30) feet to the front property line of each lot.

Section 8. Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than Two Thousand (2,000) square feet on all lots. One and one-half and two story residences shall have a ground floor area of not less than Fourteen Hundred (1,400) square feet, exclusive of open porches, garages and patios.

Section 9. Building Materials; Exterior Items and Surfaces. The total exterior wall area, except windows and doors, of each building constructed or placed on a lot shall not be less than eighty-five percent (85%) (or such higher percentage as may be required by the Committee) brick, brick veneer, stone, stone veneer or other material approved by the Committee and provided, however, the front external wall area, except windows and doors, of such buildings shall not be less than one hundred percent (100%) of such materials unless otherwise approved by the Committee in writing. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered by the following shall be excluded from such calculation: gables or other areas above the height of the top of standard height first-floor windows. No plywood shall be used on any exterior wall. Roofing shall be a minimum 240 lb. with thirty (30) year warranty or better Comp Shingles, man-made slate, concrete flat tile, tile, or other material acceptable to the Committee provided, however, no other materials shall be permitted unless approved by the Committee. No wood shingles will be permitted. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the prior approval of the Committee both as to design, materials and location. Mailbox enclosures shall be approximately 24" x 24" x 54" high, constructed of brick or masonry to be approved prior to construction by the Committee (same materials to match front of house) and shall be of standardized construction and appearance, similar to other mailboxes in the Subdivision.

Section 10. Fences and Walls. Any fence or wall must be constructed of masonry, brick, and stone, wood or other material approved by the Committee and the City. Retaining walls must be constructed entirely out of materials approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front or side next to a street building line of any residence. Fences or walls erected by Declarants shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner. No portion of any fence shall extend more than eight (8) feet in height.

Section 11. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which

may be installed by the Declarants pursuant to their development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Subdivision whether upon individual lots, easements streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Subdivision, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, television, cable and telephone) shall be buried underground unless otherwise required by a public utility.

Section 12. Commencement of Construction. Each residence constructed on each lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval by the Committee in writing of the plans and specifications prepared in connection with such construction. No time limit is imposed upon the start of construction; however, once begun; construction shall be completed within twelve (12) months from the starting date.

Section 13. Special requirements. Prior to commencing construction, the foundation plans for each residence shall be approved and stamped by an architect or structural engineer approved by the State of Texas. This requirement will be completed prior to the issue of a building permit by the City. A final grade survey will be required which shows a positive drainage and responsible water flow away from the main structure and adjoining homes. Each lot owner will be responsible for insuring their drainage is channeled to the street or normal drainage areas. Roof pitches will be a minimum of 8/12 or greater over the main span and front roof spans. A higher pitch is encouraged. The rear pitch on 1 1/2 story or rear porches can be reduced to 6/12 or greater. The primary first floor plate height shall be nine (9) feet or taller for 66 2/3% of the area. No plate height under eight (8) feet will be acceptable except under special approval or styling accents.

Section 14. Flatwork specifications. Driveways shall be constructed of concrete a minimum of 4" thick on 4" of cushion sand, 5 sack mix, 3000 psi with 3/8" rebar 12" on center both ways. Patios must be connected to house foundation with rebar and shall be constructed of concrete a minimum of 4" thick on 4" of cushion sand, 5 sack mix, 3000 psi with 3/8" rebar 12" on center both ways with 8" perimeter beam. Walk from front door to the street must be 48" wide x 4" thick with 3/8" rebar 12" on center in both directions on 4" of cushion sand.

ARTICLE II Architectural Control

Section 1. Appointment. Declarants, successors or their assigns shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about standards within the Subdivision. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Subdivision consistent with this declaration.

The initial Architectural Control Committee includes:

Don Walker
Janet Walker

Ben Little

Section 2. Authority. No building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee.

Section 3. Successors. In the event of the death, resignation or removal by Declarants of any member of the Committee, Declarants shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensate for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this declaration.

Section 4. Termination; Continuation. The Committee appointed by Declarants shall cease to exist on the date on which all the members of the Committee file a document declaring the termination of the Committee. Such termination shall be filed with the City.

Section 5. Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. The Committee encourages the design and construction of European and American Classic architecture homes. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Subdivision. The Committee shall also have the authority to generally require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 6. Procedure for Approval. Final construction plans, landscape plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", and returned to the lot owner or his designated representative so application for building permit may be submitted to the City of Ennis, TX. If the Committee fails to respond to such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed.

ARTICLE III

General Provisions

Section 1. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarants, conveying lots in the Subdivision, whether specifically referred to therein or not.

Section 2. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear eight (8) feet of each lot. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarants reserve the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements with City of Ennis approval. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement, which may traverse a portion of the lot.

Section 3. Side Walks. The owner of each lot shall install a sidewalk eight (8) feet from the curb and street, along the street property line of their lot. The sidewalk must be 48" wide x 5" thick with 3/8" rebar 12" on center in both directions on 4" of cushion sand and must not curve around other structures such as mailboxes. Mailboxes are required to be in the parkway out of the way of sidewalks and other items such as light poles.

Section 4. Lot Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street and shall maintain the yards in a sanitary and attractive manner.

Section 5. Maintenance of Improvements. Each lot owner shall maintain the exterior of all building, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn, broken, or damaged parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 6. Term. These covenants, reservations and restrictions shall be binding on all parties and all persons and parties claiming under them for a term of eighty-five (85) years, unless an instrument signed by the owners of a simple majority (50% + 1 vote) of the lots have been recorded (with one vote to be cast for each lot so owned), agreeing to change said restrictions, reservations and covenants in whole or in part, after all lots have been sold and transferred by Declarants to another owner.

Section 7. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Subdivision. It being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of the land except land in the Subdivision, and the same shall insure to the benefit of owners of land in the Subdivision and the Declarants, their successors and assigns. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Subdivision is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 8. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment of

order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 9. Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to the lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 10. Enforcement. The owner of any lot in the Subdivision shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Subdivision, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Subdivision, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Subdivision, whether owned by the undersigned, its successors and assignees, or others. Failure by any owner, including Declarants, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor does any owner, including Declarants, assume the responsibility for taking enforcement action, but rather such action shall be at the option of the owner or Declarants.

Section 11. Yards. Grass, weeds and vegetation on each lot in this Subdivision must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the Owner or its assigns of said Subdivision may, at its option, have the grass, weeds and vegetation cut when, and as often as necessary in its judgment, and the owners of the property shall be obligated to reimburse the Owner or its assignee for the cost of such work.

Section 12. Amendment. Until the sale by Declarants of half of the total number of lots in the Subdivision to third parties unrelated to the Declarants, the Declarants, their successors or assigns, at their discretion, may abolish or amend the covenants, conditions and restrictions set forth herein, in whole or in part, save and except Section 8 hereof, shall never be reduced below 2000 square feet of air conditioned living area. Subsequent to such sale and so long as the Declarants owns at least one Lot, the Declarants may amend the covenants, conditions and restrictions set forth herein.

Section 13. Addresses. Any notices or correspondence to any owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the address shown under the signature of Declarants below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

Section 14. Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.