

c. To protect other residents, certain elements of recreational systems may not be permitted where, in the view of the Architectural Control Committee, the units cannot be adequately screened.

16. **MAIL BOXES.** All mail boxes shall be affixed to structures made of brick of the same type as used on the dwelling; and all mail boxes and supporting structures shall be of a design approved in writing by the ACC prior to construction.

17. **PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

18. **EASEMENTS.** All easements shown on the Plat for the purpose of installation of and maintenance of public utilities, drainage, landscaping, maintenance or other specified use and all easements hereafter granted for such purposes by the undersigned, its successors and assigns, shall be strictly observed and shall not be obstructed so as to hinder any such easements.

19. **SIGNS.**

a. Except as set forth in Subparagraph "c" below, no signs of any kind which are visible to the public shall be placed on any Lot, except for signs erected by Developer and/or Builder advertising any Lots for sale. Developer and/or Builder may erect one sign with an area no larger than fifteen (15) square feet on each Lot advertising each Lot for sale. No boat, trailer, car or other vehicle shall be advertised for sale or rent on any Lot or on the street adjoining any Lot.

b. No signs of any kind shall be placed on the Common Area of the Association without the express written consent of the Association.

c. No sign or signs shall be displayed to the public view on any Lot, except that: (1) a dignified "for sale", "open house" or "for rent" sign (of not more than nine (9) square feet in size) may be erected on a Lot by its Owner for the applicable sale or rent situation (the "open house" sign to be displayed no more than a few hours before the open house period and removed when the house is no longer open); (2) signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to two (2) in number (one in the front yard and one in the back yard); (iii) of a reasonable size; and (iv) subject to the written approval of the ACC.

d. The Association may from time to time cause reasonable signs to be placed in the Common Area, or with the consent of Owners on Lots, for the safety and quiet enjoyment of the Subdivision. Nothing in this Paragraph 19 shall preclude Developers, Builders, Contractors, Subcontractors, or Materialmen from posting any signs required under applicable laws as necessary or desirable for safe construction.

20. **ROOFS.** All buildings constructed on said property shall have a roof covering of slate, wood shingles, tile, or 240# dimensional shingles approved by the ACC or other material approved by the ACC. The roof pitch of any structures shall be eight (8) feet x twelve (12) feet meet minimum from side to side and twelve (12) feet x twelve (12) feet maximum on the front elevation and six (6) feet x twelve (12) feet behind the front elevation roof pitch line to the rear of any structure. Any deviation of roof pitch must be approved by the ACC.

21. **GARBAGE - WEEDS.** Unless otherwise expressly permitted by the ACC, garbage containers shall be placed so as not to be visible from the street on any Lots, and shall be constructed of a material that is harmonious with the exterior of the home. Owners of Lots, whether built on or not, must keep the Lots free of weeds and debris. If at any time, an Owner of any Lot fails to control weeds, unsightly growth and debris that is on a Lot, the Developer or its successors or assigns, or any other Lot Owner within the addition shall have the right to go on said Lot and mow and clean and bill the Owner of record for charges after seven (7) days written notice and Owner's failure to remedy the problem. Such Assessments, together with interest thereon at the Delinquency Rate and costs of collection thereof, shall be charged on the land, and shall be a continuing lien upon each Lot against which each such assessment is made. Each such Assessment, together with 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, 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.

22. **ANTENNAS AND AERIALS.** All television antennas and other antennas and aerials other than satellite dish antennas no greater than twenty (20) inches in diameter shall be located inside the attic or under the roof, unless otherwise expressly permitted by the ACC in writing. Satellite "Dish" antennas of no greater than twenty (20) inches in diameter shall be attached to the main structure and shall be erected as to not be visible from the street in front of the lot. No "free standing" radio antenna, television antenna, "dish", or other device for the receipt or transmission of electromagnetic radiation shall be erected without the written consent of the ACC.

23. **LANDSCAPING AND DRAINAGE.**

a. Landscaping of a Lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. No dams shall be constructed nor shall any other alteration or change be made in the course or flow of any creek, crossing or abutting any Lot, without the prior written approval of the ACC. All Lots shall be graded so that surface water will flow directly to a street or alley without crossing any other Lot.

b. All Lots must have at least three trees with a caliper equal to or exceeding two inches. At least two of these trees must be located in the front yard and may be located in the public right of way, provided that all private licensing requirements of the city code and charter are met. The trees must be species listed in Section 51A-10 134 (b) of the Dallas City Code. The tree planting provision must be complied with prior to receiving final inspection of any building on a Lot.

24. **POOLS AND POOL EQUIPMENT.** No above ground pools are permitted. All pool service equipment shall be located in either (a) a side yard between the front and rear boundaries of the dwelling; or (b) in the rear yard adjacent to the dwelling unless otherwise approved in writing by the ACC.

25. **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 Lots, if such improvements do not conform to and comply with the Restrictions set out herein.

26. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by a proceeding initiated by an Owner or by any member of the ACC, or by the Association, or by the City of Dallas, Texas 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 ACC, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce covenants and restrictions by a proceeding or proceedings at law or in equity.

27. COVENANTS RUNNING WITH THE LAND/DURATION. These Restrictions, each of which shall be deemed to be a real property covenant, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned, and their respective successors, heirs, personal representatives and assigns until January 31, 2026. These Restrictions shall be automatically extended thereafter for successive ten-year periods, unless at least three-fourths (3/4) of the Owners shall in writing change or modify the same in whole or in part by action taken during the year 2026 or during the last year of any succeeding ten year renewal period. The foregoing restrictions shall be applicable only to the property described in Exhibits A & B and not to other property which may be owned by the undersigned or by the other Owners.

28. SERVICE FACILITIES. All clothes lines or service facilities must be enclosed within walls, fences or landscaping (all approved as provided herein) so as not to be visible from outside the Lot.

29. PUBLIC USE PERMITTED. 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 Dallas and the Plano Independent School District, from using any of the property affected hereby for public purposes, regardless of nature of said use.

30. VALIDITY. Violation or failure to comply with these Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any Lot. 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 Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Dallas then such municipal requirement shall control. Any deed or legal instrument (except deed of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any land within the Subdivision 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 used in connection with paragraphs herein are for convenience only and shall not be deemed to construe or limit the meaning of the language herein.

31. COMMON AREA ALIENATION. Except as to the Association's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, transferred or otherwise encumbered without the approval of all holders of first mortgage liens on each Lot.

32. MORTGAGEE RIGHTS.

a. Upon no less than thirty (30) days prior written request to the Association, any holder of a first mortgage lien will be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive annual financial statements, audited and otherwise, within ninety (90) days following the end of the Association's fiscal year; and (iii) receive notice of the Association's meetings and designate a representative to attend such meetings.

b. The Association shall immediately reimburse first mortgagees who may, jointly or singly, pay taxes or other charges which are in default and which may or have become a lien against the Common Area, or who may pay overdue premiums on hazard insurance policies on the Common Area, or who may secure new hazard insurance coverage on the lapse of a policy on the Common Area.

c. A first mortgagee, upon written request, shall be entitled to written notice from the Association of any default in the performance by the individual Owner-mortgagor of any obligation under the Restrictions, By-Laws, or rules and regulations promulgated by the Board which is not cured within sixty (60) days.

d. Violation or failure to comply with these Restrictions, shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any Lots in the subdivision.

33. LEASES. Any lease agreement between an Owner and a lessee shall be in writing and provide that the terms of the lease are subject to the provisions of the Restrictions, By-Laws and Articles of Incorporation, and any violation of any provision of said documents will be a default under the terms of the lease.

34. SUBSTANTIAL TAKING OR DESTRUCTION. Any holder of a first mortgage lien will be entitled to timely written notice of substantial damage to or destruction of any part of the Common Area.

35. CONDEMNATION. If all or any part of the Lots are taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all first mortgagees known to the Association to have an interest in any Lot. The expense of participation in such proceedings by the Association shall be borne by the common fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceedings, to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and first mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Area so taken or damaged. In the event it is determined that such Common Area should be replaced or restored by obtaining other land or building additional structures, these Restrictions shall be duly amended by instrument executed by the Association on behalf of the Owners.

36. ANNEXATIONS.

a. Additional residential property and Common Area may be annexed to the Lots with the approval of a three-fourths (3/4) vote of each class of the members of the Association.

b. Nothing in these Restrictions shall be construed to represent that Developer, its successors or assigns, are under any obligation to add or annex additional property to this Subdivision.

c. Any annexed property shall be developed in a manner similar to the development of the then existing property in accordance with a general plan of development under which the architectural standards prevailing within the existing property will be continued in such annexed properties, the residential dwellings to be constructed on lots within such annexed properties will be lots and will be similar to the Lots developed on the existing property, and the lots within the annexed properties will become subject to assessment in the same manner as then prevailing for the existing property. All the provisions of these Restrictions shall apply to the property being annexed with the same force and effect as if said property were originally included in these Restrictions as part of the original development.

d. The additions authorized under this paragraph shall be made by filing of record: (a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional property which shall (i) extend the scheme of the covenants and restrictions of these Restrictions to such additional property and (ii) provide that the proportionate ownership interests in the Common Area of the Owners by virtue of Association membership immediately prior to the filing of such Supplementary Declaration(s) shall be adjusted so that the proportionate interest of each Owner after the filing of such Supplementary Declaration shall be equal to the number of Lots owned by such Owner divided by the total number of Lots within the property subject to these Restrictions after such annexation; and (b) a deed from Developer to the Association which shall convey to the Association all of the area within the Common Area for the benefit and use of the Owners, with reservation of Developer's rights previously set forth.

37. **NOTICE.** Any notice required to be given to an Owner or member under these Restrictions shall be deemed to have been duly given if direct by United States mail, postage pre-paid, first class, and addressed to the Owner/Member at such party's last known address as it appears in the records of the Association at the time notice is being given.

WITNESS the Developer's execution this 24 date of June, 1996.

PACIFIC UNITED DEVELOPMENT CORPORATION,
a Nevada corporation

By: Coleman Bradley, Pres

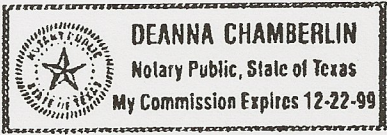
Name: Coleman Bradley

Title: President

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Coleman Bradley, President of Pacific United Development Corporation, a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY AND SEAL OF OFFICE this the 20 day of June, 1996.

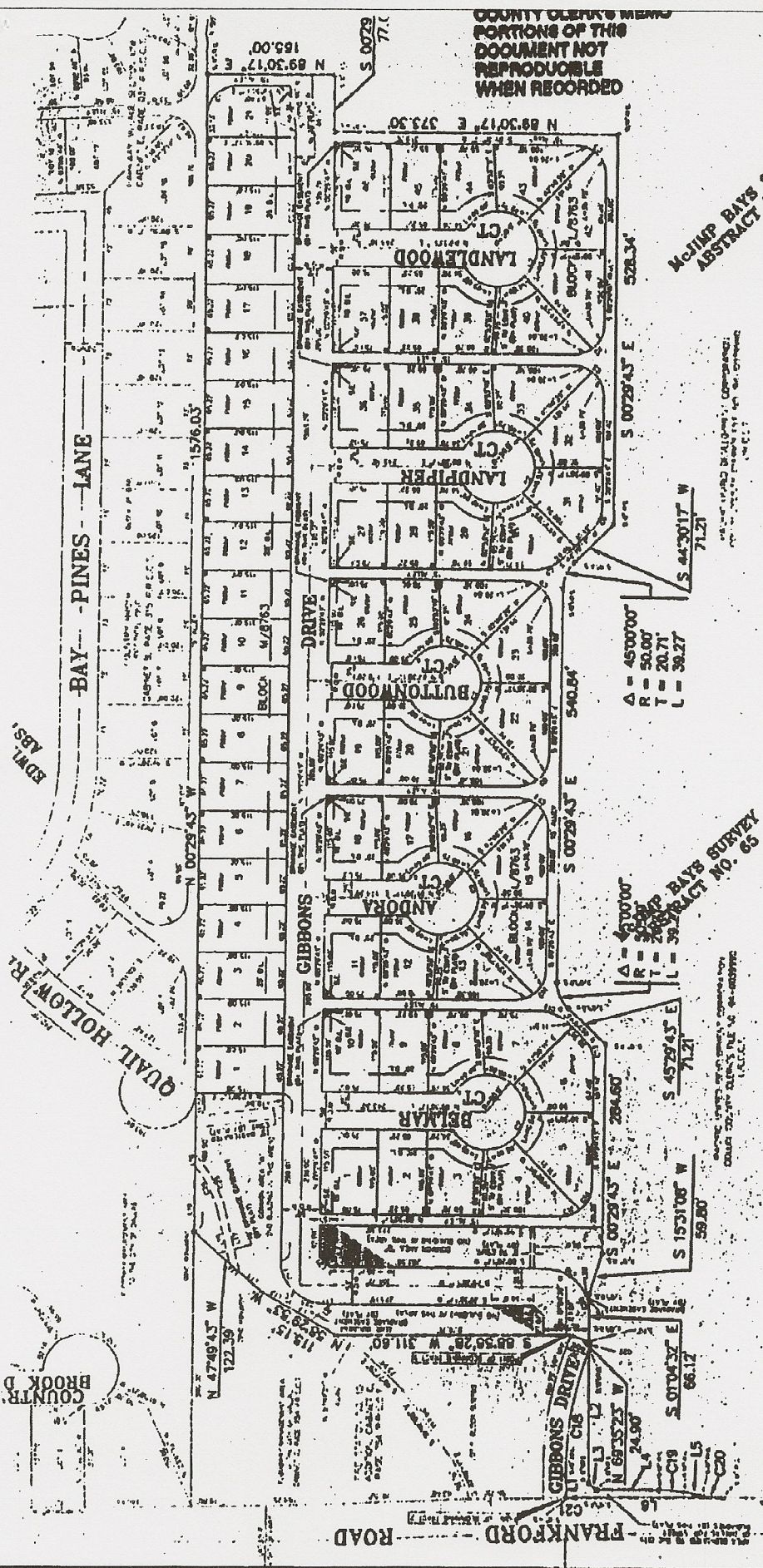


Deanna Chamberlin
Notary Public in and for
State of Texas

My Commission Expires:
12-22-99

**AFTER RECORDING RETURN TO:
SOUTHWEST LAND TITLE CO.
500 N. AKARD
2900 LINCOLN PLAZA
DALLAS, TEXAS 75201
ATTN: D. HAIGHT**

Exhibit "A"



COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

McJIP BAYS SURVEY
ABSTRACT NO. 85

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
That SAUCER LIMITED DEVELOPMENT CORPORATION, a Texas Corporation, of
duly authorized officer, does hereby certify this plat, describing the land
in COUNTRY BROOK, SECTION 9000.

$\Delta = 4500'00''$
 $R = 50.00'$
 $T = 20.71'$
 $L = 50.27'$

$\Delta = 4500'00''$
 $R = 50.00'$
 $T = 20.71'$
 $L = 50.27'$

$\Delta = 4500'00''$
 $R = 50.00'$
 $T = 20.71'$
 $L = 50.27'$

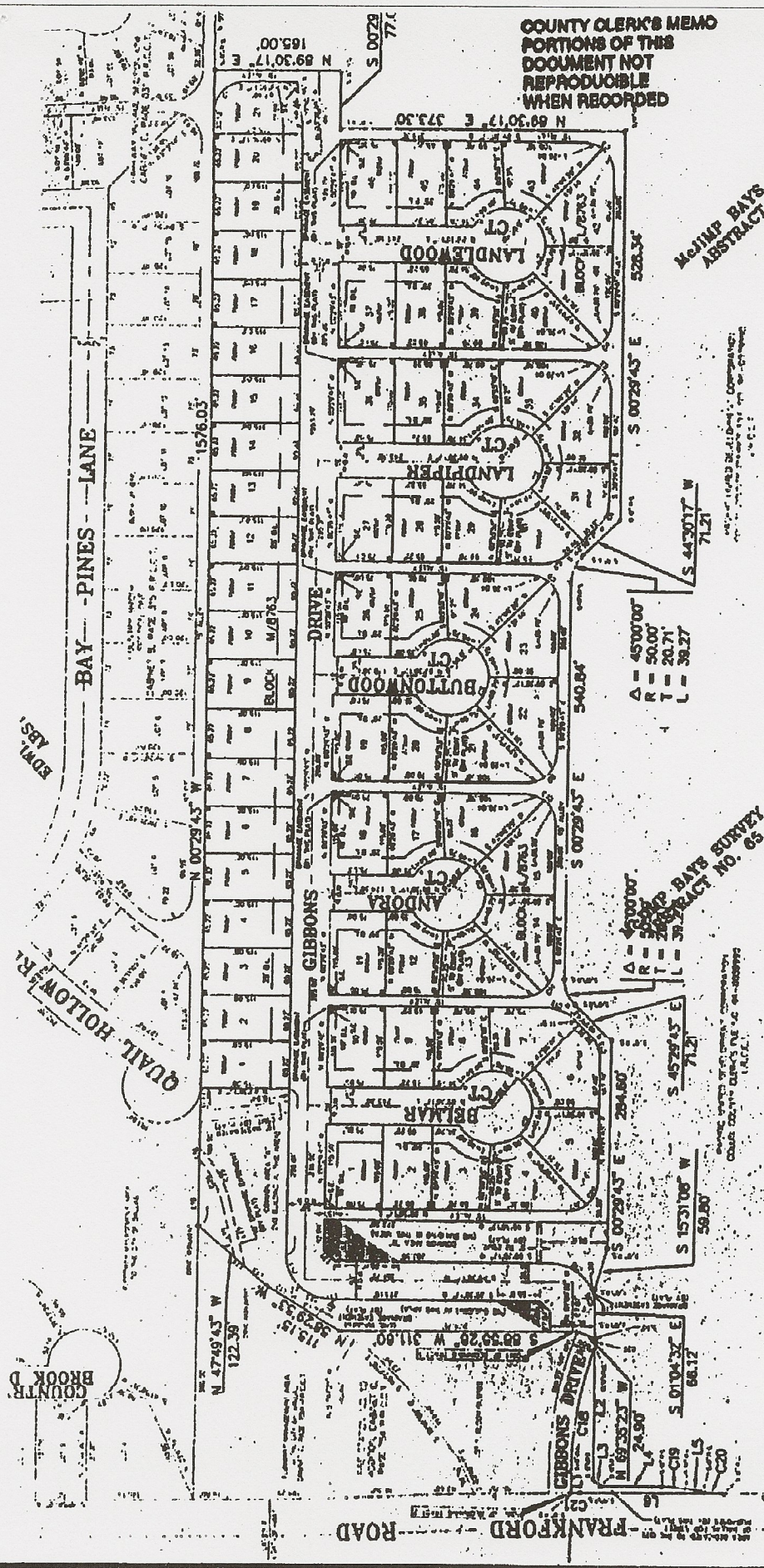
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$\Delta = 4500'00''$
 $R = 50.00'$
 $T = 20.71'$
 $L = 50.27'$

61

Exhibit "B"



COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

MEJIMP BAYS SURVEY
ABSTRACT NO. 65

NOTE: THE ABOVE SHOWS ALL NEW & EXISTING LOTS
THAT HAVE BEEN DEVELOPED OR ARE BEING DEVELOPED IN THIS SUBDIVISION.
OUR OFFICE OFFICER, DOES NOT HAVE ANY OTHER INFORMATION CONCERNING THE
COUNTRY BROOK, SECTION 1035

Δ = 4500'00"
R = 50.00'
T = 20.71'
L = 39.27'

Δ = 4500'00"
R = 50.00'
T = 20.71'
L = 39.27'

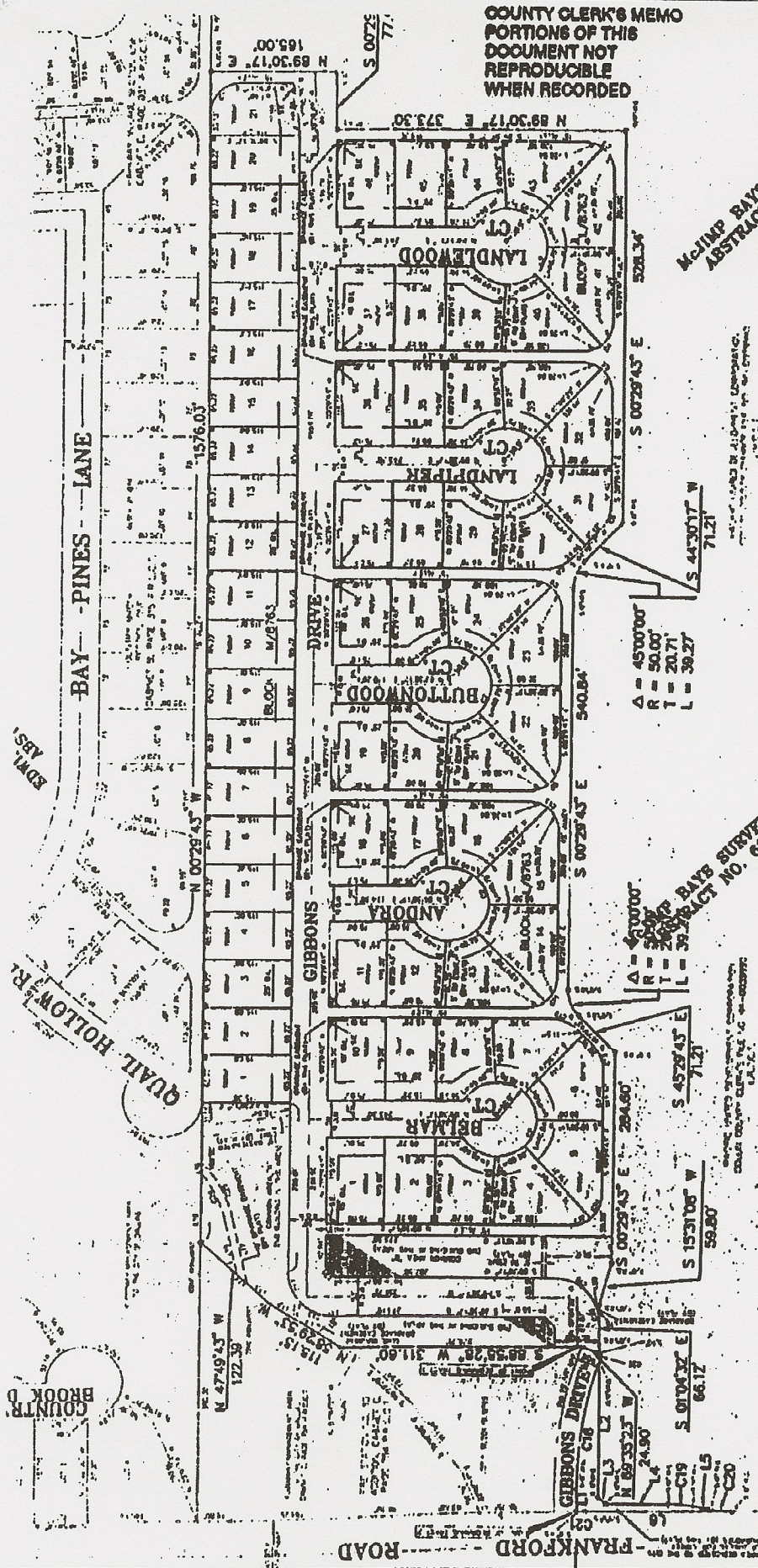
Δ = 4500'00"
R = 50.00'
T = 20.71'
L = 39.27'

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L = 39.27'

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R = 50.00'
T = 20.71'
L = 39.27'

Δ = 4500'00"
R = 50.00'
T = 20.71'
L = 39.27'

Exhibit "C"



COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

McIMP BAYS SURVEY
ABSTRACT NO. 65

FOR THE PURPOSE OF MAKING ALL MEN & THESE APPLICANTS
BUT SHALL NOT BE CONSIDERED A BASIS FOR THE
OR ANY OTHER PURPOSE, AND THE COUNTY CLERK'S OFFICE
COUNTRY BROOK, SECTION 15

$\Delta = 450000'$
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 $T = 20.71'$
 $L = 39.27'$

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$\Delta = 450000'$
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 $T = 20.71'$
 $L = 39.27'$

JUN 27 1996

Helen Starnes



COUNTY CLERK, COLLIN COUNTY, TEXAS

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1996/06/27

At 12:56P

Number: 96- 0053796
Type: RA 47.00

20