

BUILDING AND USE RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF DENTON §

That the undersigned, Liberty & Justice, Inc., a Texas corporation, (sometimes hereinafter called "Developer") being the owners of property described as Liberty Hill, an addition to the City of Dallas, Texas, as recorded in the Plat Records of Denton County, Texas in Cabinet I, Page 179, and being all of said addition except for the portions described in or referred to in Section 17 hereof which are excluded from these restrictions, do hereby restrict said property as hereinafter set out which purchasers of said lots, their heirs, administrators, or assigns, and said restrictions shall be covenants running with the land, to wit:

1. The plats for said property will comply with City zoning and houses will be located not less than the distance from the front property lines to building lines therein established for the individually numbered lot and block therein. The minimum setback line for each corner lot from the side street shall be distance therein established for the corner lots likewise shown in the recorded plat. The minimum side yard setback for any dwelling adjacent to a non-corner side yard shall be three feet (3'). The location of any structure must also comply with Exhibit "A", attached hereto, where applicable.

2. There shall not be erected on any one lot designated on said plat, except as hereinafter provided, more than one private dwelling house, garage, servant house, and necessary outbuildings and said property shall be occupied by one family only, except in the case of servants living in servant quarters on the premises.

3. No dwelling shall be erected on a lot of materials other than brick, stone, brick veneer, stone veneer, or other masonry materials unless the above named materials constitute at least the City requirement for the total outside wall areas. Gables or other exterior areas above the height of the top of standard height first floor windows are excluded from this requirement.

4. Each residence as erected on a lot shall have a minimum floor area equal to or greater than the City of Dallas zoning requirements for this addition.

5. The easements shown on the final plat of Liberty Hill, as filed on record, are reserved for the mutual use and accommodations of garbage collection agencies and all public utilities desiring to use same. Any public utility shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips, and any public utility shall, at all times, have the right to egress and ingress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective system without the necessity at any time of procuring the permission of anyone.

6. No noxious or offensive trade or activity shall be carried on upon any lot, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, barn, garage or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be permitted as a residence.

8. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Affected Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Affected Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Affected Lot.

9. No fence shall be permitted to extend nearer to any street than the front line of the improvement as herein provided; no fence shall exceed eight feet (8') in height.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. No person owning any lot or lots shall keep domestic animals in a number in excess of that which he may use for the purpose of companionship of the private family, it being the purpose and intention hereof to restrict the ownership of domestic animals against any commercial purposes of any kind or character and to restrict the use of said property so that no person shall quarter on the premises either horses or cows. By agreement of the parties hereto, the term "domestic" animals specifically excludes horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, or turkeys or other animals that may interfere with the quietude, health or safety of the community.

12. The foregoing building and use restrictions which are made hereby conditions subsequent running with the land, shall remain in force and effect for thirty (30) years from the date of this instrument at which time the same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then property owners of the lots in said subdivision shall then agree in writing to change said restrictions, conditions, and covenants in whole or in part.

13. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violators.

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

15. Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way affect the validity of any mortgage, loan or bona fide lien which may in good faith, be then existing on the above property.

16. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography by Liberty & Justice, Inc. or its authorized representatives.

In the event the Developer or its authorized representatives fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the Developer nor its authorized representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the Developer and of its authorized representatives shall cease on and after December 31, 1999. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots on this subdivision and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by the Developer.

17. These restrictions shall not extend to or cover any portion of the above named addition which is or may hereafter be designated or described on the recorded plat of said addition with the terms "Not Platted" or "Reserve," or with words or terms of similar meaning. Moreover, these restrictions shall not extend to or cover any portion of the above named subdivision or

addition upon which no private dwelling is constructed within five (5) years of the date hereof and which property is hereafter, at any time, rezoned by the city government in which the property is located with a classification other than single family residential.

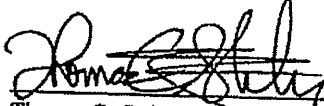
18. No object, including vegetation, shall be permitted on any corner lot which either (i) obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through sign lines parallel to the ground surface at elevations between two feet (2') and six feet (6') above the roadways, or (ii) lies within a triangular area on any corner lot described by three points, two such points being at the end of twenty-five feet (25') back along the curb on the two intersecting streets abutting said corner lot, and third point being the center of the corner curb abutting said lot.

19. Liberty & Justice, Inc., the Developer, reserves the right, so long as it is owner of any residential lot in the addition, to amend, revise, or abolish any one or more of the foregoing restrictions and to revise the plat of such addition by instrument duly executed and acknowledged by it as the Developer in the Deed Records of Denton County, Texas; provided, however, that no such amendment, revision, abolition or change shall be effective unless approved in writing by the Federal Housing Administration.

20. Liberty & Justice, Inc., the Developer, reserves the right, to convey and assign to others, its rights and powers as outlined in Items 1 through 19, above.

EXECUTED this the 22 day of MARCH, 1993.

LIBERTY & JUSTICE, INC

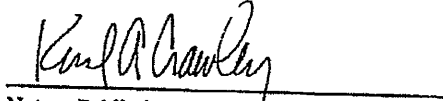

Thomas C. Staley, President

17300 Dallas Parkway, Suite 3040
Dallas, Texas 75248

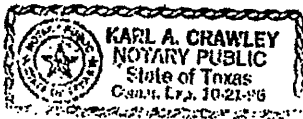
THE STATE OF TEXAS §
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COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Thomas C. Staley of Liberty & Justice, Inc., 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 Liberty & Justice, Inc., a Texas corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22 day of March, 1993.

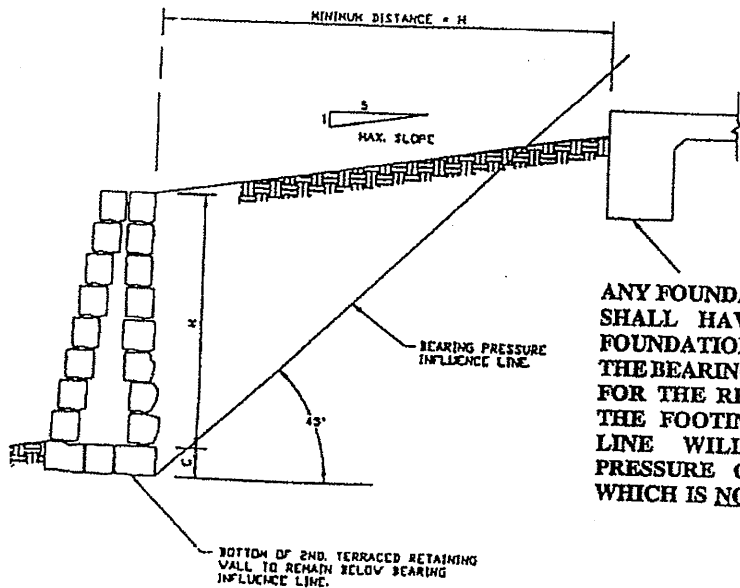

Notary Public in and for the State of Texas

SEAL



Notary printed name:
My commission expires: 10/21/96

EXHIBIT "A"



ANY FOUNDATIONS TO BE CONSTRUCTED SHALL HAVE THE BOTTOM OF THE FOUNDATION FOOTING PLACED BELOW THE BEARING PRESSURE INFLUENCE LINE FOR THE RETAINING WALLS. PLACING THE FOOTING ABOVE THE INFLUENCE LINE WILL INCREASE SURCHARGE PRESSURE ON THE RETAINING WALL WHICH IS NOT PERMITTED.

Filed for Record in:
DENTON COUNTY, TX

On 1993/03/23

At 2:03P

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Type : RES 15.00