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COUNTY CLERK

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BUILDING AND USE RESTRICTIONS ISSUED MAR 18 PM 1:11

STATE OF TEXAS

COUNTY OF SMITH

SMITH COUNTY, TEXAS
KNOX ALL MEN BY THESE PRESENTS, DEPUTY

That, the undersigned, FREEDOM FINANCIAL CORPORATION, a Texas corporation, ("Developer"), being the owner of the Properties described as Tealwood Phase 1, located in Smith County, Texas as described and created by the final plat thereof recorded in Cabinet B, Slide 281/B, of the Plat Records of Smith County, Texas, does hereby restrict the Properties as hereinafter set out which restrictions shall be binding upon the Owners or any purchasers of the Lots, their heirs, administrators, lessees, invitees or assigns, and the restrictions shall be covenants running with the land, to-wit:

ARTICLE I

DEFINITION

Section 1. "Properties" shall mean and refer to all land in Tealwood Phase 1 which is subject to the reservations set forth herein and in any recorded Subdivision Plat of the Properties.

Section 2. The words "Lot" or "Lots" shall mean and refer to any plot of land shown upon any recorded Subdivision Plat of the Properties.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those whose interest is held merely as security for the performance of an obligation.

ARTICLE II

USE OF PROPERTIES AND

LOTS - PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

Section 1 - Residential Purposes. Each lot shall be used exclusively for residential purposes. Not more than one dwelling shall be constructed on any Lot although two adjacent and contiguous Lots may be utilized for the construction thereon of one residential dwelling. As used herein, the term "residential purposes" shall be construed to prohibit the use of the Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose. No building

of any kind or character shall ever be moved onto any lot, it being the intention that only new construction shall be placed and erected thereon.

Section 2 - Resubdivision of Lots. No subdivision or resubdivision of any lot or combination of lots shall be permitted except upon prior approval of the Architectural Control Committee.

Section 3 - Duration of Construction. All improvements shall be completed within six (6) months from the beginning of construction unless an extension is granted by the Architectural Control Committee in writing.

Section 4 - Boathouse or Boat Dock. No boathouse, boat dock or pier shall be erected on or adjacent to any lot until the plans, specifications and plot plan have been approved in writing by the Architectural Control Committee in writing. All such structures are subject to the rules and regulations of the Upper Neches River Authority and it is the responsibility of the owner to obtain the appropriate approval of the Authority when applicable.

Section 5 - Floor Space. Each dwelling constructed on any lot shall contain minimum required floor area, as verified by the Architectural Control Committee, of no less than 1,500 square feet. For purposes of this section, minimum required floor area shall be computed exclusive of the breezeways, garages, open porches, carports, accessory buildings or accessory space and designed and used directly and specifically for dwelling purposes.

Section 6 - Height. No building or structure on any lot shall exceed two (2) stories in height unless otherwise specifically approved by the Architectural Control Committee.

Section 7 - Temporary Structures and Vehicles.

(i) No temporary structure of any kind shall be erected or placed upon any lot except as provided in (ii) below. Any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than a conventional automobile shall, if brought within the Properties, be stored, placed or parked within the garage or within an adequately approved screened area of the appropriate lot Owner.

(ii) Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as it in its sole discretion determines to

be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 8 - Driveways, Garages and Carports. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garages shall have doors which shall be closed at all times when not in use. No carports or garages may be added without the prior approval of the Architectural Control Committee. Plans for added garages and carports shall be subject to the approval of the Architectural Control Committee. All driveways shall be constructed of a paved surface of which said surface shall be designated on the plans and specification submitted for Architectural Control Committee approval. All driveways shall be a minimum width of ten (10) feet with culvert pipe drains of adequate size. No culvert pipe shall be smaller than twelve (12) inches in diameter.

Section 9 - Setback Requirements. The location of each building on each Lot and the determination of front and side set back lines shall be subject to the approval of the Architectural Control Committee, provided that in every case the set back lines shall be in compliance with the minimum standards set by the County or other applicable governing authority.

Section 10 - Signs. No sign or signs shall be displayed to the public view on any Lot except that:

(i) Developer may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots;

(ii) Any builder, during the construction and sale of the dwelling may utilize one professional sign (of not more than twelve (12) square feet in size) on each Lot which it owns for advertising and sales promotion;

(iii) Thereafter, a dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized on a Lot by the Owner of that Lot for the sale of the Lot and its improvements.

Section 11 - Fences. All screening walls must be constructed of an approved material. Complete plans (including gates) for any wall, fence or hedge, showing materials to be

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used, location and height, must be submitted to the Architectural Control Committee for approval prior to construction. No wall fence or hedge shall be constructed which will cause a traffic hazard at street intersections or curves in the street. All closes lines, wood piles, tool sheds or service facilities must be located or placed behind fences, walls or landscaping so as not to be visible from the street.

Section 12 - Trash Receptacles and Collection. Garbage and trash on the premises shall be kept in watertight trash receptacles with tight-fitting covers, and no cans, bottles, paper, trash or rubbish shall be placed, deposited or accumulated or thrown on the ground or in any place except a proper trash receptacle as aforesaid. All trash receptacles shall be screened by fences or shrubbery so as not to be visible by adjacent Owners or from the street. Each Owner shall make or cause to be made appropriate arrangements for collection and removal of garbage and trash on a regular basis. Each Owner shall observe and comply with all regulations or requirements promulgated by the governing authority in connection with the storage and removal of trash and garbage.

Section 13 - Exterior Surfaces. All roofs shall be constructed of materials approved by the Architectural Control Committee. The exterior surface of all residential dwellings, accessory buildings and boathouses shall be constructed of glass, brick, wood or other material approved by the Architectural Control Committee. Installation of all types of exterior items and surfaces such as lights, mail chutes, towers and antennas shall be subject to the prior approval of the Architectural Control Committee. All accessory buildings shall be constructed of the same materials as the residential dwelling subject to the prior approval of the Architectural Control Committee.

Section 14 - Offensive Activities. No obnoxious or offensive activity shall be conducted on any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to any other Owner.

Section 15 - Animals.

(i) No Owner shall keep any animals except domestic animals and as provided in (ii) below. Domestic animals shall not be kept in a number in excess of that which the Owner 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. The term "domestic" animals is intended to mean house pets and specifically excludes 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.

(iii) Horses or ponies may be kept on lots containing four (4) or more acres. The number of such animals shall be limited to one (1) animal per acre. All fences for such animals are subject to the requirements of Section 11 above. All buildings housing such animals are deemed to be accessory buildings and are subject to the requirements of Section 13. Animals permitted under these restrictions shall not be permitted to graze or pasture in front of a line even with the front of the residential dwelling.

Section 16 - Air Conditioner. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building on the front street side of the building.

Section 17 - Sanitary Facilities. Sewage disposal systems must be constructed in accordance with the rules and regulations of any municipal, state or other governmental agency having jurisdiction over this subdivision. The sewage disposal system shall be operated and maintained at all times so as not to emit any obnoxious or offensive odor or so that the drainage thereof and therefrom will not be directly or indirectly discharged onto any road, street, ditch or adjacent lot.

Section 18 - Reservation to Amend. Developer reserves the right, so long as it is Owner of any lot, to amend, revise or abolish any one or more of the covenants or foregoing restrictions on any lot it is then Owner of, and to revise the Subdivision Plat of the Properties by instrument duly executed and acknowledged by it as Developer in the Deed Records of Smith County, Texas.

Section 19 - Expansion. These restrictions shall not extend to or cover any portion of the Properties which is or may hereafter be designated or described on any recorded Plat of the Properties with the terms "Not Platted" or "Reserve," or with words or terms of similar meaning.

Section 20 - Lot Maintenance. The Owner of each lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event shall an Owner use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. If, at

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any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, or permit the accumulation of garbage, trash or rubbish, Developer or the Architectural Control Committee shall have the authority and right to go onto the Lot for the purpose of moving and cleaning the Lot and shall have the authority and right to assess and collect from the Owner of the Lot a reasonable sum for moving or cleaning the Lot on each respective occasion of such moving or cleaning. The Assessment, together with such interest thereon at the highest lawful rate and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment together with such interest thereon 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 Owner, by the acceptance of a deed or other conveyance of such lot shall thereby 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.

Section 21 - Burned Buildings. In the event that any building constructed on a lot has burned and is thereafter abandoned for at least thirty (30) days, the Owner of the lot shall cause the burned building to be removed and the lot cleared, the expense of such removal and clearing to be paid by the Owner. In the event the Owner does not comply with this provision, then Developer or the Architectural Control Committee may, after ten days written notice to the Owner, cause such burned building to be removed and the lot cleared and charge the cost thereof to the Owner. In such event neither Developer nor the Architectural Control Committee nor any member thereof shall be liable in trespass or for damages, expenses, costs or otherwise to Owner for such removal and clearing.

Section 22 - Trash Burning. No person shall incinerate or otherwise burn any material on any lot outside of the residence thereon except in accordance with applicable governmental regulations.

Section 23 - Firearms. Use of firearms of any kind in the subdivision is strictly prohibited.

Section 24 - Exterior Maintenance. The exterior surface of all residential dwellings and accessory buildings shall be maintained so as to maintain a good appearance. The paint on all buildings shall be maintained so as to present a well painted appearance and chipped, peeling or badly applied paint shall be replaced or repainted. All fences and walls shall be kept in a well maintained manner.

Section 25 - Easements. The utility easements shown on any recorded Subdivision Plat of the Properties are reserved for the mutual use and accommodations of any and all public utilities desiring to use same. Any public utility or other applicable governing authority 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 easements, and any public utility, or other applicable governing authority shall, at all times, have the right of ingress and egress to and from and upon the easements 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.

Section 26 - General.

(i) The foregoing Building and Use Restrictions which are made hereby conditions subsequent running with the land shall remain in force and effect for twenty (20) 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 Properties shall then agree in writing to change these building and use restrictions in whole or in part.

(ii) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the restrictions set forth herein, it shall be lawful for any Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions either to prevent him or them from so doing or to recover damages or other dues for such violations.

(iii) Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

(iv) Violation or failure to comply with these covenants and 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 Lot or the Properties.

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee, hereinafter called the "Committee" shall be composed of three (3) individuals selected and appointed by Developer. Developer hereby appoints, as the original Architectural Control Committee members Robert E. Mead, Jr., Michael J. O'Brien and Donald F. Herzog. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of the first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Each member of the Committee, or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to the covenant. At any time prior to January 1, 1987, Developer may at its sole discretion replace any or all members of the Committee. At any time after January 1, 1987, the Owners of seventy percent (70%) of the Lots shall have the power to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.

No building, structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of such building, structure or improvement have been submitted to and approved in writing by the Committee as to: (i) quality of workmanship and materials, (ii) conformity and harmony of external design, color and texture with existing structures, (iii) location with respect to topography and finished grade elevation, and (iv) the other standards set forth within this declaration. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. The plans and specifications are to be submitted to the Corporate Offices of Freedom Financial Corporation, P.O. Box 358, Dallas, Texas 75221, or at such other place designated by the Committee.

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 will be marked "Approved" and returned to the Lot Owner. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "Disapproved" accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required in these covenants shall be in writing. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within forty-five (45) days after they have been submitted to it, then Committee approval shall be presumed.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Properties. Also, the Committee is permitted to consider technological advances in design and materials such that comparable or alternative techniques, methods or materials may or may not be permitted in accordance with the reasonable opinion of the Committee. The Committee may from time to time publish and promulgate architectural standards bulletins; such bulletins shall supplement these covenants and restrictions and are incorporated hereby by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions.

ARTICLE IV

Severability. 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.

EXECUTED this the 24 day of March, 1985.

ATTEST:

Scilimberle
Secretary

FREEDOM FINANCIAL CORPORATION

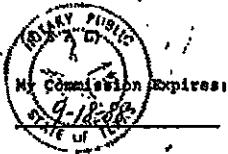
Donald P. Kozog
Donald P. Kozog
Vice-President

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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 DONALD P. MERRICK, Vice-President of FREEDOM FINANCIAL CORPORATION, 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 said FREEDOM FINANCIAL CORPORATION, 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 the 8th day of March, 1985.



Kathy L. Thompson
Notary Public, State of Texas

Printed or Stamped Name:

Kathy L. Thompson

Notary Public
State of Texas
I hereby certify that the instrument set
forth in this instrument was acknowledged
by me and that the person acknowledged
therein is known to me to be the person
described in the instrument.

MAR 21 1985

MARY MORRIS
COUNTY CLERK, DALLAS, TEXAS
Alma Allen

Use "C" right
not legal "O" left
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