

Restated Declaration of Covenants & Restrictions

ARTICLE ONE DEFINITIONS

OWNER

- 1.01 “Owner” shall mean and refer to the person, persons or entity holding title to any lot or portion of a lot which there is or/may be built a detached single family dwelling. “Owner” includes a contract lessor but excludes those having an interest merely as security for the performance of an obligation. Any tenant renting a dwelling or otherwise renting any property within the development shall be subject to all of the use restrictions and conditions imposed herein. Any lessor shall be responsible for all actions of these tenants and those actions may pertain to the Covenants.

ASSOCIATION OR TTPOA

- 1.02 “Association” or “TTPOA” shall mean and refer to Tall Tree Property Owners Association, a non-profit incorporated organization which is comprised of the Owners of the Development, with each owner of a lot in the Development having one vote. Multiple owners of one lot shall have only one vote among themselves. An Owner of multiple lots within the Development shall have only one vote for such lots. Membership in this organization shall be compulsory and shall be a condition under any deed and/or assignment of any lot within the Development. Membership in the Association shall pass with the title to a lot. The Association shall be governed by the Articles of Incorporation adopted December 14, 1982 and by the Bylaws of the Association pursuant thereto and the amendments thereto. All sections of the Development shall function through one Association.

The Articles and Bylaws of the Association may be amended or changed only by action of the membership. The directors shall be selected and serve according to the provisions of the Bylaws. All administrative control over the Development shall be through the Board of Directors and the committees and employees of the Association selected by the Board. The Restated Covenants, adopted October 23, 2004 by the membership shall henceforth bind all Owners of lots within the development to the extent allowed by law.

The Covenants are intended to bind any subsequent purchaser's of lots within the Development and the present Owners of lots within Development to the extent allowed by law.

BOARD

- 1.03 "The Board" shall mean and refer to The Board of Directors of Tall Tree Property Owners Association.

DEVELOPMENT

- 1.04 "The Development" shall mean and refer to that certain real property described previously herein as all of the lots within the Tall Tree Development shown in the referenced plats.

LOT

- 1.05 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat of the Development as now recorded in the Map and Plat Records of Franklin County, Texas.

COVENANTS

- 1.06 "The Covenants" shall mean and refer to this Restated Declaration of Covenants, Conditions, Reservations and Restrictions pertaining to Tall Tree Development.

ENFORCEMENT

- 1.07 Enforcement of the Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the Covenants either to restrain violation or to recover damages, and against the land to enforce any lien created by these articles; and failure or delay by the Association, its successors or assigns, or any owner, to enforce any of the Covenants shall in no event be deemed a waiver of their right to do so thereafter.

FAILURE TO ENFORCE

- 1.08 No right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever, against the Association for, or on account of, its failure to bring any action on account of any breach of the Covenants, or for imposing restrictions herein which may be unenforceable by the Association.

RESPONSIBILITY TO ENFORCE

- 1.09 Notwithstanding the foregoing it shall be the responsibility of the Board to address in a timely manner any violations of the Covenants which may be brought to its attention in writing, and to make every reasonable attempt to resolve any issue which prevents the quiet enjoyment of the property in the Development.

ARTICLE TWO LOT USAGE RESTRICTIONS

RESIDENTIAL USE ONLY

- 2.01 Each and every lot in the Development is for residential use only. Only residences may be erected, altered, placed or be permitted to remain on any lot. Lots shall not be used for garage sales, wholesale or retail business establishments, or for any commercial purpose. Any gainful employment of professional use of a lot or residence that violates the quiet enjoyment of any other property in the Development is prohibited. No soil or trees shall be removed for any commercial use. Removal of live trees shall be limited to the extent necessary for clearing the site for construction; additional tree removal must be approved by the Architectural Control Committee.

RENTAL

- 2.02 Rental of any house and lot for period of six or more months shall not be deemed a commercial usage. Short term rental (i.e., weekend or periods of less than six months) shall not be permitted. In any event, no use shall be permitted which would violate the quiet enjoyment of any other property within the Development.

The rental of more than one property or the rental of property on a short term basis (e.g. daily, weekly, monthly) will be considered commercial activity and therefore a violation of the covenants and restriction. The Supreme Court of Texas has upheld short-term rental as commercial activity.

Rental of a property may be approved by a request in writing to the Board of Directors along with a copy of the lease agreement for at least six (6) months and giving personal identification information of the proposed renter. The property Owner will then be informed of approval through the Tall Tree Office before occupancy should take place. No sub-leasing of property by an approved renter is allowed. Forms necessary for compliance³ with this policy may be obtained in the Tall Tree Office.

PARKS

- 2.03 The Association may dedicate one or more lots for park use, common use, or other uses for the general benefit of the Owners in the Development. The Association makes no representation for responsibility to furnish any recreational amenities.

ARTICLE THREE ARCHITECTURAL CONTROL

- 3.01 The Board shall appoint an Architectural Control Committee. The Board will determine the term and the number of committee members will appoint the individual members and will appoint the chairman of the committee. The Architectural Control Committee shall review and either approve or reject all plans and specifications submitted to the Committee in accordance with the charge contained in Section 3.02. The Board may also implement and adopt a fee structure for all construction or other applications submitted for approval to the Architectural Control Committee.

APPROVAL REQUIRED

- 3.02 No residence, building, fence wall, boathouse, dock, deck or other structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration thereof be made, until the details, construction plans and location of the same shall have been submitted to and approved in writing as to materials or location in relation to surrounding structures and topography, by the Architectural Control Committee or the Association.

PERMIT REQUIRED

- 3.03 A building permit fee may be assessed by the Board. The fee is subject to change at the discretion of the Board and it shall be used to defray extra costs of maintaining roads in the Development during construction when heavy equipment will enter upon and travel on the roads to deliver supplies and equipment to construction sites.

OTHER RULES AND PERMITS

3.04 Additionally, all construction must comply with the rules and regulations of the Franklin County Water District and/or Franklin County (septic systems) and any Owner shall obtain necessary permits as may be required by them.

APPEAL

3.05 Decisions of the Architectural Control Committee may be appealed to the Board by any Owner. The Board shall hear the appeal and give a timely ruling. The Board’s decision shall be final.

STRUCTURE SIZE AND LOCATION

3.06 Residence size, exclusive of all porches, garages or breeze ways attached to the main dwelling and structure location, shall conform to the following:

<u>Subdivision</u>	<u>Minimum size, sq. ft.</u>	<u>Minimum property setback ft.</u>		
		<u>Front</u>	<u>Sides*</u>	<u>Rear</u>
Tall Tree I, II, III & South	1,200	25	5	10
East	450	10	4	10
North I	1,000	10	4	10
North II	450	10	4	10
North III	None	10	4	10

No building or structure shall exceed two (2) stories in height

* Setback for corner lots shall be 25 feet from the side street

ARCHITECTURAL PRECEDENCE

3.07 No precedence of any prior architectural decision shall be valid evidence to affect subsequent decision, nor shall any prior decision serve to bind the Architectural Control Committee as to subsequent decisions.

FENCES

3.08 Fences shall be approved by the Architectural Control Committee on an individual basis with consideration given to neighbors and the view from lots on either side of the fenced property. No fence shall be erected or maintained within ten (10) feet of the rear property line.

FREE STANDING BUILDINGS

3.09 No free standing buildings including, but not limited to, trailers, tents, shacks, garages, barns, tool sheds, boat houses, or other outbuildings, shall

be permitted without approval from the Architectural Control Committee. No building shall be constructed of metal siding.

HOUSE TRAILERS AND THE LIKE

- 3.10a South and North I Subdivisions - No house trailer, mobile home, manufactured housing unit, camper, recreational vehicle (RV) shall be used as a permanent residence.
- 3.10b East, North II and North III Subdivisions - House trailers, mobile homes, manufactures housing units (excluding those in damaged or dilapidated condition) are permitted with approval of the Architectural Control Committee. Prior to occupancy such dwellings shall be properly skirted, pinned and connected to utilities.

CONSTRUCTION SITE

- 3.11 Facilities used in connection with any construction operations shall be subject to the approval of the Architectural Control Committee. The Owner is responsible for: keeping the job site in a clean and orderly manner, containerization of or daily removal of trash and construction debris from the job site; provision of adequate toilet facilities at the job site. Open fires at the job site are prohibited.

CONTINUOUS CONSTRUCTION

- 3.12 Construction, once begun, must be continuous. Failure to complete exterior construction in a timely manner, as defined by the Architectural Control Committee, shall be considered a violation of the Covenants.

TEMPORARY QUARTERS

- 3.13 Temporary living arrangements on a lot during construction of a permanent residential structure may be used with the permission of the Architectural Control Committee and with all necessary permits from the Franklin County Water District and/or Franklin County.

STORAGE OF CONSTRUCTION MATERIAL

- 3.14 An Owner shall have the right to use his lot or lots for temporary storage of construction equipment and materials, provided that such equipment and materials are for his immediate use in construction or maintenance on his lot within the Development.

SEWERAGE REGULATIONS

- 3.15 All residences shall have septic systems which comply with the rules and regulations, and all amendments thereto, of Franklin County, Texas Water Quality Board, Texas State Department of Health and Texas Parks and Wildlife Department, all of which present and future rules and regulations are hereby incorporated by reference for all purposes.

SEWAGE DISPOSAL

- 3.16 No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local health authorities and in conformity with the minimum recommended standards of the Department of Health of the State of Texas and Franklin County. Approval of such system as installed shall be obtained from such authorities. All existing systems shall be maintained and function in accordance with all applicable state and local laws and regulations.

PUBLIC SEWAGE SYSTEM

- 3.17 In the event a public or community sewer system becomes available, the Board shall have the power and authority to require connection of the residences to such system and to prohibit further use of septic tank systems.

WATER, ELECTRICITY, TELEPHONE

- 3.18 Electric, water and telephone services are provided by public utility companies and shall be made available for each lot in the Development. All residences shall be connected with water and electric services. Each owner shall bear the expense of paying any deposits, cooperative membership fees or other hookup fees. No water wells are permitted.

GAS

- 3.19 The Association makes no representation and there shall be no provision for natural gas or liquefied petroleum gas (LPG) service in the Development. Individual service for log is permitted and may be obtained through tank storage but no gas transmission lines are permitted in the Development.

ROADS

- 3.20 Roads shall be provided and maintained by the Association to afford access to the exterior boundaries of each lot in this Development.

EASEMENT FOR UTILITIES

- 3.21 There is reserved for the use of the Association to facilitate the orderly placement of utility services within the development, and for the use of all Owners within the Development, a ten (10) feet wide easement along the front roadside of each lot and a four (4) feet wide easement along the exterior boundary lines of each lot in the Development (such easement being ten (10) feet wide on the front and four (4) feet wide on the exterior boundary lines of each lot and being within the boundary of each lot) for the installation, operation and maintenance of utilities and drainage facilities. No permanent structure or other improvement shall be placed so as to interfere with the placement of utility services with the easement area.

CULVERTS

- 3.22 Owners shall provide and install an adequate culvert in any road drainage ditch where driveway access to a lot is located, and shall keep said culvert open and clear of dirt, debris and vegetation.

BILLBOARDS AND SIGNS

- 3.23 No billboards, signboards, or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot, except that one sign containing not more than four (4) square feet of surface area may be displayed in connection with the sale of any lot with or without a dwelling thereon. The Association reserves for itself, its successors and assigns, the right to place advertising displays on any size and kind in any area owned by the Association. The Association may provide common signage for advertising of lot sales by Owners.

MAIL BOXES AND ADDRESS SIGNS

- 3.24 Mailboxes must bear the street address of the residence and conform to U.S. Postal Service regulations as to type and placement. All residences must also bear the street address.

ARCHITECTURAL CONTROL COMMITTEE RESPONSE

- 3.25 The Architectural Control Committee is obliged to respond to all reasonable requests and to act or render a decision on matters under its jurisdiction in a timely manner. Should the committee fail to act within thirty (30) days after receipt of a request and pertinent plans and specifications, the request may be submitted to the Board and the Board shall render a decision within thirty (30) days of such submission.

CONSTRUCTION MATERIAL

- 3.26 All construction must be of new materials, except stone, brick, inside structural material or other materials used for decorative effect.

ARTICLE FOUR NUISANCES, MAINTENANCE, VEHICLES, ANIMALS

NUISANCES

- 4.01 No noxious or offensive activity, including excessively loud music, shall be carried on upon any lot, nor shall anything be done thereon or any condition permitted to exist thereon which may be or become an annoyance, nuisance, or hazard to the health of the neighborhood. No activity shall be permitted which violates the quiet enjoyment of the property within the Development.

VEHICLE RESTRICTIONS

- 4.02 No vehicle, including specifically motorcycles, motorbikes, motor scooters, mini-bikes, mopeds, without proper and approved mufflers and flame arresters, will be permitted in, on or about this Development. Operation of off-the-road, untagged and unlicensed vehicles shall be allowed only if driven on the roadways (not on private property) and if all speed limits stop signs and other safety rules are observed. Loud and offensive noises, including those made by such vehicles, are declared to be an annoyance, nuisance and hazard to the health and well being of the neighborhood and are expressly forbidden.

UNUSED VEHICLES

- 4.03 Unused automobiles or other vehicles without a current state registration shall not be stored or parked on any lot or roadside. Streets are not to be used for private parking of vehicles except by visitors.

COMMERCIAL VEHICLES

- 4.04 No trucks or commercial type vehicles shall be stored or parked on any lot nor parked on any residential street or road except while engaged in delivery to or transport from a residence. For the purpose of this covenant, a 3/4 ton or smaller vehicle (commonly known as a pick-up truck) shall not be

deemed to be a commercial vehicle or truck. No vehicle of any size which normally transports flammable or explosive cargo may be kept in the Development at any time.

SANITATION AND UNSIGHTLY APPEARANCE

- 4.05 All lots shall be kept clean and free of trash, rubbish, garbage, debris, and other unsightly objects or materials at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition. In the event of violation of this regulation the Board may send written notice of the violation to the Owner and the Owner will have fifteen (15) days from the date of mailing of such notice to bring the lot into compliance. If the Owner fails to do so, the Board shall have the right to direct entry upon any lot for the removal of weeds, refuse piles or other unsightly objects or materials and to bring the lot into compliance with the Covenants at the expense of the Owner, and any such entry shall not be deemed as trespass.

ANIMALS

- 4.06 No lot shall be used for the purpose of keeping, breeding, or raising animals or as a place for keeping horses, mules, cattle or other animals or poultry; provided, however, that the Owners may keep the usual and customary domestic or household pets. No commercial cat or dog kennel shall be permitted. Pets must be confined to the owner's premises or on a leash. No pets shall be permitted to run at large. The Board may assess fines against lot Owners who allow pet animals to run at large and may engage professional animal control organizations to capture and remove such animals at the expense of the Owner. Horseback riding is not permitted within the Development.

FIRES

- 4.07 Unattended fires are strictly prohibited at all times and you must always have water available for attended fires. From time to time the Board and/or Franklin County authorities will prohibit all outdoor burning.

HUNTING

- 4.08 Hunting is prohibited in the Development.

ARTICLE FIVE
ASSESSMENTS, NON-PAYMENTS, LIENS, FORECLOSURE

SPECIAL ASSESSMENTS

- 5.01 Each Owner, by acceptance of a deed, assignment or lease on a lot or lots in the Development, from either the Association or any subsequent or previous Owner, lessee or sub-lessee, shall be deemed to covenant and agree to pay assessments or charges for the purposes set out herein, with such assessments to be fixed, established and collected as provided herein or as the Board may from time to time deem best. The assessments, together with any interest thereon and any cost of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with any interest thereon, costs of collection thereof and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the property at the time the assessment fell due.

ROAD, OPERATION AND MAINTENANCE ASSESSMENTS

- 5.02 The Association will operate the Development and maintain the common areas within the Development and will pay all expenses and salaries incurred in such operation and maintenance. In addition the Association shall reasonably maintain all roads in the Development. The Association reserves the right to assess operation, maintenance, road construction and repair costs against all Owners on a proportionate charge based on the number and size of the lots within the Development. The Board may increase or decrease the road, operation and maintenance assessment as determined by the needs of the Tall Tree Development and shall send written notice of changes to every Owner.

COMMENCEMENT OF ASSESSMENT

- 5.03 Assessment shall begin with the first day of the month following execution of a Deed, Assignment or other instrument conveying rights to a lot. The amount of the assessment will be set by the Board.

VARIANCES

- 5.04 The Association acknowledges that variances exist because of prior uses and representations regarding the sales of lots within the Development. The

Board may appoint a Variance Committee to equitably and fairly assess fees to multiple lot Owners.

DUE DATE

- 5.05 The assessments provided for herein shall become automatically due and payable on the first (1st) day of each month after the commencement date, unless the Board elects to bill assessments quarterly or a longer period.

ROSTER VEHICLES

- 5.06 The Board shall cause to be maintained a roster of the lots and assessments applicable thereto, which shall be open to inspection by any Owner.

ANNUAL REPORT

- 5.07 The Board shall cause to be prepared and presented to the Association at its annual meeting a statement of receipts of assessment funds and application of those funds, used for the maintenance and operation of Tall Tree Development, for the previous fiscal year.

NON-PAYMENT

- 5.08 If the assessments are not paid by the date due then the assessments are delinquent and shall bear interest at the rate of eighteen percent (18%) per year or at the highest lawful rate whichever is higher, and together with the interest thereon and cost of collection thereof shall become a continuing lien on the property which shall bind such property in the hands of the then Owner and his heirs, devisees, personal representatives and assigns.

FORECLOSURE

- 5.09 If delinquent assessments are not paid within then (10) days the Association may bring an action at law against the Owner personally obligated to pay or to foreclose the lien against the property, and there shall be added to the amount of the assessment and interest the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained a reasonable attorney's fee to be fixed by the court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments by non-usage of the facilities or abandonment of his property.

SUBORDINATION OF THE LIEN TO MORTGAGES

- 5.10 The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments, provided, however, that such

subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE SIX WATER DISTRICT REGULATIONS-SEVERABILITY- EXECUTION

RULES OF FRANKLIN COUNTY WATER DISTRICT

- 6.01 All rules of Franklin County Water District (or its successor) shall prevail. As original Lessor, its rules and regulations shall be enforced as if they were a part of the Covenants and each Owner, lessee and sub-lessee of lots in the Development shall make himself aware of those rules and remain current as to changes. An annual rental fee shall be due in advance to Franklin County Water District each year. The lots within the Development which lie within the leasehold estate leased from the Franklin County Water District shall be subject to the terms of this Article 6.01 of the Covenants.

SEVERABILITY

- 6.02 Invalidation of any one of these Covenants by judgment or court order or by conflict with Franklin County Water District rules and regulations shall in no way affect any other provision which shall remain in full force and effect. In the event any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of a period of time herein stated for which the same shall be effective, then, in that event, such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth under the laws of the State of Texas.
- 6.03 Wherefore, intending to be bound to the extent set out herein and intending that every subsequent Owner or lessee and their successors in interest to any lot or lots in the Development be bound by all of the provisions of these Covenants, Conditions, Restrictions and Reservations effective immediately upon being files of record with the County Clerk of Franklin County, Texas, the Board of Directors of Tall Tree Property Owners Association has caused its duly authorized president to execute and acknowledge this instrument this 12th day of November 2004.