

RESTRICTIVE COVENANTS
APPLICABLE TO
WHIFFLETREE VII
AN ADDITION TO THE CITY OF PLANO
COLLIN COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS, NOR-TEX DEVELOPMENT CORPORATION ("Owner"), being the owner of all of the lots in WHIFFLETREE VII (the "Addition" herein), an Addition to the City of Plano, Collin County, Texas, recorded in Volume F Page 624, Map Records, Collin County, Texas does hereby declare, establish and adopt certain reservations and covenants which shall be applicable to the use, occupancy and conveyance of all residential lots in the Addition, it being the intention of the Owner to restrict use of such property by the following restrictive Covenants (the "Restrictive Covenants" herein), these Restrictive Covenants to be binding on the undersigned as well as subsequent owners. Every contract or deed executed covering any of the residential lots in the Addition shall be conclusively held to have been executed, delivered and accepted, subject to the following Restrictive Covenants, regardless of whether or not said Restrictive Covenants are set out in full or incorporated by reference in said contract or deed. Covenants applicable to WHIFFLETREE VII:

1. DESIGNATION OF LOTS. All lots are hereby designated and described as residential lots. No lot or combination of lots may be replatted so as to create from the total combined replatted lots more separate building sites or lots than existed in the original platting.
2. TYPES OF STRUCTURES. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height, private attached or detached garage, for not less than three (3) or more cars unless approved otherwise by the Architectural Control Committee. No garage constructed with servant quarters or other approved accessory building(s) which may be constructed on any lot shall be used for rental purposes, and same may be used only by servants who are employed in the dwelling erected upon the same lot where such quarters are located and/or by members or guests of the family occupying the dwelling on said lot.

No house, dwelling and/or structure of any kind or character whatsoever may be moved upon any lot in the Addition. A new structure only shall be erected on and permitted to remain on any lot in the Addition.

3. TEMPORARY STRUCTURES. No structure of a temporary character, such as a trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be permitted on any lot or used on any property any time as a dwelling house. No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence improvements, and then such material shall be placed or stored within the property line of the lot upon which the improvements are to be erected. Temporary sales offices shall not be allowed except by written approval of the Architectural Control Committee.

4. LOCATIONS OF BUILDING ON LOTS. The main building shall not be located on any lot nearer to the property line than the building line indicated on the recorded plat unless otherwise approved by the City of Plano and the Architectural Control Committee. The main building shall be erected ten percent (10%) of the width of the lot, or ten (10) feet, whichever is lesser, from the side property lines, except that no side yard shall be less than seven and one-half (7.5) feet in width. On corner lots, the main building shall be constructed to conform to the building line as indicated on the recorded plat, from the side street property line, except as may be specifically approved by the City of Plano and the Architectural Control Committee. Detached and attached garages and accessory buildings on corner lots shall not be nearer to a side street property line than the setback line as indicated on the recorded plat unless otherwise approved by the City of Plano and the Architectural Control Committee. Detached garages, servant quarters and outbuildings not attached to the main building shall be erected ten percent (10%) of the width of the lot, or ten (10) feet, whichever is lesser, from the side property lines, except that no side yard shall be less than seven and one-half (7.5) feet in width, except as may be specifically approved by the City of Plano and the Architectural Control Committee. For the purpose of these Restrictive Covenants, eaves and steps shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another property.

5. DWELLING SIZE. The main dwelling (air conditioned living space) of every residence in the Addition shall contain a minimum floor area as follows:

- a. 1 story 3,000 Square Feet
- b. 1 ½ and 2 Story 3,400 Square Feet; on all lots with the exception of:

Block C, Lots 1 - 14

Block H, Lots 1 – 13

- 1. 1 Story, 2,800 Square Feet
- 2. 1 ½ and 2 Story 3,000 Square Feet

Such living area shall be calculated exclusive of any areas contained in garages, porches, breezeways, servant quarters, outbuildings and terraces, etc., all of which areas shall be completed and finished simultaneously with the first construction of such structure. Notwithstanding the foregoing, however, with the express written consent of the Architectural Control Committee, dwellings may be constructed having less than the above specified square footage requirements, but in no event shall the Architectural Control Committee consent to a reduction in such requirements greater than ten percent (10%). No dwelling shall be constructed or permitted to exist on any lot unless at least seventy-five percent (75%) of the exterior other than windows, doors and other glassed areas, consists of brick, stone or other masonry materials approved in writing by the Architectural Control Committee.

6. CONSTRUCTION. The exterior walls of any improvement or structure placed or erected on any lot or tract shall follow the City of Plano Building Code. Only the upper floor of one and one half (1.5) story and two (2) story residences may be of frame construction. Servant quarters, garages or other outbuildings which may be detached from the main dwelling are specifically required to conform with the construction requirement. Written approval of the Architectural Control Committee must be obtained for any but the following roof materials: No. 1 or No. 2 wood

shingles, wooden shakes, copper, slate. All 1-Story roofs shall be constructed on a minimum pitch of 9 ½ (primary roof space), all 2-Story roofs shall be constructed on a minimum pitch of 7/12 (primary roof space), unless otherwise approved by the Architectural Control Committee.

There shall not be erected on any lot a residence whose quality of structure and finish does not meet minimum property standards established by the Building Code of the City of Plano and the Architectural Control Committee, nor shall any alteration or addition to any residence be made which does not meet the same minimum property standards.

7. OCCUPANCY. No house shall be occupied as a residence until it is completed in accordance with the provisions of the Restrictive Covenants. All houses and structures permitted under the Restrictive Covenants shall be completed within eight (8) months after construction is started.

If any lot is improved for occupancy, same shall not be occupied or continued to be occupied unless and until the premises are connected in a proper way with the city sewer system.

No garage, servant house, garage house or outbuilding on any property shall be occupied by owner, tenant or anyone prior to the erection of a dwelling house.

8. WATER SUPPLY & SEWER SYSTEMS. No individual water supply system shall be permitted on any property.

No individual sewage disposal system shall be permitted on the property.

9. UTILITY & DRAINAGE EASEMENTS. Easements for drainage facilities and easements for the installation and maintenance of utilities are reserved as shown on the recorded plat. Easements are reserved for the benefit of General Telephone Company, Texas Power & Light Company, Lone Star Gas Company, and their respective successors in their installation, operation, maintenance and ownership of service lines from the property lines to the residence in the Additions. Neither the developer, any utility company nor the City of Plano, Texas, using such easements shall be liable for any damages done to shrubbery, trees, flowers, swimming pools, driveways or any other property and/or improvements of the owner which are located within the area covered by said easements.

10. GARAGES. All garages must be rear entry only, unless specifically approved by the Architectural Control Committee.

11. FENCES, WALLS AND METERS. Chain link fences shall not be permitted; all fences shall be of either wood, masonry, or a combination of wood and masonry construction. Such fences shall not be in excess of eight (8) feet in height. No fence, wall or meter (which extends above the surface of the ground), or other structure shall be placed or permitted to remain on any lot nearer to the street or streets adjoining such lots than is permitted for the main dwelling on such lots, unless approved by the Architectural Control Committee.

12. GRASS & WEEDS. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. Upon failure to maintain any lot, the developer or the Architectural Control Committee may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of

such property shall be obligated, when presented with an itemized statement, to reimburse said developer or Committee for the cost of such work.

13. REFUSE & GARBAGE. No property shall be used as a dumping ground for excess dirt, excess concrete or any other form of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Privately owned trash vehicles will not be permitted to remain in the subdivision overnight under any circumstances. Upon failure to properly maintain the property in a neat and attractive manner, the developer or the Architectural Control Committee may, at its option, have the dirt, concrete or any other rubbish removed and the owner or person causing such dirt, concrete or rubbish to be dumped, shall be obligated, when presented with an itemized statement, to reimburse said developer or Committee for the cost of such work.
14. DRILLING. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any property. No derrick or other structure designed for use in quarrying for oil or natural gas shall be erected, maintained or permitted upon any property.
15. SIGNS & BILLBOARDS. The construction or maintenance of signs or advertising structures of any kind on any lot is prohibited except that one (1) sign advertising the sale of property is permitted provided it does not exceed two feet by three feet (2' x 3') in size. However, the developer of the Addition shall be allowed to place several larger signs in the Addition during the initial period of development. The Architectural Control Committee, or its duly authorized representative, shall have the right to remove any unpermitted sign, advertisement, billboard or other advertising structure which is erected or placed on any lot without such consent and, in doing so, it shall not be subject to any liability whatsoever in connection therewith.
16. BOATS, TRAILERS, & RECREATIONAL VEHICLES. All boats, pickup campers, travel trailers, motor homes and any other type of recreational vehicles must be kept stored at the rear of each lot and all such vehicles must be completely shielded from all streets. None of these vehicles, trailers or mobile homes shall at any time be used as a residence or office temporarily or permanently.
17. ANIMALS. No animals, livestock or poultry of any kind shall be raised or kept on any property except that (a) dogs, cats and other household pets may be kept provided that they are not raised, bred or kept for commercial purposes, and (b) the Architectural Control Committee shall have the right and authority to limit the number and variety of household pets permitted.
18. AIR CONDITIONING. No air conditioning apparatus shall be installed on the ground in front of a dwelling house nor any closer than twenty (20) feet to the front of the main residence. No air conditioning apparatus shall be attached to any front wall or window of a dwelling house. No evaporative cooler shall be installed on the front wall or window or the side wall or window of a dwelling house.
19. MAIL BOXES. All mail boxes, unless affixed to the dwelling house, shall be brick, and such mail boxes shall be a design approved by the Architectural Control Committee.

20. ANTENNAS. No antennas shall be permitted in this Addition except AM and FM radio reception and VHF television reception antennas. Said Antennas shall be located in such a manner so as to be not visible from the street(s) adjacent to the house. Satellite dish T.V. antennas are permitted except that said antenna must be set on ground levels, not exceed eight (8) feet in height above ground elevation and be totally concealed when viewed at normal ground levels from adjacent lots, alleys or streets.
21. NUISANCE OR ILLEGAL ACTIVITIES. No trash, ashes or other residue may be dumped, thrown or placed on any lot in the Addition. No noxious or offensive trade or profession shall be carried on in any structure or upon any lot, nor shall any illegal or immoral activity be permitted, nor shall anything be done or allowed to exist therein or thereon which is, or could become, a nuisance or annoyance to the neighborhood; specifically in this regard, the number and type of pets kept or maintained on any lot in this Addition shall be limited to that type and number that will not be unreasonably noisy or odor-causing; the lighting of swimming pools, trees, grounds and structures shall be permitted only in areas screened from public view; trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the streets, driveways or otherwise within this Addition at any time; and no vehicle of any size which transports inflammatory or explosive cargo may be kept in this Addition at any time.
22. APPLICABILITY AND TERM OF RESTRICTIVE COVENANTS. These Restrictive Covenants are for the benefit of and shall inure to the benefit of each and every property owner in the Addition, may be enforced by any one or more of such property owners, and shall run with the land, and every property owner therein shall be taken to hold, agree and covenant with each other to conform to observe and abide by said Restrictive Covenants.

These Restrictive Covenants shall be binding upon the parties hereto, their successors and assigns and all persons claiming under them, and on all owners of residential lots located within the above-named Addition, for a period of twenty (20) years following the date of the recording of this instrument. These Restrictive Covenants shall be extended automatically after the expiration of said twenty (20) year period for successive periods of ten (10) years duration each, unless an instrument revoking these Restrictive Covenants, in whole or in part, is recorded prior to said initial expiration date, or prior to the end of such instrument of revocation must be executed by a majority of the then owners of the restricted lots in the Addition. No lot owner shall be liable for the breach of these Restrictive Covenants unless such breach is caused by him or occurs or is committed during his ownership of the property involved in such breach.

23. ENFORCEMENT. If the parties hereto, or any of them, or their heirs, grantees, successors, or assigns shall violate or attempt to violate these Restrictive Covenants, it shall be lawful for any person or persons owning any real property situated in the Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restrictive Covenants, either to prevent him or them from so doing or to recover damages or other dues for such violations.
24. SEVERABILITY. Invalidity of any of these Restrictive Covenants by judgment or a court order shall in no way affect any of the other provisions which shall remain in full force and effect.

25. AMENDMENTS TO RESTRICTIVE COVENANTS. Until seventy-five percent (75%) of the platted lots have been sold and conveyed by the developer, NOR-TEX DEVELOPMENT CORPORATION, said developer retains the right to amend these Restrictive Covenants in whole or in part. After seventy-five percent (75%) of the lots shall have been sold, these Restrictive Covenants can be amended, altered or modified by approval of the owners of the seventy-five percent (75%) of the total number of lots contained in said Addition and shall be binding upon all owners of such lots and subsequent owners thereof.
26. LIENS NOT IMPAIRED. Nothing contained in these Restrictive Covenants shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to these Restrictive obtained through sale, or otherwise, in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the Restrictive Covenants hereof.
27. ARCHITECTURAL CONTROL. No building or other improvements of any character shall be erected, placed or altered on any lot until two (2) copies of the building plans and specifications and a site plan showing the location of the structures shall have been submitted to and approved by the Architectural Control Committee as hereinafter provided for, as to compliance with these Restrictive Covenants and as to use, quality of workmanship and materials, harmony or exterior design with existing structures, and location erected, placed or altered on any lot nearer to the street than the minimum building setback line unless similarly approved. Approval shall be as provided in this Paragraph 27 hereof. The term "improvements" as used herein shall include, but not be limited to, any structure, the addition or alteration to any structure, including the dwelling storage buildings, tool sheds, greenhouses and/or other buildings.

The plans and specifications and site plan herein provided to be submitted to the Architectural Control Committee shall be submitted for approval not less than fourteen (14) days prior to the commencement of construction or alteration of any such improvements. All construction shall be in accordance with the approved plans and specifications. The Architectural Control Committee shall retain one copy of the said building plans and specifications and the site plan until such time as the said Committee ceases to exist as provided for in this paragraph, and if approved, said Committee shall mail a letter of approval to the owner of the lot. In the event said Architectural Control Committee fails to approve or disapprove such plans within fourteen (14) days after their submission to it, such plans shall be deemed to be disapproved.

28. ARCHITECTURAL CONTROL COMMITTEE. NOR-TEX DEVELOPMENT CORPORATION shall appoint the Architectural Control Committee to perform the duties required to be performed by said Committee hereunder. The said Committee shall be comprised of not less than three (3) nor more than six (6) persons and the decision of the majority of the Committee shall be final. Nor-Tex Development Corporation may release or appoint such members to serve at any time as may be necessary. The term of office of the members of the Committee shall be for one (1) year and shall continue after the expiration of said term until a replacement or replacements are appointed. The Architectural Control Committee shall be deemed to have convened if not less than three (3) of the appointed members are present at any meeting held.

In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed

pursuant to this covenant. Subsequent to the sale and conveyance of ninety percent (90%) of all lots in the Addition by NOR-TEX DEVELOPMENT CORPORATION, the membership may be reconstituted by a seventy-five percent (75%) majority vote of the lot owners. Thereafter, vacancies on the Architectural Control Committee shall be filled by a seventy-five percent (75%) majority vote of lot owners.

29. LIABILITY. In no event shall NOR-TEX DEVELOPMENT CORPORATION or any of the members of the Architectural Control Committee be liable for damages arising out of any action performed by it or because of its failure or refusal to act pursuant to these Restrictive Covenants. In no case shall any of said parties be liable in any manner by reason of mistake of judgment, negligence or nonfeasance. The Committee shall not be responsible for verifying that work is performed in accordance with approved plans and specifications.

EXECUTED this 13th day of January, 1987.

NOR-TEX DEVELOPMENT CORPORATION

BY: R.K. Lambert, President

FYI: The Architectural Control Committee (November 24, 1992)

Charles W. Fick	7229 Harvey Lane	Whiffletree V	Sold April 17, 2000
David A. Robinson	3233 Breton Drive	Whiffletree VII	
Frank V. Shandor	3305 Caleo Court	Whiffletree V	Sold August 31, 1998
William A. Tolany	3424 Swanson	Whiffletree VII	
Raymond G. Wheless	3308 Caleo Court	Whiffletree V	Sold April 11, 2008