

# RESERVATIONS, RESTRICTIONS AND COVENANTS

IN

PANTHER HEIGHTS

STATE OF TEXAS

COUNTY OF TARRANT

Panther Heights, L.L.C. a Texas Limited Liability Company, (sometimes hereinafter called Developer) being the owner of that certain tract of land (the "Addition") in Tarrant County, Texas, described as Panther Heights, an addition to the City of Fort Worth, filed in Cabinet A, Slide 5064 & 5065 Plat Records Tarrant County, Texas does hereby declare that all the lots shown thereon are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth and which run with the land and shall be binding on any subsequent owners of the lots, their heirs, executors, administrators, successors and assigns.

## DECLARATION

The provisions hereof are hereby made a part of each contract and deed in respect of any lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

## TERM

All of the restrictions, conditions, and covenants set forth herein (sometimes referred to as "Restrictions") shall affect each and all of the lots and tracts in the Addition and shall run with such lots and tracts and shall exist and be binding upon all parties and all persons claiming under them for a period of Thirty (30) years from the date of filing hereof, after which time the same shall be automatically extended for successive periods of ten (10) years each; unless within sixty (60) days of the expiration date of any such period, the then record owners of a majority of the lots covered hereby shall vote to modify or discontinue the provisions hereof.

## ENFORCEMENT

If any owner of any of the Addition or any person shall violate or breach any of the Restrictions, any other owner or owners of any part of the Addition shall have the right to prosecute any proceeding at law or in equity (including suit for permanent injunction) against any such person or persons who are violating or attempting to violate or breach any of such Restrictions, and shall have the further right to use any other lawful means to prevent any such violations or breach.

## AMENDMENT/VARIANCE/WAIVER

No delay or omission on the part of the Developer, or its successors or assigns in interest, or of any owner or owners, in exercising any right, power, remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision breach has expired; and no right of action shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against Developer, its successors or assigns, for or account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein agreements, conditions, restrictions, charges or covenants which may be unenforceable.

## MORTGAGE VALIDITY

Violation of any part of this Declaration shall not default or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

## IN VALIDATION

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

## RESTRICTIONS

### Residential Use:

All of said property shall be occupied and used for single family residential purposes only.

### Plans and Specifications:

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan have been approved in writing by Developer 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 making of such alterations has been commenced prior to the completion hereof, 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 to this covenant. The powers and duties of the Developer and its authorized 2005. 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 majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the Developer.

#### Building Size:

Each single story residence on each lot shall contain not less than one thousand six hundred (1,600) square feet of fully enclosed floor area devoted to living purposes. Any two story residence on any lot shall contain not less than two thousand (2,000) square feet of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from faces of exterior walls. Each residence shall have, at minimum, a two car garage with door or doors (no carports allowed) which may not converted to living space.

#### Building Materials and Appearance:

No dwelling shall be erected on a lot of material other than brick, stone, brick-veneer, or other masonry material unless the above named materials constitute at least seventy-five percent (75%) of the outside wall areas below the first floor plate line, excluding window and door areas, below gables or roof areas. All roof pitches must be of a minimum of 6/12. Weathered wood, black or simulated slate color are the only colors allowed, for composition asphalt singles. If a tile roof is used, only terra cotta and muted colors may be used. Any type of metal roofing is specifically prohibited. All lots will have a front building line of forty feet and all residences must be at least forty feet from the front property line. For any outbuildings, there will be a building setback of one hundred thirty feet (130') from the front property line. Detached garages are excepted from this one hundred foot setback only if the garage is of the same architectural conformance and materials of the main residence. All garage doors, whether they be on the dwelling or outbuilding must face the side or rear of the lot. No window unit air conditioners or evaporative coolers shall be visible from the street. All mailboxes shall be of general conformity with all other mailboxes in the Addition. No dwelling or outbuilding shall be painted bright primary colors. All windows facing the street shall be of the "divided light" type and if they open, shall be not be a horizontal sliding type window. The backside (side facing the exterior of a house) of any window covering used inside a residence that can be seen from the street shall only be in the colors of white, off white, ivory, cream, black or stained wood. Aluminum foil and newspapers are specifically forbidden as window coverings on any window that can be seen from the street. If awnings are placed above windows, they must be in a complementary color to the dwelling and may only be of a canvas type fabric material with metal framing. No fiberglass, plastic or metal patio covers of any material shall be visible from the street. Only newly constructed dwellings shall be permitted in the Addition. No structure may be moved into the addition in whole or part.

### Outbuildings:

No trailer, mobile home, modular home, tent, camper vehicle or temporary house shall be placed or erected on any lot for use as a dwelling. No temporary buildings or structures of any kind may be placed on any lot, except that the developer may grant permission for temporary buildings or structures to be placed on lots for storage of materials during construction by the persons doing such work and for a temporary sales office for Developer or any other person engaged in the sale of lots within the Addition. If permission is granted, the temporary buildings or structures shall be removed within thirty (30) days after written notice from the Developer to remove the buildings or structures. No outbuilding on any lot may be taller than the highest roof line of the dwelling on said lot. Any outbuilding must be in general conformance with the architecture of the dwelling.

### Fences, Boundary Planting

No fence or wall shall be placed on any lot nearer to any front street than is permitted for the house on said lot and no fence or wall shall be placed on any portion of the site with a greater height than six feet (6') from the natural ground elevation. Chain link or wire type fences are only allowed along the side property line behind the rear building line of the main building and along the rear property line of any given lot. Chain link or wire type fencing is specifically prohibited if facing the front of a lot or run parallel with the front property line. Should a hedge, shrub, tree or other planting be placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. Retaining walls are the responsibility of the owner of the lot which is lower in elevation.

### Landscaping, Grounds Maintenance and Appearance:

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 equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. All garbage shall be kept in city approved containers and shall be placed where designated by the city for collection on the day of collection only. All yards must be kept in a neat and orderly manner, maintained, watered, hedges and shrubs trimmed and lawns mowed on a regular basis. Front yards must be sodded or seeded and have shrubs no later than sixty (60) days after the completion of construction. No drying of clothing out of doors nor clothes lines for the drying of clothing will be permitted in the Addition. Yard decorations (i.e.: plastic flamingos, gnomes, statues, wagon wheels, wells, etc.) in the front yard that are in excess of two feet in height are prohibited and any more than two (2) decorations are prohibited. Drainage swales on the lot shall not be substantially altered or obstructed so as to change the drainage of the lot or adjacent lot(s). In addition, all drainage areas streets to front property line and side property line (corner lots) shall be maintained by Lot Owner. No open or exterior storage of goods of any kind is allowed after the completion of the construction of the dwelling.

#### Animals:

No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes on his property, and no person owning any lot or lots shall keep any animals in numbers in excess of that which he may use for the purpose of companionship for the private family, it being the purpose and intention hereof to restrict the use of said property so that no persons shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys or any other animals that may interfere with the quietude, health or safety of the community.

#### Vehicles:

No trailer, camper, boat or motor home of any kind shall be left on the street or within the front yard or driveway at any time nor shall these type vehicles be visible from the street at any time. No obviously inoperable vehicle shall be left anywhere that is visible from the street. No overnight parking on the street nor driveways of large trucks (3/4 ton or larger) or vehicles with painted advertising. No vehicle of any sort shall be left on the landscaped portion of the front or side yards at any time.

#### Antennas/Aerials:

No radio, television or other aerial shall appear on the roof of any building and no such aerial shall be maintained on any lot not containing a dwelling. No satellite dishes of any kind shall be visible from the street.

#### Signs:

No sign of any kind shall be displayed to the public view on any lot except: (a) one sign of not more than six (6) square feet, advertising the property for sale or rent; (b) signs used by a Builder to advertise the property during the construction and sales period; (c) signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project.

#### Offensive Activity and Miscellaneous:

No noxious nor offensive trade nor activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All improvements constructed on the lots must comply in all respects with the zoning ordinances, building codes, rules and regulations promulgated by the City.

#### DEVELOPER'S RIGHTS

Developer's interpretation of the meaning and application of the provision hereof shall be final and binding on all interested parties at any time in question.

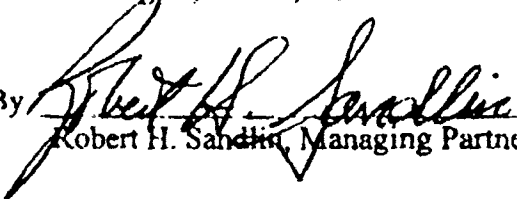
Developer may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

EXECUTED this the 8 day of Feb. 2000.

Panther Heights, L.L.C., a Texas Limited Liability Company,

By

  
Robert H. Sandlin, Managing Partner

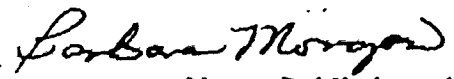
STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert H. Sandlin, known to me to be the person and officer whose name is subscribed to the foregoing instrument and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the  
8 day of Feb., AD 2000

My Commission Expires:  
for Dallas County, Texas

  
Notary Public in and

