

GREENWAY HOMES, INC
STROM COURT ADDITION
ENNIS, TX

KELLER WILLIAMS REALTY
KAREN BUCKLEY
972-878-8155

LEGAL DESC.	ADDRESS	PRICE
LOT 2, STROM COURT	902 S. PARIS	\$34,500
LOT 4, BL A, STROM CT PH II	504 STROM	\$28,500
LOT 5, BL A, STROM CT PH II	506 STROM	\$28,500
LOT 6, BL A, STROM CT PH II	508 STROM	\$28,500
LOT 7, BL A, STROM CT PH II	510 STROM	\$32,500
LOT 8, BL A, STROM CT PH II	512 STROM	\$36,500
LOT 11R, BL A STROM CT PH II	509 STROM	\$36,900
LOT 12, BL A, STROM CT PH II	507 STROM (SPEC)	\$154,,500
LOT 13, BL A, STROM CT PH II	505 STROM	\$28,500
LOT 14, STROM COURT	904 S. PARIS	\$33,000
LOT 15, BL A, STROM CT PH II	503 STROM	\$28,500
LOT 16, BL A, STROM CT PH II	501 STROM	\$28,500

RESTRICTIVE COVENANTS APPLICABLE TO STROM COURT PHASE 2, (A SUBDIVISION OF PART OF THE _____ SURVEY ABSTRACT _____) CITY OF ENNIS, ELLIS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF ELLIS

A. COVENANT

1. KNOW ALL MEN BY THESE PRESENTS THAT GREENWAY HOMES, Owner of all those lots in the above described subdivision, does hereby place the following restrictions to be binding on the undersigned as well as subsequent owners of the following described lots:

Lots 3- 13; 15,16;

2. These restrictions are for the benefit of, and shall inure to each and every property owner of the lots above described and may be enforced by any property owner therein. Should the owner and/or tenant of any of the above described lots violate any of these restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions after reasonable notice, then in such event, any owner of these above described lots may institute legal proceedings to enjoin, abate, and/or correct such violation of such restrictions and/or conditions; and if adjudged by a Court proper jurisdiction in violation of said restitution then shall pay all attorney's fees, court costs, and other necessary expenditures incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorneys fees to be fixed by the court. The amount of said fees, costs, and expenses allowed shall become a lien upon the land, as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as any other lien upon real estate, the procedure of which is fixed by statute.

3. Invalidation of any aspect of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter.

4. These covenants and restrictions shall run with and bind the land subject there to for a term of forty years from the date that this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument is signed by two-thirds of the owners of subject lots has been recorded, agreeing to amended or change said covenants and restrictions.

B. USAGES

1. Each lot is hereby designated solely as a site for one single-family detached dwelling and may not be occupied unless it meets all requirements of these covenants.

2. No livestock, poultry, or animals of any kind (or pens or coops for same) shall be kept other than the usual and ordinary household pets. In this regard, however, the Architectural Control Committee shall have the right and authority to limit the number and variety of household pets permitted to be kept by any subdivision lot owner.

3. The construction or maintenance of signs, billboard, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the sale or rental of property is permitted, provided it does not exceed 3' X 5' feet in size.

4. Engaging in a trade or business on the subject lot is prohibited, as also is any activity which may become an annoyance or nuisance to the neighborhood.

5. There shall be no drying of clothing out of doors nor clothes lines suitable for the drying of clothing will be permitted in this subdivision.

6. Grass, weeds, and vegetation on each lot in this addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the Architectural Control Committee, may at its option, have the grass, weeds, and vegetation cut when and as often as necessary in its judgement, and the owner of the property shall be obligated to reimburse it for the cost of such work and claim for such reimbursement will constitute a lawful lien against the lot when properly filed with the County Clerk of Ellis County.

7. All trash, ashes, residues, and garbage must be collected in suitable covered containers, and removed from the subdivision lot regularly. (No trash or garbage may be disposed of by burning on any of the aforesaid lots. Not trash, ashes, or other residue may be thrown or dumped on any lot in this subdivision, or allowed to remain thereon.)

8. Specifically exempted from the provisions of this section are activities by the developer or lot owners carried out in the regular pursuit of construction, maintenance and sales within the subdivision, which exemption shall end when all development activity including sales by developer are completed.

9. All dwellings and other structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly.

10. No automobiles, trucks, boat, boat rigging, campers, mobile homes, or any other trailer, recreational vehicle, or other equipment of any kind shall ever be left parked on any lot, street or driveway in this subdivision without the prior written approval of the Architectural Control Committee, except for temporary parking incident to the contemporaneous use of such vehicle or object, nor shall same be left parked on any lot unless parked inside the garage, or unless effectively screened from public view, or unless enclosed by some enclosure approved by the Architectural Control Committee.

C. Architectural Standards

1. Lots may not be re-platted so as to create from the total combined re-platted lots more separate building sites or lots than existed in the original platting of said combined lots.

2. No structure shall exceed (except by Architectural Control Committee written approval) two stories in height. Servant quarters may be allowed when the plans therefore are approved in writing by the Architectural Control Committee.

3. Every residence must meet all applicable requirements established by the City of Ennis, Texas and any residence must meet these same requirements.

4. The main dwelling of every residence located on any of the following lots 3-6; 12,13,15,16 shall have a living area of not less than 1200 square feet under air-conditioning. The main dwelling of every residence located on any of the following lots 7-11 shall have a living area of not less than 1400 square feet under air-conditioning.

5. No dwelling shall be constructed or permitted to exist on any lot unless at least 70% of the exterior surface area of the walls of the first story thereof, exclusive of windows, doors, and other glassed areas, consists of brick, or stone.

6. Roof material must be composition shingles with a minimum of 250 lbs. per square, and will require approval by the Architectural Control Committee. Roof pitch ratios are subject to final control of the Architectural Control Committee.

7. All residences will face the front line of the lot and shall not protrude forward of the front building lines as set forth on the dedicated plat. Side and rear building lines shall meet the requirements of the City of Ennis, Texas and be subject to approval by the Architectural Control Committee.

8. New structures only shall be erected on and permitted to remain in the addition. No structures may be moved into the addition. Owner of said lot has 10 months to complete construction from commencement of construction.

9. No metal building, house trailer, temporary residence, or temporary structure of any kind shall be allowed. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction.

10. Attached garage openings will be located at the side or rear elevation of dwellings. Detached garages will be constructed of the same materials and under the same architectural guidelines as remainder of house. Detached garages will be placed behind the main house structure, and be subject to approval by the Architectural Control Committee.

11. No television antenna, radio antenna, or other antenna, shall extend more than six feet above the highest point of the roof line of the dwelling, or the top of the chimney, whichever is highest. Any satellite receiving dish must be located at the rear of the homeowner's lot, and must not be visible from any subdivision street.

12. no window and wall type air-conditioning units will be permitted.

13. Swimming pools must meet the City of Ennis, Texas requirements and restrictions, but in no event shall construction of any above ground pool be allowed on any subdivision lot.

14. The easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat filed for record.

15. Sidewalks shall be 4 feet in width along all front and side street adjacent to lots 3-13,15,16 at no cost to developer. All sidewalks will meet City of Ennis building requirements.

D. ARCHITECTURAL CONTROL COMMITTEE

1. No structure shall be erected, placed, or altered on any lot until construction plan, specifications, and a plat showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to the location with respect to topography and finished grade elevation. A full set of plans shall be left with the Architectural Control Committee while any building is under construction. The Architectural Control Committee shall have the right to waive any restrictions herein provided insofar as the same pertains to type of roof or quantity of masonry to be used.

2. The Committee's approval or disapproval as required by this covenant shall be in writing. In the event the Committee fails to approve or disapprove plans in thirty (30) days after submission or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and restrictive covenants herein contained shall be deemed to have been fully complied with.

3. The Architectural Control Committee shall be composed of three (3) members namely, Mark Martinek, Bernard Martinek, Tom Martinek, and _____ who may change members thereof from time to time at their discretion. The Committee shall be ruled by a simple majority. 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 or member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Each member of the Architectural Control Committee shall serve for a period of one year, unless said term is terminated earlier by a majority vote of the Committee members.

4. When eighty percent (80%) of the subdivision lots have been sold, the Architectural Control Committee shall be composed of three (3) members elected from those individuals who have previously purchased subdivision lots.

EXECUTED this the _____ day of _____ 2002.

Tom Martinek

STATE OF TEXAS)
COUNTY OF ELLIS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared TOM MARTINEK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me 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 _____ day of _____, 2002.

Notary Public, State of Texas