

**SECOND AMENDED DEED RESTRICTION
FOUR CORNERS ESTATES SUBDIVISION
PHASE FIVE**

E. FCEPOA has the responsibility and authority for maintaining and supervising the Deed Restrictions, it shall be empowered, within the scope and terms of its Bylaws, to create and adopt a new set of deed restrictions. This will include the authority to amend and/or delete restrictions as stated hereinafter:

1. Any structure erected or maintained on any lot/tract in Four Corners subdivision must have the design and specifications approved by the Architectural/Restriction Committee prior to commencing of construction. Any home erected on site must be finished as to exterior appearance within six (6) months from beginning of construction and must be completed inside and out within one (1) year from beginning of construction. No structure will be moved onto any lot/tract without prior approval from the Architectural/Restriction Committee. Not more than one single family residence per lot/tract will be allowed. No residence shall be subdivided and rented to dual tenants. No resident shall be rented or leased for any period less than one hundred and eighty (180) days. FCEPOA Owners shall provide date the rental/lease commences, term of the rental/lease, the name, phone number, and email address of the person(s) that resides at the property under a rental/lease. All homes shall have a minimum of a 2-car side loading garage. Forwarding facing garages shall not be allowed except for detached garages. No mobile homes, house trailers, portable homes, modular homes, or the like will be allowed on any lot/tract within the Four Corners Estates subdivision. No residence will contain less than Two Thousand (2,000) square feet of enclosed living area excluding garages and porches.

2. The exterior walls of any residence shall consist of not less than 60% brick, stone, rock, or such materials that when combined yields a "stucco" finish. All roofs must be constructed of fire-resistant materials. Any roof constructed of materials other than composition shingles, concrete tile or clay tile must be first approved in writing by the Architectural/Restriction Committee. The pitch of said roofs must have at least seventy percent (70%) seven (7) inches per twelve (12) inches or greater pitch.

3. No lot/tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste will not be kept on any lot/tract within the subdivision, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material will be kept in a clean, sanitary condition. No junk, wrecking or auto storage yards shall be located on any lot/tract, nor will any inoperative, unlicensed, or unregistered vehicles be allowed to remain parked out of a covered parking area for longer than thirty (30) days. Material of any kind stored on any said property shall be arranged and maintained in an orderly manner on the rear one-third (1/3) of said property, will be properly covered and will be allowed. Lots/ tracts must be maintained by owners and vegetation maintained that no lot/tract is a detriment to the value of adjacent property. The Architectural/Restriction Committee will determine what may constitute a detriment.

4. No lot/tract shall be clear cut of all timber. A minimum of 3 mature trees shall be left in front of the primary residence when clearing timber from lots/tracts.

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5. No noxious or offensive trade or activity will be carried on upon any lot/tract, nor any activity thereon or event that may be or become an annoyance to the other owners and/or residents within the subdivision. This restriction shall not preclude the Developer from conducting the business of developing and selling lots situated within the subdivision to the general public.

6. All boats, utility trailers, farm equipment, recreation vehicles and like items shall be parked/stored either in garages/shops/barns, or parked/stored behind 8ft privacy fencing.

7. Architectural/Restriction Committee must approve all fences before construction. All fences will be well maintained and not allowed to detract from the property. No fences shall be allowed in front of the primary residence.

8. No building or structure will be occupied or used until the exterior thereof is completely finished. Each habitable structure on the lot/tract within the Four Corners Estates subdivision shall be equipped with sanitary plumbing and toilet facilities connected to public sewerage system or to a septic system of sufficient size and capacity to meet all requirements of the Polk County Department of Development, and its successors.

9. No outbuilding, garage, barn, tent, travel trailer and/or camper or any other temporary structure may be used as a dwelling, temporarily or permanently, on any lot/tract within the Four Corners subdivision.

10. Easements are reserved along the rear property line, side property lines and along the front property line of all lots/tracts in the Four Corners Estates subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere with or threaten the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities, as indicated below. These easements shall also extend along any side and rear property lines in the case that the original lots/tracts are fractured into multiple, smaller lots/tracts. Easements are within sixteen (16) feet on the rear and side of the property lines and twenty (20) feet along the front property line.

11. No permanent structure placed or constructed on the property shall be located within the one hundred (100) year flood zone.

12. In no event will any lot, tract, or piece of property within the Four Corners Estates subdivision be used for any business purpose. Hunting of any kind is expressly prohibited on or from any lot/tract within the subdivision.

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13. No billboard or advertising will be placed on the property or any lot/tract within the Four Corners Estates subdivision other than standard for sale signs. Satellite dishes and Television antennas shall be attached only to the rear of the house or placed in the back yard manner that is not visibly detrimental to the area. LP gas tanks shall be located on the side or in the rear of the home and must be underground or screened to streets or neighbors.

14. Clothes will not be hung and/or dried outside the home on lines, fences, or similar structure, within sight of any road or adjoining property.

15. Dogs and house pets are permitted in said subdivision, but are not to exceed four (4) pets per household. The pets must be kept on the owner's lot/tract and are not allowed to run free through the streets or throughout the subdivision. If a property owner allows their pet(s) to roam free on a continual basis, the Architectural/Restriction Committee has the authority to have the pets picked up without notification to its owner. If the pets are returned to their owner, it will be at the expense of the pets' owner. Pit Bull dog breeds are expressly prohibited within the Four Corners Estates subdivision.

16. Each residence must have a driveway. Driveways must be installed within sixty (60) days following occupancy of home. The driveway to the primary residence and any secondary driveways shall be constructed of concrete. The Polk County Commissioner must approve all culverts and culverts must be installed in accordance with the policies of Polk County, Texas.

17. Any outbuilding, including, but not limited to, shops, barns, and storage buildings, located on a lot/tract within the subdivision, must be constructed of new materials, with the exterior walls of not less than painted metal. This is not meant to preclude the use of wood or masonry. The maximum height for any exterior wall shall not exceed twenty (20) feet. All roofs must be constructed of fire-resistant materials. The pitch of said roofs shall be a minimum of two (2) inches on twelve (12) inches. No outbuilding shall be located on any lot/tract nearer to the front or side street property lines than one hundred (100) feet nor nearer than twenty (20) feet to any side property line. No outbuilding shall be larger than two thousand (2,000) enclosed square feet. Outbuildings and like items may not be placed on any lot/tract within the subdivision prior to pouring the foundation of the lot's/tract's respective home site. Owners with adjacent lots/tracts that have structures, building or other improvements erected without a primary resident on those lots/tracts, must sell the lot/tract with the primary residence or restore the adjacent lot to the original condition prior to the lot/tract being sold separately.

18. No residence will be placed or erected on any lot/tract nearer than fifty (50) feet to the front property line nor nearer than twenty (20) feet to any side property line. Corner lots/tracts shall have two front yard setbacks, the front yard setbacks being defined by frontage to any street within the subdivision.

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19. The front of the primary residence must face the public right-of-way or street, or in the case if a corner lot/tract, the residence must face one of the two public rights-of-way or streets.

20. Re-platting or subdividing of any lot/tract within the subdivision must be in accordance with the Rules and Regulations of Polk County, Texas, and all deed restrictions herein will apply to each lot/tract created as a result of subdivision of any lot/tract. No lot/tract within Four Corners subdivision shall ever subdivide to be less than one contiguous acre.

21. Standby Electric Generators - All Standby electric generators must be screened from public streets. Generators may only be use during periods when power is unavailable or intermittently available from the utility. Periodic testing of the generator will be permitted during daylight hours.

22. Solar Energy Devices – Are permitted on the roof of the home or outbuilding or in a fenced yard or patio. If mounted on the roof of the home or outbuilding the devices shall not extend higher than or beyond the roofline and must conform to the slope of the roof. Frames, support brackets, or visible piping or wiring must be silver, bronze, or black tone commonly available in the marketplace. If located in a fenced yard or patio, the devices must be no taller than the fence line.

23. Any requests for a variance from these deed restrictions not specifically addressed in these deed restrictions must be submitted in writing including justification for the variance to the Board of Directors. No variance is given until granted in writing from the Board of Directors.

24. Each lot/tract in the subdivision shall be and is hereby made subject to an annual maintenance assessment. Each lot sold shall be and is hereby made subject to a transfer fee of one hundred dollars (\$100). The annual maintenance assessment to be assessed to the owner when the FCEPOA owner acquires title to a lot. All fees are to be paid directly to FCEPOA. FCEPOA has all rights and legal ramification to collect and secure amounts and other provisions in this document. The annual maintenance assessment referred to shall be used to create a fund to be known as the "Maintenance Fund". The annual maintenance assessment shall (except as otherwise hereinafter provided) be paid by the owner, of each lot annually, in advance with the first payment being due and payable on the date each owner acquires title to a lot (being only for the remaining portion of the calendar year in which the owner acquires such title). Following payment of the annual maintenance assessment, the property owners' subsequent payments shall be due and payable on or before January 1st of each succeeding year thereafter, beginning with the January 1st immediately following the date each owner acquired title to their lot. The maximum amount of the annual maintenance assessment shall be three hundred dollars (\$300) and may not be increased without a vote least fifty-one (51) percent of the total votes allocated to property owners within the Four Corners Estates Subdivision, subject to the annual maintenance assessment.

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25. The annual maintenance assessment fees collected shall be paid into the FCEPOA's Maintenance Fund to be held and used exclusively for the benefit, directly or indirectly, of the Four Corners Estates subdivision. The Maintenance Fund may be expended by FCEPOA for any purpose or purposes that will likely maintain the property values within the subdivision, including, but not limited to: providing for the maintenance and repair of FCEPOA property, enforcement of the provisions of this instrument, and for the maintenance, operation, repair, benefit and welfare of any FCEPOA recreational facilities within the subdivision. Annual maintenance assessment fees are due January First each year and are delinquent February First. Annual maintenance assessments which are not paid by February First shall bear a late fee of fifty dollars (\$50.00) a month beginning February First. FCEPOA shall be entitled to receive reasonable collect fees and attorney's fees for the collection of any delinquent annual maintenance assessment. For nonpayment of the annual maintenance assessment the FCEPOA shall file an Assessment Lien with the county as legal instrument affecting title to real property. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company, savings and loan institution or any other person or entity which hereafter lends money for the purchase of any property within the subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property. The interest, collection charges and attorneys' fees shall be secured in like manner as the annual maintenance assessment.

26. The Four Corners Estates POA is not responsible for the maintenance of any roads within the subdivision.

27. If the owner of any lot/tract in Four Corners Estates subdivision, or any other person, will violate any of the covenants herein, it will be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

28. These Second Amended Deed Restrictions may be amended at any time and in any respect with the approval of at least fifty-one (51) percent of the total votes allocated to property owners within the Four Corners Estates Subdivision, all Phases and the Adjacent 2.945 Arce Lot. Amendments may be necessary to (i) bring any provision into compliance with any applicable governmental statutes, rule, regulation or judicial determination; (ii) as necessary to comply with the requirements of the VA, HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or (iii) as necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, any amendment pursuant to clauses (i), (ii) and/or (iii) immediately above must not have a material adverse effect upon any right of any property owner within the subdivision. Any amendment to the Deed Restrictions shall be effective upon recording.

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29. These Second Amended Deed Covenants and Restrictions will be binding upon the Purchaser, his successors, heirs and assigns and are for the benefit of the entire Four Corners Estates subdivision hereinabove described.

30. Invalidation of any one or more of these covenants and restrictions by judgment of any Court will in no way affect any of the other covenants, restrictions and provisions herein contained, which will remain in full force and effect.

As amended hereby, the Second Amended Deed Restrictions set forth in this Declaration shall supersede all previous Four Corners Estates Deed Restrictions and were ratified at the 2021 Annual and Special Meeting and confirmed as in full force and effect. EXECUTED as this twenty-four day of January, 2022.

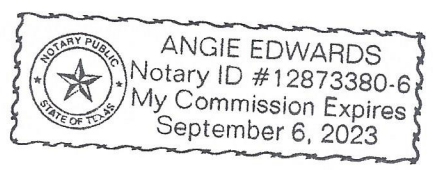
Four Corners Estate Property Owners Association
A Texas Non- profit Corporation

By: *Allen W. Borchers*
Allen W. Borchers
Director – President FCEPOA

STATE OF TEXAS }
COUNTY OF POLK }

This instrument was acknowledged before me on January 24, 2022 by Allen W. Borchers, President Four Corners Estates Property Owners Association.

Angie Edwards
Notary Public, State of Texas



518-193-813

2022-2391-813

FILED FOR RECORD

Jan 24 2022 02:57:55

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the same time stamped heron by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped heron by me.

Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

SM Jan 24, 2022

AMOUNT FOR ARLD
Notary ID# 15813380-6
My Commission Expires
September 8, 2023