

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRINGSIDE ESTATES

WHEREAS, AP Saratoga LLC, hereinafter called the "Declarant", is the owner of all that certain real property located in Ellis County, Texas described as Phase 1 of Springside Estates and being all the land described in Exhibit "A" attached hereto (the "Property").

WHEREAS, Declarant intends that the Property be developed as a residential subdivision and community and that the Property be subject to the covenants, conditions and restrictions set forth in this Declaration in order to ensure the proper development, improvement, use and sale of the Property or any portion thereof.

NOW THEREFORE, it is declared that the Property, or any portion thereof, will be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions, which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property, their heirs, successors and assigns, and will inure to the benefit of each owner thereof; and that each contract or deed conveying the Property, or any portion thereof, will conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions. Declarant subjects the Property to this Declaration to protect Lot Owners (as hereinafter defined) against the improper use of surrounding Lots as will depreciate the value of the Lots, to ensure adequate and reasonable development of the Property, to encourage the erection of attractive improvements thereon, with the appropriate locations thereof on buildings sites, to prevent haphazard and inharmonious improvement of Lots, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements on the Property;

ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

“ACC” shall mean the Architectural Control Committee appointed by the Board.

“Assessments” shall mean and refer to the regular annual assessments and/or the special assessments.

“Association” shall mean and refer to Springside Estates Homeowners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

“Board” shall mean the Board of Directors of the Association.

“Common Area” shall mean and refer to all real property (including screening wall, entryways, landscaping, irrigation, easements, cluster mailboxes and all improvements associated therewith) owned or held by the Association for the common use and enjoyment of the Owners.

“Declarant” shall refer to AP Saratoga LLC, or its assigns if such assignment states such assignee is the successor Declarant under this Declaration.

“Homeowner” shall refer to the record owner, whether one or more persons or entities, after title is conveyed by Declarant or a homebuilder to such homeowner.

“Lessee” shall mean and refer to each person (not otherwise an Owner or a Member) authorized by an Owner to reside within such Owner’s home.

“Lot” shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in the Plat Records of Ellis County, Texas, on which there is or will be built a single family dwelling. The term “Lot” shall not include the Common Area nor any other reserves shown on the said map or plat.

“Owner” shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a

detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Properties” shall refer to the Property and such additions thereto as may hereafter be brought within the jurisdiction of the Association as determined by the Declarant in its sole discretion.

ARTICLE 2 ARCHITECTURAL CONTROL

2.01 Architectural Control Committee.

The Board shall designate and appoint an Architectural Control Committee consisting of not less than two qualified persons, which committee shall serve at the pleasure of the Board.

2.02 Approval of Plans and Specifications.

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration thereto, be made, nor shall any landscaping on any Lot be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to, and approved in writing by, the ACC as to harmony of external design and location in relation to surrounding structures and topography. The Association shall establish the process and publish appropriate forms for Homeowners to request any ACC approval.

2.03 Failure of ACC to Act.

In the event that any plans and specifications are submitted to the ACC as provided herein, and such ACC shall fail either to approve or reject such plans and specifications for a period of 30 days following such submissions, approval by the ACC shall not be required, and full compliance with this Article shall be deemed to have occurred.

ARTICLE 3
EXTERIOR MAINTENANCE

Section 3.01 In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant, ACC or the Association shall have the right, through its agents and employees, to enter upon said Lot to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

ARTICLE 4
USE RESTRICTIONS

Section 4.01 Residential Zoned Property Use.

All Lots shall be used, and all improvements thereon occupied, for single family purposes only. No Lot shall be combined with any other Lot, nor shall any Lot be further subdivided, without approval from Declarant.

Section 4.02 Structural Restrictions.

One hundred percent (100%) of the front elevation shall be masonry, measured to the upper most plate line; exclusive of windows, doors, entry walls, covered porches, architectural projections and accents and area above first floor roofs. The side and rear elevations shall be a minimum of eighty-five percent (85%) masonry. Masonry shall be defined as brick or stone placed in individual units. Stucco may be permitted only upon approval by the ACC. The total floor area of the main structure, exclusive of porches, garages, patios, terraces and breezeways shall be not less than 2,200 square feet. The width of the main structure shall be in harmony with the other dwellings in the subdivision.

No dwelling or residence or any other structure shall be constructed of more than two stories in height without the express permission of the ACC. Storage sheds may be permitted by permission of the ACC and must comply with the building set back requirements according to the plat or governmental requirements, must have shingles matching the main building on such Lot, must have been painted the matching or complimentary colors of the main building on such Lot, and must not exceed a height of ten feet (10').

Each dwelling or residence shall provide an attached garage structure with space for a minimum of two cars. All garages shall be "J" type, front swing, rear swing, or traditional side entry. A single car or two car garage may face the front of the street provided that an additional two car garage of "J" type, front swing, rear swing or traditional side entry shall be constructed. Said single car or two car garage must be set back off the front elevation and can be either attached or detached, and the garage door(s) must be stained cedar or its equivalent.

Section 4.03 Temporary Structures.

The Declarant, or any other person or company engaged in the construction of improvements on the Property, may maintain temporary construction offices, and such temporary construction office shall be promptly removed upon completion of home(s) or model home(s) constructed upon the Property. Except for such temporary construction office, no temporary structure of any kind shall be erected or placed upon any Lot (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment may be placed on a Lot only in places to minimize visibility from any street on which the Lot fronts). In no instance shall more than one dwelling or residence be erected on a Lot.

Section 4.04 Building Line.

All dwellings or residences built upon any Lot shall face the road or street upon which the Lot faces, as the Lot is platted, and no portion of any structure shall be nearer to the road or street property line of the Lot than thirty feet (30'), nor shall the front of such dwelling or residence be more than eighty feet (80') from the road or street property line. No structure of any kind shall be nearer than twenty feet (20') from the rear property line or ten feet (10') feet from the side property line.

Section 4.05 Nuisances.

No boats, trailers, campers, or inoperable automobiles will be left on the street or side yard within view of the street, such vehicles must be parked in a garage or out of public view. No truck with tonnage in excess of one ton and no vehicle with painted advertisements shall be permitted to park overnight on the street. No vehicle shall be continuously parked along the street for a period exceeding one week. No noxious or

offensive sounds, smells, or activity of any kind whatsoever, nor hazardous activities, shall be carried on upon the Property, nor shall there be permitted any act thereon that may be or become an annoyance or nuisance to Owners of the Lots.

Section 4.06 Fences.

Only a walnut oil base (Sherwin Williams) stained cedar fence (with steel poles), or such fence approved by the ACC, shall be erected on the Property. No fence shall be erected forward of the front building line on a Lot. No fence shall exceed eight feet (8') in height.

Section 4.07 Service Facilities.

All clotheslines or service facilities must be enclosed within walls, fences or landscaping so as to not be visible from outside of the Lot.

Section 4.08 Pets.

No animal or fowl of any kind shall be raised, kept or quartered on any portion of a Lot except pets of the kind and number typical of household pets. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, rabbits, peacocks, ducks, geese, pigeons and guinea fowl are expressly prohibited.

Section 4.09 Easements.

All easements shown on the subdivision plat for the purpose of installing and maintaining public utilities and all easements hereafter granted for such purposes by Declarant shall be strictly observed and shall not be obstructed in any manner so as to hinder the use of any such easements.

Section 4.10 Signs.

No signs for advertising purposes shall be displayed to the public view, by Owners or homebuilders, excepting only signs of customary dimensions (3' x 4' maximum, or applicable ordinance) advertising any portion of the Property for sale. Builders at Springside Estates shall be allowed to erect a sign not to exceed 12' x 16' at or near their model home location. Ground mounted "security warning" signs and "garage sale"

signs shall also be allowed, provided such signs do not exceed three (3) square feet in size, and garage sale signs may only be posted during such sale, and 1 day prior to such sale. Political signs may be displayed on a Lot provided (i) such sign is erected no earlier than 60 days before the date of the election to which the sign relates; (ii) is removed no later than the 5th day after such election; and (iii) is ground mounted. All signage shall comply with municipal code and regulations.

Section 4.11 Roofs.

The roof pitch of any structure shall be 8:12 minimum and 12:15 maximum. Any deviation from the maximum must be approved by the ACC. Treated wood shingles, slate, rigid tile material, or 20 year particle composition or its equivalent shall be used as the roofing material on all structures.

Section 4.12 Garbage – Weeds.

Except for garbage pick-up days (starting the prior evening), all garbage containers shall be placed so as not to be visible from the street. The Property may not be used as a dumping ground for rubbish, trash, garbage or wastes. All Lots must be kept free of weeds and debris. If at any time an Owner shall fail to control weeds (grass/weeds exceed 6" in height), unsightly growth or debris on his Lot, Declarant, ACC or Association shall have the right, through its agents or employees, to enter upon said Lot and repair, maintain, mow and otherwise restore said Lot, all at the expense of the Owner. All yards must be sodded or grassed within a reasonable time period not to exceed three months after initial conveyance of a Lot with a dwelling thereon to a Homeowner.

Section 4.13 Antennas and Satellite Dishes.

All television antennas and other antennas and aerials shall be located inside the attic or under roof, or in the case of a satellite dish, out of public view from the front street, unless otherwise permitted by the ACC.

Section 4.14 Landscaping.

Landscaping of each Lot must be completed before the main structure is first occupied as living quarters. The front yard of each Lot shall have installed a minimum of

two trees with a minimum trunk of three inches (3") diameter and a minimum height of 72 inches (from the ground). Xeriscaping shall be allowed with approval from the ACC.

Section 4.15 Mailboxes.

Individual mailboxes (if permitted) and cluster mailboxes shall be standardized throughout Springside Estates and shall be constructed only with ACC approval. An address block shall be installed on the front façade of each residence. If permitted by the United States Postal Service and the ACC, residences may maintain individual brick mailboxes constructed in accordance with any requirements of the United States Postal Service or other applicable governmental authority. Individual brick mailboxes shall serve a particular residence constructed on a Lot. Unless otherwise permitted by the United States Postal Service, mailboxes for Lots shall be cluster mailboxes of a standardized design approved in writing by the ACC prior to installation and shall conform to any applicable requirements of the United States Postal Service or other applicable government authority.

In the event that any cluster mailbox installed on the Property requires maintenance, replacement or repairs, such maintenance, replacement and/or repairs shall be performed by the Association and the costs and expenses incurred by the Association in connection therewith shall be charged on a pro rata basis (based on the total number of mailbox units within such cluster mailbox) as a special individual assessment to the Homeowners with mailbox units within the cluster mailbox that has been maintained, repaired, and/or replaced.

New Homeowners purchasing existing homes should receive the mailbox keys from the prior Homeowner. If mailbox keys are not available, the mailbox must be rekeyed by the Association at the Homeowner's expense.

Section 4.16 Building Permits.

The building inspector of Ellis County, or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character, if such improvements do not conform to and comply with the restrictions set out herein.

Section 4.17 Exterior Improvement Maintenance.

All improvements of homes will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such home, in a presentable, well-kept and clean condition, as determined by the Board, in its sole and absolute discretion. Solar energy or rain harvesting devices are allowed in the rear yard of any Lot, or on rear facing roof panes. Such devices shall not be allowed in front yards, and shall be allowed in side yards only with ACC approval.

Section 4.19 Window Treatments

No aluminum foil, newspaper, reflective film or similar treatment may be placed on windows or glass doors of a dwelling. Bed sheets and similar linens may only be used during the first 30 days after the Homeowner acquires title to a Lot.

Section 4.20 Athletic and Recreational Facilities; Flagpoles.

No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless such item is placed within a backyard and the item does not exceed ten feet (10') in height. Notwithstanding the foregoing, basketball goals and any other recreational equipment designated by the ACC may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the dwelling. No such items shall otherwise be located in any street. Freestanding flagpoles, not to exceed 25 feet in height, and flagpoles not exceeding 8 feet affixed to the wall of a dwelling, are allowed, provided any flags thereon shall be displayed in a respectful manner. No more than 2 flagpoles per Lot shall be allowed without ACC approval.

Section 4.21 Lighting; Exterior Holiday Decorations.

Lighting and/or decorations on a Lot may not be used or placed in a manner that, in the Board's sole discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six weeks in advance of that specific holiday and must be removed within 30 days after such holiday. Lights and decorations for

personally observed holidays/celebrations (e.g. birthday/religious) may be displayed for a maximum of 7 days coinciding with such holiday/celebration.

Section 4.22 Lawn Decorations and Sculptures.

An Owner must have ACC approval to place any decorations, sculptures, fountains, flags and similar items on any portion of a Lot (outside of a dwelling) unless (1) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level from the front of the Lot and (2) such item is no taller than the fence.

Section 4.23 Drainage Alteration Prohibited.

Unless approved by the ACC, no Owner will (1) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the dwelling, or (2) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by Declarant or a home builder. The foregoing shall not prevent or limit the Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

Section 4.24 Burglar Bars.

No burglar bars or similar attachments may be made to any dwelling at any time.

Section 4.25 Swimming Pools.

Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool, which, at a minimum, satisfies all applicable municipal requirements for safety. Pools shall be allowed in the back yard of a Lot, or shall be allowed in a side yard of a Lot with ACC approval.

ARTICLE 5
MEMBERSHIP AND VOTING RIGHTS

Section 5.01 Every Owner of a Lot which is subject to Assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessments.

When more than one person holds an interest in any Lot, all such persons shall be members; however the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot.

ARTICLE 6
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01 Creation of the Lien and Personal Obligation of Assessments.

Each Homeowner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments for capital improvements, with such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Homeowner of a Lot at the time the Assessment became due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by such successor.

Section 6.02 Purpose of Assessments

The Assessments shall be used by the Association exclusively to promote the health, safety, and welfare of the Homeowners, as well as for the continuing improvement and maintenance of the Common Areas, including all improvements associated therewith.

Section 6.03 Annual Assessment

The minimum annual assessment for each Lot shall be \$300.

Section 6.04 Special Assessments for Capital Improvements.

In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including all improvements associated therewith, provided that any such assessment shall have the vote or written assent of seventy-five percent (75%) of the members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 6.05 Notice and Quorum for any Action Authorized

Written notice of any meeting called for the purpose of taking any action authorizing the Association to implement annual or special Assessments shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all votes constitutes a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting, except as otherwise provided in the bylaws of the Association, shall be held more than sixty (60) days following the preceding meeting.

Section 6.06 Date of Commencement of Annual Assessments Due Dates

The annual Assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of any Lot to a Homeowner, unless such conveyance is on the first day of a month, in which case the annual Assessment shall commence on the date of conveyance. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of the each annual assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates for payment of

Assessments shall be established by the Board. The Association, upon request and for a reasonable charge, shall promptly furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6.07 Effect of Nonpayment of Assessments; Remedies of the Association

Any Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner obligated to pay the same, or foreclose the hereinafter described lien against the Lot. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, through its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in favor of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners.

Section 6.08 Subordination of the Lien to Mortgages.

The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 6.09 Exempt Property.

All properties dedicated to and accepted by a local public authority shall be exempt from the Assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 6.10 Uniform Rate of Assessment

Both annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual, annual, or other basis as determined by the Association.

In the event the Association fails to perform its specified responsibilities herein set forth or is declared nonexistent for any reason, the Declarant or his assigns shall have the right to levy special Assessments against each Lot Owner or member of the Association on a pro-rata basis for the cost of maintenance or the cost of correcting any condition for which the Association was responsible. The Declarant or his assigns further, under the Association's default herein, assumes to the same rights of the Association to levy Assessments and create liens on the Lots for unpaid Assessments as provided herein.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Enforcement.

The Board may impose sanctions for violation of this Declaration (including any reasonable rules, guidelines or standards adopted pursuant to the Declaration and published to the members) in accordance with the applicable procedures set forth in the bylaws of the Association ("Bylaws"). The Bylaws do not provide for an absolute right under all circumstances to notice and/or hearing either prior to or after the imposition of sanctions. Such sanctions may include all remedies available at law or in equity and all remedies herein, including, without limitation, the following:

- (a) Fines. The Board may impose reasonable monetary fines, which shall constitute a lien on the Lot and upon the Owner of the Lot related to or connected to the alleged violation. The Owner shall be liable for the actions of any occupant, guest or invitee of the Owner of such Lot.
- (b) Suspension of Voting Rights. The Board may suspend an Owner's right to vote.
- (c) Suspension of Rights to use Common Areas. The Board may suspend any person's or entity's right to use any recreational facilities within the Common

Areas; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot.

- (d) Right of Self-Help. The Board may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration.
- (e) Right to Require Removal. The Board may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as existed prior to installation of such structure or improvement, without such action being deemed a trespass.
- (f) Levy Specific Assessment. The Board may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.
- (g) Lawsuit; Injunction or Damages. The Board has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation of this Declaration, or to recover monetary damages, or both.
- (h) Perform Maintenance. In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot or an improvement thereon, the Association may record a notice of violation in the public records of Ellis County and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case, shall be left to the Board's sole and absolute discretion, except the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case (i) the Association's position is not strong enough to justify taking any further action; or (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law, or (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interest, based upon hardship, expense or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association

to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Section 7.2 Severability.

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

Section 7.3 Duration and Amendments

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which they shall automatically be extended for successive periods of five (5) years. This Declaration may be amended by an instrument signed by the Declarant or an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment hereto must be recorded in the Deed Records of Ellis County, Texas. After this Declaration has been in effect for 40 years, this Declaration may be terminated by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and recorded in the Deed Records of Ellis County, Texas.

Section 7.4 Headings.

The headings herein are employed for convenience only and are not controlling over the content of the provisions.

Section 7.5 Laws of Construction.

The provisions of this Declaration shall be governed by the laws of the State of Texas.

Section 7.6 Venue.

Any suit brought to enforce any provisions of this Declaration shall be maintained in the courts of Ellis County, Texas.

Section 7.7 Nonliability.

Declarant, ACC, Association and their respective members, officers, directors, employees and agents, shall not be liable to any Owner or any other person for any loss, damage or injury arising out of performance of their duties under this Declaration, unless due to the willful misconduct or bad faith of such person or entity.

Section 7.8 Rights of Mortgagees.

Each lien holder or mortgagee of a Lot shall have the right to:

- (a) Inspect the books and records of the Association during normal business hours;
- (b) Receive an annual audited financial statement of the Association within ninety (90) days following the end of the Association's fiscal year; and
- (c) Receive written notice of all meetings of the members of the Association and be entitled to designate a representative to attend such meetings.

Section 7.9 Leases.

Any lease agreement between an Owner and a lessee shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the articles of incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default in the lease. All such leases shall be in writing.

Section 7.10 Gender/Number Applications

As appropriate herein, any pronoun used in this Declaration shall also refer to the masculine, feminine or neuter equivalent, and any singular or plural construction shall also include the other.

Section 7.11 Dispute Resolution.

Declarant and the Association believe it is in the best interest of all concerned parties to resolve disputes without the emotional and financial costs of litigation, and

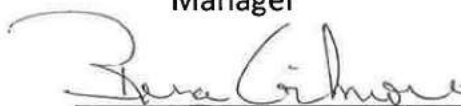
encourages all parties, including Homeowners, to use best efforts to resolve disputes amicably through negotiation or mediation.

IN WITNESS THEREOF, the undersigned, being the Declarant herein, has hereunto set their hand this 28th day of September, 2018.

DECLARANT

AP SARATOGA LLC

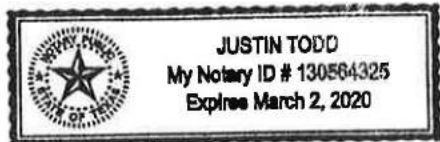
By: Anthony Properties Management, Inc., its
Manager


Name: Resa Gilmore
Title: V.P.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

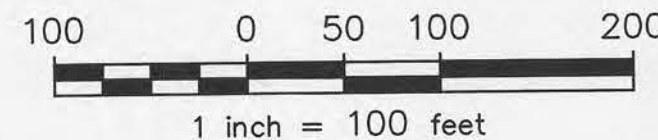
BEFORE ME, the undersigned authority, on this day personally appeared Resa Gilmore, Vice President of Anthony Properties Management, Inc., in its capacity as Manager of Declarant, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation and limited liability company.

GIVEN UNDER MY HAND AND SEAL on this 28th day of September, 2018.



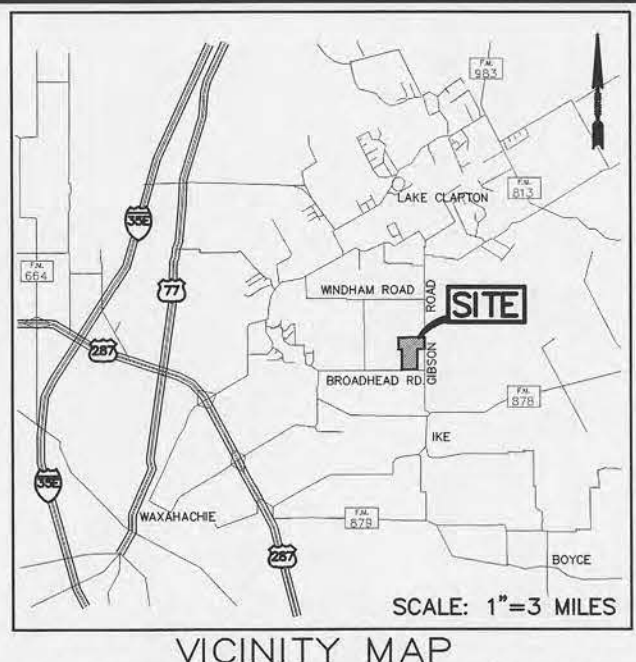
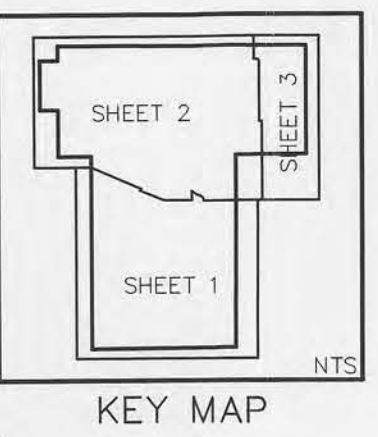

Notary Public in and for the State of Texas

seal



LEGEND

UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
LE	LANDSCAPE EASEMENT
WLE	WATER LINE EASEMENT (SEE NOTE 16)
RSUDE	ROCKETT SPECIAL UTILITY DISTRICT EASEMENT
BL	BUILDING SETBACK LINE
CIRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
CIRF	CAPPED IRON ROD FOUND
IRF	IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
R.P.	RADIUS POINT
PRECT	PLAT RECORDS OF ELLIS COUNTY TEXAS
DRECT	DEED RECORDS OF ELLIS COUNTY, TEXAS
(A)	DESIGNATES SUBDIVISION BLOCK
(S)	DENOTES STREET NAME CHANGE
(F)	DENOTES FRONTAGE STREET FOR LOT



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418
ORIGINAL FILED

NOTES:

1. WATER SERVICE TO BE PROVIDED BY THE ROCKETT SPECIAL UTILITY DISTRICT.
2. SANITARY SEWER WILL NOT BE AVAILABLE FOR THESE PROPERTIES. ON-SITE SEWAGE FACILITIES APPROVED BY ELLIS COUNTY DEPARTMENT OF DEVELOPMENT (ECDD) IS REQUIRED TO BE INSTALLED ON EACH RESIDENTIAL LOT.
3. UTILITY PROVIDERS:
 (1) ELECTRIC SERVICE: NAVARRO COUNTY ELECTRIC COOPERATIVE, INC. 3800 W. HIGHWAY 22 P.O. BOX 616 CORSIANA, TEXAS 75151-0616 1(800) 771-9095
 (2) GAS SERVICE: ATMOS ENERGY CORPORATION ONE AT&T PLAZA 208 AKARD STREET DALLAS, TEXAS 75202 (972) 569-3084
 (3) TELEPHONE SERVICE: AT&T TEXAS 208 AKARD STREET DALLAS, TEXAS 75202 (800) 283-6407
4. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
5. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED.
6. ELLIS COUNTY AND/OR THE CITY OF WAXAHACHIE WILL NOT BE RESPONSIBLE FOR THE CONTROL OF EROSION.
7. ELLIS COUNTY AND/OR THE CITY OF WAXAHACHIE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
8. NO CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM ELLIS COUNTY AND THE CITY OF WAXAHACHIE SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT, AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.
9. SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", AND ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED), ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AREA FLOOD INSURANCE RATE MAP FOR ELLIS COUNTY, TEXAS AND INCORPORATED AREAS ~ MAP NUMBER 48139C0200F, REVISION DATE JUNE 3, 2013. FLOODPLAIN LINES SHOWN HEREON ARE GRAPHICALLY PLOTTED ACCORDING TO THIS MAP.
10. AFTER COMPLETION AND ACCEPTANCE BY ELLIS COUNTY, ALL STREETS, ROADS, SIGNS, UNDERGROUND UTILITIES, DRAINAGE DITCHES, AND DRAINAGE STRUCTURES, SHALL BE MAINTAINED BY THE DEVELOPER FOR A PERIOD OF TWO YEARS. THE DEVELOPER SHALL THEN REQUEST COUNTY MAINTENANCE OF THE FACILITIES. THE COUNTY SHALL GIVE WRITTEN NOTICE OF MAINTENANCE DEFICIENCIES DURING THE TWO-YEAR MAINTENANCE PERIOD. THE DEVELOPER SHALL HAVE 14 WORKDAYS AFTER NOTIFICATION TO COMPLETE APPROPRIATE ACTION, EXCEPT FOR MISSING TRAFFIC SIGNS WHICH MUST BE REPLACED WITHIN 24 HOURS. IF THE ITEMS HAVE NOT BEEN CORRECTED WITHIN THE ALLOTTED TIME, THE COUNTY MAY ELECT TO ACCOMPLISH THE WORK AND DRAW ITS COST AGAINST THE DEVELOPER'S MAINTENANCE BOND.
11. NO DRIVEWAY OR ACCESS SHALL BE CONSTRUCTED THAT CONNECTS TO EITHER GIBSON ROAD OR BROADHEAD ROAD ON ANY LOT.
12. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. MAINTENANCE OF "X" LOTS SHALL NOT BE THE RESPONSIBILITY OF ELLIS COUNTY OR THE CITY OF WAXAHACHIE.
13. ELLIS COUNTY AND/OR THE CITY OF WAXAHACHIE WILL NOT PROVIDE MAINTENANCE OF SIDEWALKS.
14. ALL UTILITY EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF ELLIS COUNTY AND/OR THE CITY OF WAXAHACHIE UNLESS OTHERWISE NOTED.
15. ALL 10' WATER LINE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE ROCKETT SPECIAL UTILITY DISTRICT.
16. CONSTRUCTION NOT COMPLETE WITHIN TWO YEARS OF THE COMMISSIONER'S COURT APPROVAL SHALL BE SUBJECT TO CURRENT COUNTY AND/OR CITY SUBDIVISION RULES AND REGULATIONS.
17. SUBJECT PROPERTY IS LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF WAXAHACHIE.
18. PERIMETER BOUNDARY CORNERS ARE 5/8-INCH IRON ROD WITH CAPS MARKED "PETITT-RPLS 4087" FOUND OR SET, UNLESS NOTED OTHERWISE. WHEN A RETAINING WALL OR SCREENING FENCE HAS BEEN PLACED AT THE REAR LOT CORNER, A 5/8-INCH IRON ROD MAY BE SET FIVE FEET (5') FROM THE REAR LOT CORNER ALONG THE SIDE LOT LINE.
19. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE MONUMENTED SOUTH LINE OF THAT CERTAIN 44.10 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 2016-03989, OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS (CALLED SOUTH 89°31'03" WEST). THE COORDINATES SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE No. 4202 - NAD83.

CHARLES BRADY BUEGELER & NATALIN BUEGELER
 VOL. 2639, PG.1229 DRECT

A&M REAL ESTATE DEVELOPMENT, LTD.
 VOL. 2059 PG. 1563 DRECT

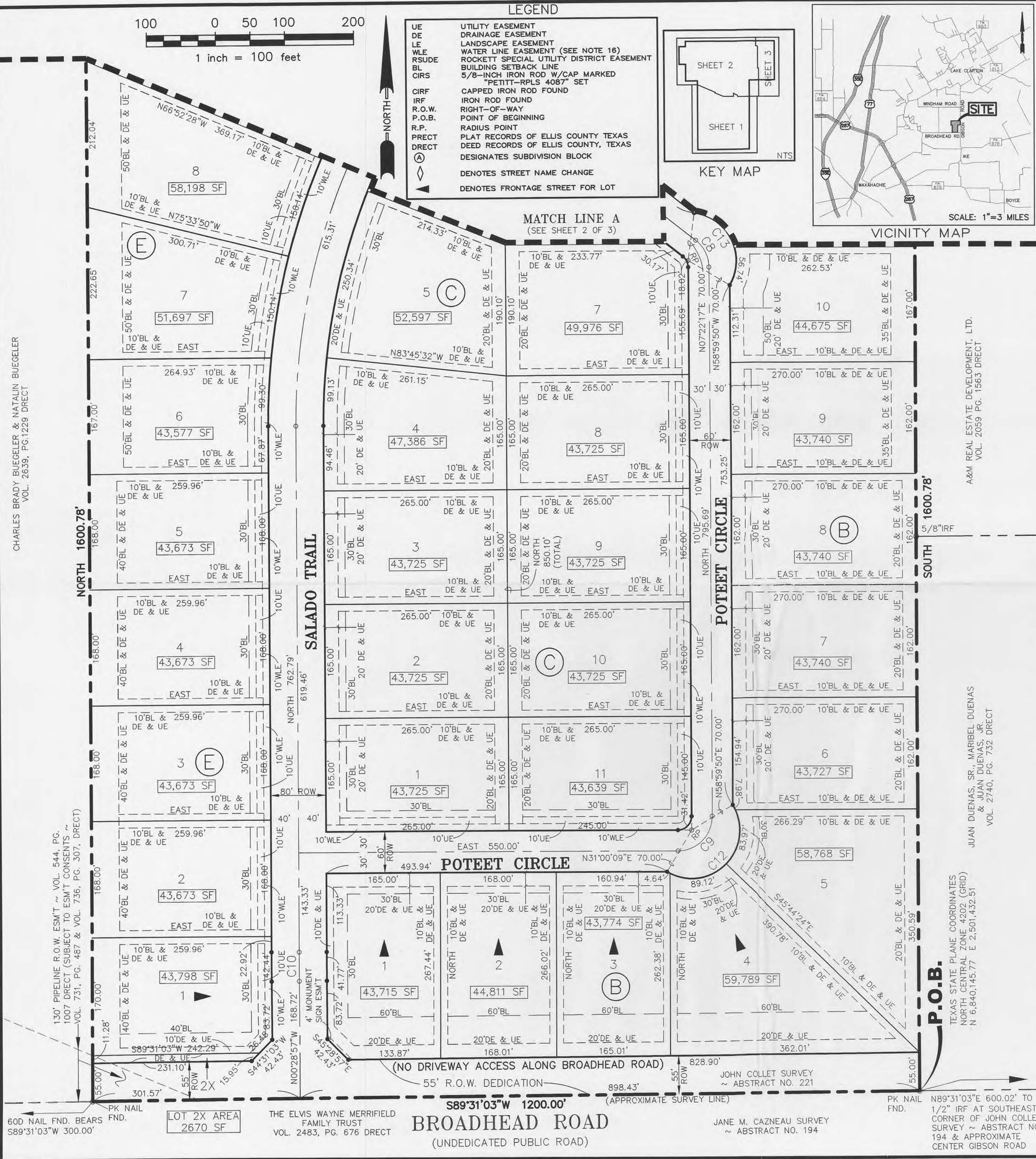
JUAN DUENAS, SR., MARIBEL DUENAS & JUAN DUENAS, JR.
 VOL. 2740, PG. 732 DRECT

130' PIPELINE R.O.W. ESMT ~ VOL. 544, PG. 1007 DRECT (SUBJECT TO ESMT CONSENTS ~ VOL. 731, PG. 487 & VOL. 736, PG. 307, DRECT)

60D NAIL FND. BEARS 589°31'03"W 300.00'

PK NAIL FND.

THE ELVIS WAYNE MERRIFIELD FAMILY TRUST VOL. 2483, PG. 676 DRECT



**FINAL PLAT
 SPRINGSIDE ESTATES PHASE 1**

88.651 ACRES
 15.833 ACRES OF RIGHT-OF-WAY DEDICATION
 58 RESIDENTIAL LOTS
 2 NON-RESIDENTIAL LOTS
 SITUATED IN THE
 JOHN COLLET SURVEY ~ ABSTRACT NO. 221
 ROCKETT SPECIAL UTILITY DISTRICT
 CITY OF WAXAHACHIE ETJ
 ELLIS COUNTY, TEXAS



RPLS OF RECORD:
 JIMMIE D. NICHOLS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5184

OWNERS:
 AP SARATOGA LLC
 AP WAXAHACHIE LIMITED PARTNERSHIP
 CONTACT:
 ROSS ANTHONY
 ANTHONY PROPERTIES MANAGEMENT, INC.
 12770 COIT RD. STE 970 DALLAS,
 TEXAS 75251
 PHONE (214) 432-9501

DISTRICT:
 ROCKETT SPECIAL UTILITY DISTRICT
 CONTACT:
 DON WERNER
 P.O. BOX 40
 RED OAK, TEXAS 75154-0040
 PHONE (972) 617-0031

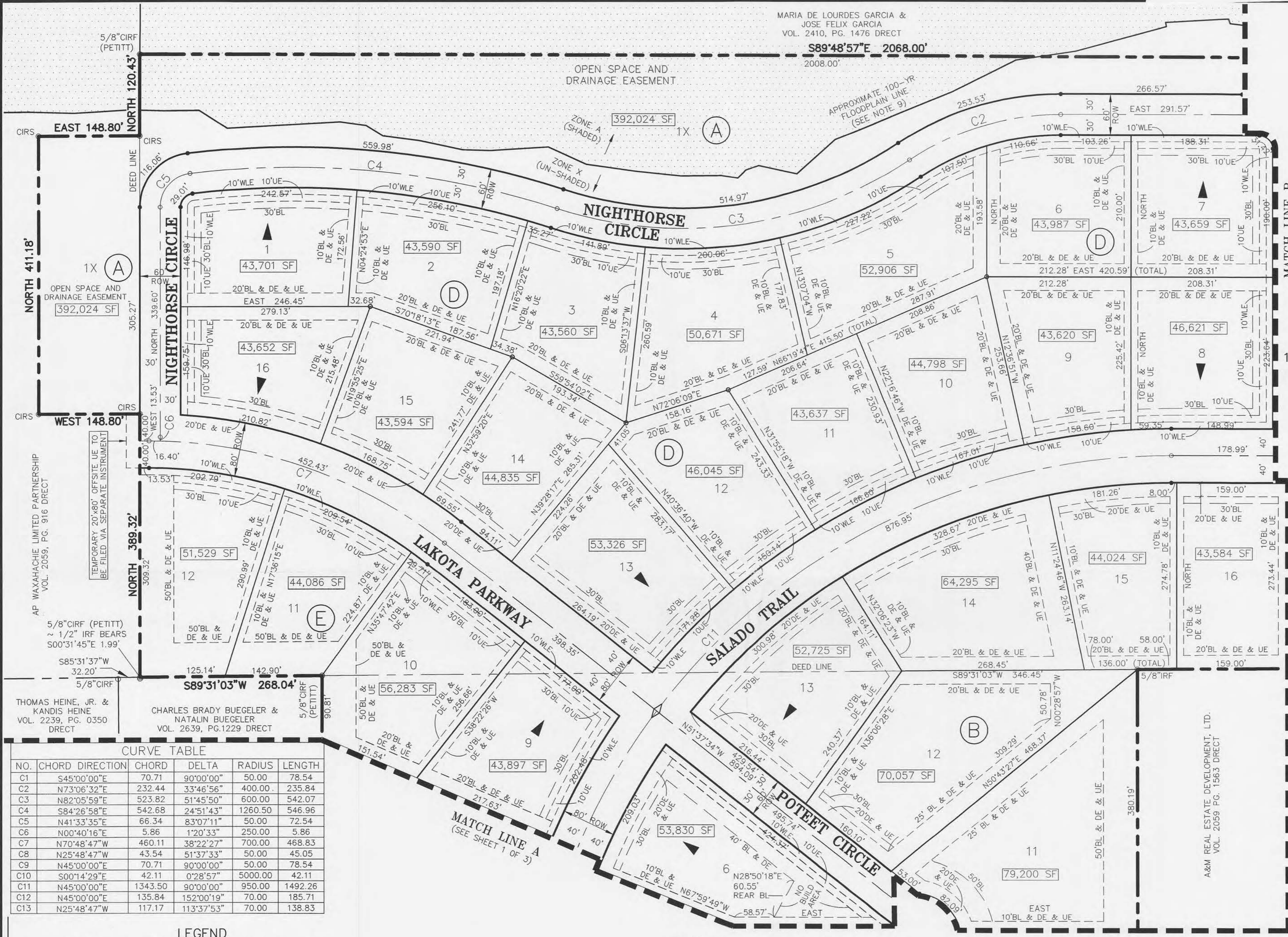
1651 N. Glenville Dr. Ste. 212
 Richardson, Texas 75081
 Tel. No. (214) 221-9955
 Fax No. (214) 340-3550

DATE: AUGUST 2018
 JNICHOLS@PETITTBARRAZA.COM
 SCALE: 1"=100'
 JOB NO. 04009-00

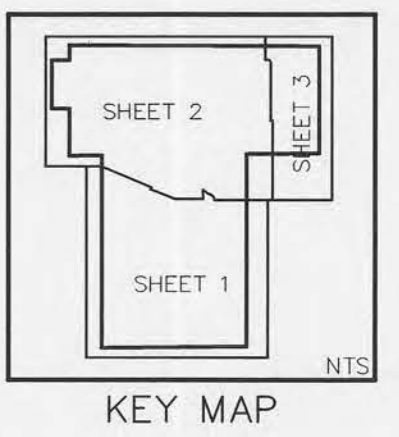
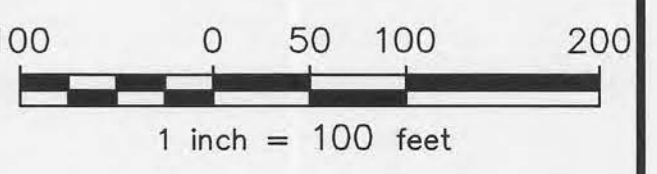
J417

MARIA DE LOURDES GARCIA &
JOSE FELIX GARCIA
VOL. 2410, PG. 1476 DRECT

S89°48'57"E 2068.00'
2008.00'



MATCH LINE B
(SEE SHEET 3 OF 3)



KEY MAP

MATCH LINE B
(SEE SHEET 3 OF 3)

CURVE TABLE

NO.	CHORD DIRECTION	CHORD	DELTA	RADIUS	LENGTH
C1	S45°00'00"E	70.71	90°00'00"	50.00	78.54
C2	N73°06'32"E	232.44	33°46'56"	400.00	235.84
C3	N82°05'59"E	523.82	51°45'50"	600.00	542.07
C4	S84°26'58"E	542.68	24°51'43"	1260.50	546.96
C5	N41°33'35"E	66.34	83°07'11"	50.00	72.54
C6	N00°40'16"E	5.86	1°20'33"	250.00	5.86
C7	N70°48'47"W	460.11	38°22'27"	700.00	468.83
C8	N25°48'47"W	43.54	51°37'33"	50.00	45.05
C9	N45°00'00"E	70.71	90°00'00"	50.00	78.54
C10	S00°14'29"E	42.11	0°28'57"	5000.00	42.11
C11	N45°00'00"E	1343.50	90°00'00"	950.00	1492.26
C12	N45°00'00"E	135.84	152°00'19"	70.00	185.71
C13	N25°48'47"W	117.17	113°37'53"	70.00	138.83

LEGEND

- UE UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- LE LANDSCAPE EASEMENT
- WLE WATER LINE EASEMENT (SEE NOTE 16)
- RSEU ROCKETT SPECIAL UTILITY DISTRICT EASEMENT
- BL BUILDING SETBACK LINE
- CIRS 5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
- CIRF CAPPED IRON ROD FOUND
- IRF IRON ROD FOUND
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- R.P. RADIUS POINT
- PRECT PLAT RECORDS OF ELLIS COUNTY TEXAS
- DRECT DEED RECORDS OF ELLIS COUNTY, TEXAS
- (A) DESIGNATES SUBDIVISION BLOCK
- (B) DENOTES STREET NAME CHANGE
- (C) DENOTES FRONTAGE STREET FOR LOT

BENCHMARKS:

- N 6,840,152.17'
E 2,501,193.19'
Z 535.62'
5/8 INCH CAPPED IRON ROD LOCATED ON THE NORTH SIDE OF BROADHEAD ROAD, APPROXIMATELY 990 FEET WEST OF THE INTERSECTION OF BROADHEAD ROAD AND GIBSON ROAD.
- N 6,840,086.54'
E 2,496,701.69'
Z 546.14'
5/8 INCH CAPPED IRON ROD LOCATED ON THE NORTH SIDE OF BROADHEAD ROAD, APPROXIMATELY 5331 FEET WEST OF THE INTERSECTION OF BROADHEAD ROAD AND GIBSON ROAD.

RPLS OF RECORD:
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNERS:
AP SARATOGA LLC
AP WAXAHACHIE LIMITED PARTNERSHIP
CONTACT:
ROSS ANTHONY
ANTHONY PROPERTIES MANAGEMENT, INC.
12770 COIT RD. STE. 970 DALLAS, TEXAS 75251
PHONE (214) 432-9501

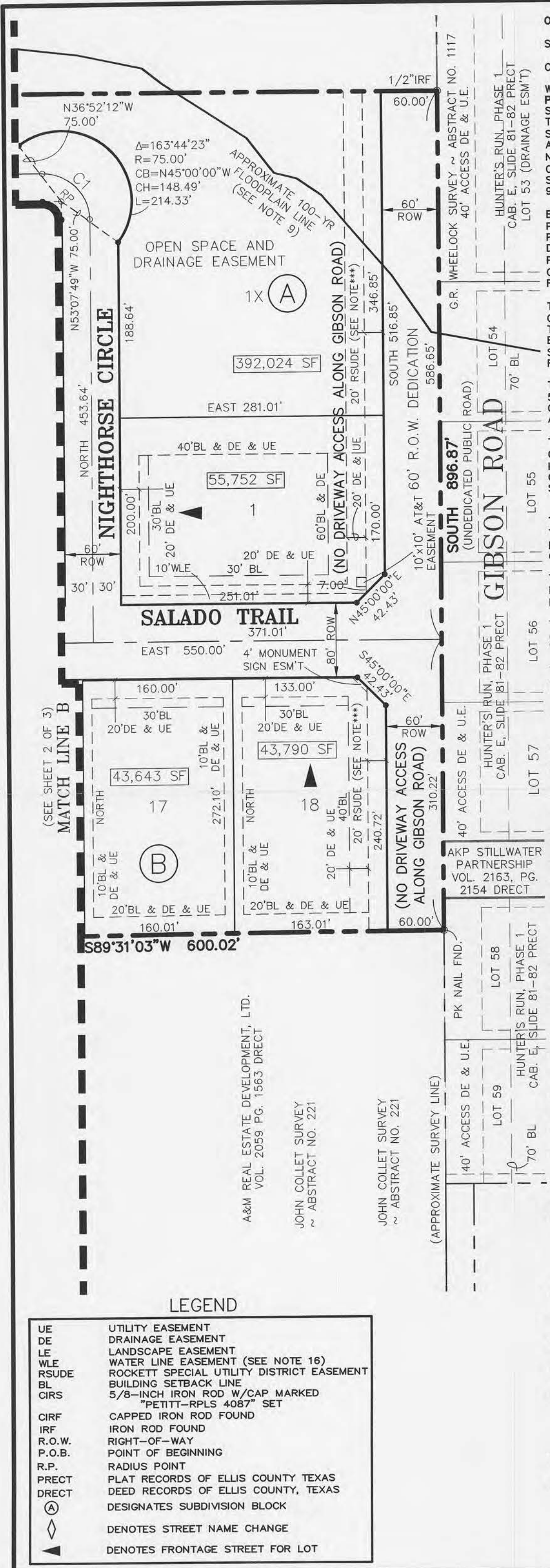
DISTRICT:
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PETITT BARRAZA & ASSOCIATES
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 N. Glenville Dr., Ste. 212
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: AUGUST 2018
SCALE: 1"=100'
JNICHOLS@PETITTBARRAZA.COM
JOB NO. 04009-00



OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF ELLIS §

WHEREAS, AP SARATOGA LLC F.K.A AP LAND DEVELOPMENT LLC, AND AP WAXAHACHIE LIMITED PARTNERSHIP, ARE THE OWNERS OF THAT CERTAIN TRACT OF LAND SITUATED IN THE JOHN COLLET SURVEY, ABSTRACT NO. 221, ELLIS COUNTY, TEXAS, SAID TRACT BEING ALL OF A CALLED 44.10 ACRE TRACT, AND ALL OF A CALLED 43.150 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEED TO AKP STILLWATER PARTNERSHIP (NOW KNOWN AS AP SARATOGA LLC ACCORDING TO CERTIFICATE OF AMENDMENT FILED IN THE OFFICE OF THE SECRETARY OF STATE OF TEXAS DATED JUNE 4, 2018 - FILE NO. 802358665), RECORDED IN DOCUMENT NUMBER 2016-3989, OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS (DRECT), AND PART OF A CALLED 246.013 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED TO AP WAXAHACHIE LIMITED PARTNERSHIP, RECORDED IN VOLUME 2059, PAGE 916, DRECT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A "PK" NAIL FOUND IN THE APPROXIMATE CENTER OF BROADHEAD ROAD (UNDEDICATED PUBLIC ROAD), SAID NAIL BEING THE SOUTHEAST CORNER OF SAID 44.10 ACRE AKP STILLWATER PARTNERSHIP TRACT, AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO JUAN DUENAS SR., MARIBEL DUENAS, AND JUAN DUENAS JR., RECORDED IN VOLUME 2740, PAGE 732, DRECT, FROM WHICH A 1/2 INCH IRON ROD FOUND AT THE APPROXIMATE CENTER OF GIBSON ROAD (PARTIALLY DEDICATED R.O.W.) BEARS NORTH 89°31'03" EAST, A DISTANCE OF 600.02 FEET;

THENCE SOUTH 89°31'03" WEST, ALONG SAID APPROXIMATE CENTER OF BROADHEAD ROAD, A DISTANCE OF 1200.00 FEET TO A "PK" NAIL FOUND FOR CORNER, SAID NAIL BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CHARLES BRADY BUEGELER AND NATALIN BUEGELER, RECORDED IN VOLUME 2639, PAGE 1229, DRECT, FROM WHICH A 60D NAIL FOUND FOR THE SOUTHWEST CORNER OF SAID BUEGELER TRACT BEARS SOUTH 89°31'03" WEST, A DISTANCE OF 300.00 FEET;

THENCE NORTH, WITH THE EAST LINE OF SAID BUEGELER TRACT, A DISTANCE OF 1600.78 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID BUEGELER TRACT, ALSO BEING LOCATED ON THE SOUTH LINE OF SAID 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT;

THENCE SOUTH 89°31'03" WEST, WITH THE NORTH LINE OF SAID BUEGELER TRACT AND SAID SOUTH LINE OF THE 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT, A DISTANCE OF 268.04 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE SOUTHWEST CORNER OF SAID 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT, AND A SOUTHEAST CORNER OF SAID AP WAXAHACHIE LIMITED PARTNERSHIP TRACT RECORDED IN VOLUME 2059, PAGE 916, DRECT;

THENCE NORTH, WITH THE WEST LINE OF SAID 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT, AND THE EAST LINE OF SAID AP WAXAHACHIE LIMITED PARTNERSHIP TRACT (VOLUME 2059, PAGE 916), A DISTANCE OF 389.32 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE WEST, LEAVING SAID COMMON LINE, AND OVER AND ACROSS SAID AP WAXAHACHIE LIMITED PARTNERSHIP TRACT (VOLUME 2059, PAGE 916), A DISTANCE OF 148.80 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE NORTH, CONTINUING OVER AND ACROSS SAID AP WAXAHACHIE LIMITED PARTNERSHIP TRACT (VOLUME 2059, PAGE 916), A DISTANCE OF 411.18 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE EAST, CONTINUING OVER AND ACROSS SAID AP WAXAHACHIE LIMITED PARTNERSHIP TRACT (VOLUME 2059, PAGE 916), A DISTANCE OF 148.80 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER LOCATED ON SAID WEST LINE OF THE 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT, AND THE EAST LINE OF SAID AP WAXAHACHIE LIMITED PARTNERSHIP TRACT;

THENCE NORTH, WITH SAID WEST LINE OF THE 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT, AND THE EAST LINE OF SAID AP WAXAHACHIE LIMITED PARTNERSHIP TRACT, A DISTANCE OF 120.43 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT AND SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MARIA DE LOURDES GARCIA AND JOSE FELIX GARCIA, RECORDED IN VOLUME 2410, PAGE 1476, DRECT;

THENCE SOUTH 89°48'57" EAST, WITH THE NORTH LINE OF SAID 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT AND THE SOUTH LINE OF SAID GARCIA TRACT, A DISTANCE OF 2068.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT AND THE SOUTHEAST CORNER OF SAID GARCIA TRACT, SAID IRON ROD ALSO BEING LOCATED IN SAID APPROXIMATE CENTER OF GIBSON ROAD (UNDEDICATED PUBLIC ROAD);

THENCE SOUTH, ALONG SAID APPROXIMATE CENTER OF GIBSON ROAD, A DISTANCE OF 896.87 FEET TO A "PK" NAIL FOUND FOR CORNER, SAID NAIL BEING THE SOUTHEAST CORNER OF SAID 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT;

THENCE SOUTH 89°31'03" WEST, WITH THE SOUTH LINE OF SAID 43.150 ACRE AKP STILLWATER PARTNERSHIP TRACT, A DISTANCE OF 600.02 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID IRON ROD ALSO BEING THE NORTHEAST CORNER OF SAID 44.10 ACRE AKP STILLWATER PARTNERSHIP TRACT;

THENCE SOUTH, WITH THE EAST LINE OF SAID 44.10 ACRE AKP STILLWATER PARTNERSHIP TRACT, A DISTANCE OF 1600.78 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT AND CONTAINING 88.651 ACRES OF LAND.

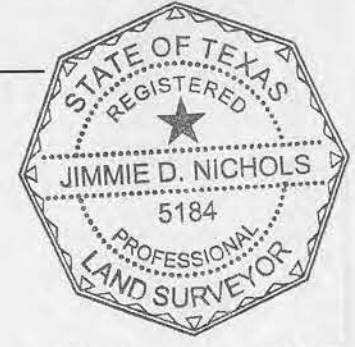
SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN HEREON AS SET, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF WAXAHACHIE AND ELLIS COUNTY, TEXAS.

DATED THIS 9th DAY OF AUGUST, 2018.

JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184



STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JIMMIE D. NICHOLS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 9 DAY OF AUGUST, 2018.

Jessica Lee
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES: 12.05.2019

*** 20' ROCKETT SPECIAL UTILITY EASEMENT AS SHOWN PLOTTED HEREON IS SUBJECT TO ROCKETT WATER SUPPLY CORPORATION EASEMENT RECORDED IN VOL. 715, PG. 676, DRECT & ROCKETT SPECIAL UTILITY DISTRICT EASEMENT RECORDED IN VOL. 1743, PG. 1821, DRECT (AS CORRECTED BY ROCKETT SPECIAL UTILITY DISTRICT EASEMENT RECORDED IN VOL. 1743, PG. 1821, DRECT).

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, AP SARATOGA LLC F.K.A AP LAND DEVELOPMENT LLC, AND AP WAXAHACHIE LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH THEIR DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS SPRINGSIDE ESTATES PHASE 1, AN ADDITION TO ELLIS COUNTY, TEXAS, AND DO HEREBY DEDICATE TO ELLIS COUNTY (THE COUNTY), AND THE CITY OF WAXAHACHIE (THE CITY) IN FEE SIMPLE, THE STREETS AND PUBLIC USE AREAS SHOWN HEREON, AND DO HEREBY DEDICATE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED TO THE EXCLUSIVE USE FOREVER OF THE COUNTY AND CITY, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREIN. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS ON SAID PLAT. AT THE DISCRETION OF THE COUNTY/CITY AND SUBJECT TO ITS WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE COUNTY/CITY USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE COUNTY/CITY TO USE SAID EASEMENTS SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS. ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE. I DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, EASEMENTS AND RIGHTS UNTO THE COUNTY/CITY AGAINST EVERY PERSON WHOMSOEVER COMES LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PROPERTY IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WAXAHACHIE. THIS PLAT APPROVAL IS SUBJECT TO ALL PLATTING ORDINANCES, RULES AND REGULATIONS OF ELLIS COUNTY, TEXAS AND THE CITY OF WAXAHACHIE, TEXAS.

WITNESS MY HAND THIS 10th DAY OF August, 2018.

AP SARATOGA LLC
BY: ANTHONY PROPERTIES MANAGEMENT, INC.,
ITS MANAGER
Resa Gilmore
RESA GILMORE, VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED RESA GILMORE, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 10 DAY OF August, 2018.

Jessica Lee
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES: 12-05-2019

WITNESS MY HAND THIS 10th DAY OF August, 2018.

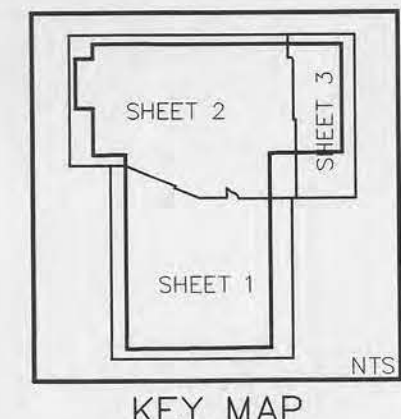
AP WAXAHACHIE LIMITED PARTNERSHIP
BY: ANTHONY PROPERTIES MANAGEMENT, INC.,
ITS GENERAL PARTNER
Resa Gilmore
RESA GILMORE, VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED RESA GILMORE, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 10 DAY OF August, 2018.

Jessica Lee
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MY COMMISSION EXPIRES: 12-05-2019

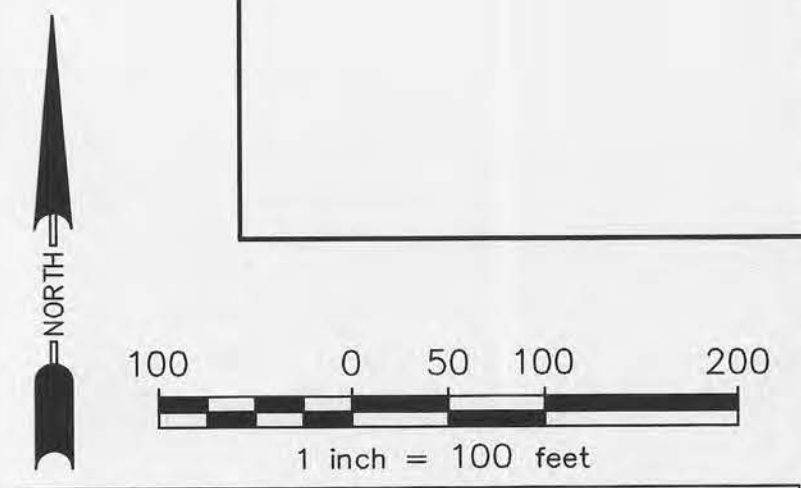


Jessica Lee
Notary Public, State of Texas
Comm: Expires 12-05-2019
Notary ID 124763924

RPLS OF RECORD:
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184

OWNERS:
AP SARATOGA LLC
AP WAXAHACHIE LIMITED PARTNERSHIP
CONTACT:
ROSS ANTHONY
ANTHONY PROPERTIES MANAGEMENT, INC.
12770 COIT RD. STE 970 DALLAS, TEXAS 75251
PHONE (214) 432-9501

DISTRICT:
ROCKETT SPECIAL UTILITY DISTRICT
CONTACT:
DON WERNER
P.O. BOX 40
RED OAK, TEXAS 75154-0040
PHONE (972) 617-0031



CITY APPROVAL OF FINAL PLAT

FINAL PLAT OF SPRINGSIDE ESTATES PHASE 1:

APPROVED BY: PLANNING AND ZONING COMMISSION:
Resa Gilmore DATE: 6-20-18
CHAIRPERSON

APPROVED BY: CITY COUNCIL:
M. Kevin Smith DATE: 7-2-18
MAYOR

Amber Villarreal DATE: 8-15-18
ATTEST

COUNTY APPROVAL OF FINAL PLAT

THIS PLAT HAS BEEN APPROVED BY THE DEPARTMENT OF DEVELOPMENT, FOR THE ON-SITE SEWAGE FACILITIES PENDING ANY AND ALL INFORMATION AS MAY BE REQUIRED BY THE DEPARTMENT OF DEVELOPMENT.

Amber Villarreal DATE: 9/11/18
DEPARTMENT OF DEVELOPMENT

STATE OF TEXAS §
COUNTY OF ELLIS §

CERTIFICATE OF APPROVAL BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS.

APPROVED THIS DATE, THE 11th DAY OF September, 2018.

Carol Bush
CAROL BUSH, COUNTY JUDGE

Randy Stinson COMMISSIONER PRECINCT NO. 1
Lane Grayson COMMISSIONER PRECINCT NO. 2
Paul Perry COMMISSIONER PRECINCT NO. 3
Kyle Butler COMMISSIONER PRECINCT NO. 4

ATTEST:
Cindy Polley
CINDY POLLEY, COUNTY CLERK

FINAL PLAT
SPRINGSIDE ESTATES PHASE 1

88.651 ACRES
15.833 ACRES OF RIGHT-OF-WAY DEDICATION
58 RESIDENTIAL LOTS
2 NON-RESIDENTIAL LOTS
SITUATED IN THE
JOHN COLLET SURVEY ~ ABSTRACT NO. 221
ROCKETT SPECIAL UTILITY DISTRICT
CITY OF WAXAHACHIE ETJ
ELLIS COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 N. Glenville Dr. Ste. 212
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550

DATE: AUGUST 2018
SCALE: 1"=100'

JNICHOLS@PETITTBARRAZA.COM
JOB NO. 04009-00