

BRIAR CREEK RANCH

DECLARATION OF RESTRICTIONS

STATE OF TEXAS §
COUNTY OF NAVARRO §

THIS DECLARATION is made as of the _____ day of _____, _____ by JACKSON LEISURE PROPERTIES, L.P., hereinafter called DECLARANT.

WITNESSETH:

WHEREAS, DECLARANT is the owner of all that certain real property located in Navarro County, Texas described as follows:

SITUATED in the County of Navarro, State of Texas, being a part of the

SEE "EXHIBIT A"

hereinafter called the PROPERTY; and

WHEREAS, DECLARANT desires to create a quality development with restrictions, covenants, impositions and easements, as hereinafter set forth for the preservation of the property;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each Owner thereof.

RESTRICTIONS:

1. All property described above shall be described, known, and used exclusively as single family residential property and shall not be used for commercial, industrial or professional use. No building shall be erected or maintained on the property other than a private residence, or a private garage, barn or workshop for the sole use of the owner or occupant.
2. In order to maintain the standards of the Property, Purchaser agrees not to breed, raise or keep on the Property any livestock for commercial feedlot purposes. Purchaser shall keep Property clean, mowed and free of any weeds, tall grass and debris. Purchaser agrees not to allow the Property to be used as a junk or wrecking yard, or a dump ground. Purchaser agrees to keep all inoperable and/or unlicensed vehicles in a building designed for that purpose. In no case will anything be stored that is a nuisance to the neighbors, detracts from the appearance of the neighborhood, or creates an odor or causes a health or safety hazard. No dirt, sand, gravel or rock pits shall be dug and there will be no other mining of an type allowed on subject Property. No more than one residence may be constructed on the property. Further, the Property shall not be subdivided or replatted in less than two and one-half acre tracts.
3. Sewage disposal may be effected by means of septic tanks; the type of tank, its constructions, location on the Property shall be approved by the regulatory governmental body having jurisdiction over such matters in Navarro County, Texas. No outside toilets shall be permitted. All septic tanks must be installed in accordance with Texas State Health Department standards and shall meet any requirements of Tarrant County Water Control and Improvement, District No. 1, if applicable.
4. Subject to the other provisions herein. All construction must be of new material, except stone, brick, or other materials used for antique decorative effect. No sheet metal or tar paper type (roll) roofing or siding materials will be used on any structure. The roof must be wood shingle or high quality composition shingle. All buildings shall be completely underpinned and under-skirted, with no piers or pilings exposed to view. It is also agreed that all building exteriors or improvements must be completed as to finish and appearance within six (6) months from the date construction commences and any structure other than dwelling placed on the property shall be of new constructions and all wood exterior material shall have not less than two coats of paint; unless home is an original log home structure. No garage, outbuilding, barn, tent, shacks, travel trailer and/or camper or other temporary structure may be placed on the Property to be used as a permanent or temporary dwelling.
5. New manufactured multi-section homes and/or modular homes will be allowed. Said homes must be HUD approved. They must have composition shingle roofs and hardboard or vinyl siding. Said homes shall contain no less than 1,200 square feet livable space. Wheels on said home shall be removed and a solid support installed to permanently affix dwelling. It shall be the responsibility of the Purchaser to anchor/strap his home as protection against high winds in accordance with the manufacturer's recommendations and state requirements. All dwellings will be required to be uniformly underpinned between the base of the home and the grounds level with an access on the back side. Said underpinning shall match the color scheme of the home.

6. The Seller shall retain an easement fifteen (15) feet in width along the perimeter of said property to be used for purposes of utilities. Exact location to be determined by the utility companies. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said property not within the easement area as long as such lines do not hinder the construction of buildings on any property hereunder.
7. No building shall be located nearer to the side street line than 40 feet, or nearer to the side of Property line than 40 feet, or nearer to the rear Property line than 20 feet. No building shall be located nearer to the front Property line than 40 feet.
8. Dogs, cats and other domestic household pets may be kept and maintained by any Property Owner as long as they are properly leashed or corralled. No swine shall be allowed, with the following exception: Youth activities such as FFA or 4-H that require youths to have show animals will be allowed, so long as such show animals are properly corralled. No commercial livestock feedlot will be allowed. Poultry, if not for commercial use, and if properly fenced and maintained, will be allowed. No pit bull dogs, fighting game or fighting roosters will be allowed. Livestock shall not exceed one adult head per acre of Property owned. No animals shall be maintained in any manner which interferes with use and enjoyment of the other Property owners in this subdivision.
9. No billboard or advertising shall be placed or maintained on the Property, provided, however, that the Declarant may be allowed to place or maintain customary "for sale" signs for it or its accredited agents. Subsequent owners may also advertise their property for sale with small, neatly installed, customary real estate signs.
10. No noxious or offensive trade or activity shall be carried on the property, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. All household refuse, rubbish, trash, garbage or waste shall be kept, disposed or removed in a sanitary manner. Non-household refuse, rubbish, trash, garbage or junk, other than dead leaves and fallen limbs, shall not be permitted to remain exposed on the Property. Automobiles, recreational vehicles, trailers, boats or other similar vehicles, may be maintained, stored, or kept on the Property only if they (1) are exclusively for the private use of the owner of the property; and (2) are currently licensed and in working order.
11. All driveways and parking areas shall be gravel or hard surface. Culverts shall be approved by the County Commissioner and be installed in accordance with the policies of Navarro County, Texas.
12. The Navarro County Planning and Zoning Commission or any other applicable Governmental bodies may have ordinances, land use requirements, or zoning requirements which apply to this land.
13. Rural mail boxes shall comply with U.S. Postal specifications.
14. In case any one or more of the provisions contained in these restrictions shall for any reason be held to be invalid, illegal, or unenforceable that shall not affect any other provision hereof, and these restrictions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
15. The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.
16. These restrictions are enforceable by any landowner of the property and shall not necessarily be the sole responsibility of the Seller herein. The Seller shall not have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

ACKNOWLEDGED AND AGREED TO the ____ day of _____, 1996.

JACKSON LEISURE PROPERTIES, L.P.

By: JACKSON LEISURE PROPERTIES, INC.
General Partner, John G. Jackson, Vice-President

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 19 ____.

by General Partner John G. Jackson, Vice-President, Jackson Leisure Properties, L.P.

Notary Public, State of Texas
Notary's Name (printed):
Notary's Commission Expires: