

**GABRIEL CROSSING SUBDIVISION**  
**PROPERTY RESTRICTIONS**

WHEREAS, PEGGYJAN, LLP INTEND TO SEE THE DEVELOPMENT OF THIS PROPERTY SERVE THE MAXIMUM BENEFIT AND PLEASURE OF THE OWNERS OF TRACTS AND HOMES IN THE AREA TO WHICH REFERRED, AND INTEND TO MAINTAIN THE PROPERTY VALUES THEREOF, AND DO THEREBY SET FORTH THESE PROTECTIVE AND RESTRICTIVE COVENANTS REGARDING THE USE OF SAID LAND.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That Peggjan, LLP hereby make and file the following declarations, reservations, protective covenants, limitations, conditions, and restrictions regarding the use of the tracts located in GABRIEL CROSSING SUBDIVISION as shown by the plat of record in Plat Cabinet \_\_\_\_\_ of Milam County Subdivision Records, the structures to be placed thereupon, and the development of the area in its entirety, as follows.

Property Use: All lots shall be used for single-family residential purposes only and no part of any shall ever be used for a business or commercial purpose or for carrying on a trade or profession.

Re-subdivision: In no event shall any lot ever be re-subdivided. Only one (1) single-family dwelling shall be erected or place on one (1) lot. A lot may be cut into two parts where it is to be added or used in conjunction with an and adjoining lot or lots.

Mobile Homes: No mobile homes will be permitted on any lot at any time for any purpose.

Permanent Homes: All permanent homes and other structures or buildings must be of all new construction. All one-story homes shall contain a minimum of 1400 square feet of living area, exclusive of garages, carports and porches. Two-story homes shall contain a minimum of 2000 square feet of living area exclusive of garages, carports and porches. A minimum of fifty (50%) percent of the outside construction of any home shall be of brick, stone or masonry. Window and door openings shall be excluded from the total area of exterior walls in computing the percentage of this requirement. Variations from this requirement may be granted in individual cases where improvements are equal to or greater in value of attractiveness are planned but any such variation must have the prior written approval of Peggjan, LLP, their successors or assigns.

Garages: All garages or carports may be constructed with front, side or rear entry.

Separate Structures: Any detached building, garage, carport, shed or structure or addition to first residence must be of all new material and be of equal construction and architectural design as the residence.

Setback Requirements: No buildings or structures of any nature shall be located on any lot closer than fifty (50) feet from the front property line, nor closer than twenty (20) feet to any side or back property line. Variations from this requirement may be granted in individual cases where tract size or topography makes this requirement impractical but any such variation must have the prior written approval of Peggjan, LLP, their successors or assigns.

Time for Completion: Any dwelling or other structure or building commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months form the commencement of construction. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.



Temporary Structures: No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence or dwelling, either temporarily or permanently without permission of Peggyjan, LLP, their successors or assigns.

Septic Tanks and Water Wells: No residence shall be permitted in the subdivision unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Milam County Health and Sanitation Department. All septic tanks shall be constructed on the rear 1/2 of the lot and more than 150 feet from any water well or water well site.

Repair and Upkeep: All residences and other buildings must be kept in a good state of repair, and must be painted or otherwise restored when necessary to preserve the attractiveness thereof.

Drainage Structures and Ditches: Drainage structure under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water with backwater. Natural drainage shall not be disturbed without prior written approval of Peggyjan, LLP, their successors or assigns.

Storage of Trash and Weeds: No tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not readily visible from the street.

Parking: No parking of automobiles or any type of vehicles will be allowed within the 50 foot right-of-way of any street or road in the subdivision at any time.

Unused Cars: Cars or other vehicles may not be stored on any tract in the subdivision nor shall any car or vehicle that is not in running condition and regularly used be allowed to remain on any tract for more than one week. No repairing of motor vehicles shall be permitted on any tract.

Livestock and Pets: Dogs, cats or other household pets not to exceed a total of 4 in number (exclusive of unweaned offspring) may be kept on any tract so long as they are not kept, bred or maintained for any commercial purpose. On tracts one (1) acre or larger, personal pleasure horses, not to exceed a total of two (2) in number, may be kept, as well as small numbers of rabbits or an FFA or club project such as a calf or lamb (but no hogs, pigs, or chickens), provided they are not kept, bred or maintained for commercial purpose. Any pen, corral, hutch, structure or enclosure of any kind must be constructed out of all new material and must be attractive in appearance in keeping with the general standard of improvement in the development. Such improvements must at all times be kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the development. All such improvements must be in the rear of the residence located thereon and not closer than twenty (20) feet to any property line. No such pets or animals may be kept in a way or manner or location that creates a nuisance to other property owners such as annoying noise or flies or odors or unsightly premises.

Fences: All fencing shall enhance the appearance of a residential development. No fence at all will be permitted nearer any street line than the front most part of the house. Variation from these fencing requirements may be granted in individual cases where the tract size or topography or other conditions make these requirements impractical but such variation must have the prior written approval of Peggyjan, LLP, their successors or assigns.

Signs: Except for one sign of not more than two (2) square feet advertising the property for sale, no signs of any kind shall be displayed to the public view from any tract. However, signs used by contractor or other builder to advertise the property, during the course of construction and for a reasonable sales period thereafter, may be displayed on said tract.

Noxious Activity: No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.

Firearms: The use or discharge of any type of firearm is expressly prohibited within the subdivision.

Boats and Trailers: No boats, boat trailers, travel trailers or other similar property shall be allowed to remain in the driveway or front yard or any other location on any lot which is in full view of the street.

Mail Boxes: All mailboxes shall be of a type and design and placed in a location approved by Peggyjan, LLP, their successors or assigns.

Enforcement of Conditions and Restrictions: If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them, Peggyjan, LLP, their successors and assigns, or any person owning interest in any of the tracts in said subdivision, including mortgage interest may enforce these restrictions through a proceeding at law in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent or to correct such violation and to recover damages to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be paid in full by anyone violating these restrictions in the event the party bringing suit prevail.

Life of Covenants and Restrictions: These covenants and restrictions are indefinite and may be amended only if such change is ratified by a two-thirds (2/3) majority of property owners. One lot has one vote.

Invalidation: If any of the foregoing covenants, conditions and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be affected thereby and shall remain in full force and effect.