

Declaration of Restrictions

This Declaration of Restrictions (this "Declaration") is entered into as of the 9 day of January, 2006, between Gary Brown ("Brown") and Richard Brooks Hardee and wife, ~~Laura~~ ^{Lirue} J. Hardee ("Hardee"), collectively referred to herein as "Declarants."

Hardee is the owner of the tract of land described in Exhibit A, attached hereto and made a part hereof, and Brown is the owner of the tract of land described in Exhibit B, attached hereto and made a part hereof, both of which tracts are collectively herein referred to as the "Property." Declarants have agreed to restrict the Property as set forth below. Property

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarants hereby declare that the Property shall henceforth be subject to and burdened by the following restrictions:

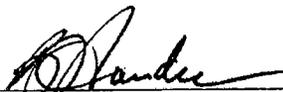
- 1) The following uses are prohibited on the Property:
 - a) junk yard, salvage yard or storage facility for abandoned vehicles or abandoned vehicle parts;
 - b) the dumping and incineration of garbage or refuse of any, except this restriction does not prohibit the temporary storage of trash and garbage while awaiting regular-interval off-site disposal thereof through governmental or commercial trash pick-up, provided, however, the incineration of trees and vegetation taken from the existing property is not prohibited and may occur in accordance with Henderson County regulations;
 - c) the smelting of iron, tin, zinc or other ore;
 - d) sanitary landfill;
 - e) pawn shop, tattoo shop or check-cashing shop;
 - f) sexually-oriented business such as, but not limited to, x-rated movie or video sales, theater or rental facility, nude modeling studio, massage parlor, lounge or club featuring nude or semi-nude entertainers, escort services or a "Hooters type" restaurant;
 - g) slaughterhouse or facility for the rendering of animal substances or for the skinning or tanning of animal hides;
 - h) drive-in movie theater or video arcade;
 - i) feed lot;

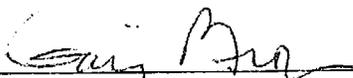
- j) the storage of sewage, industrial sewage or hazardous substances, except the temporary storage, in compliance with all applicable laws, of substances generated from activities on the Property, pending removal from the Property (provided such storage is not a business conducted on the Property but is only incidental to other activities on the Property), provided, however, a sanitary sewage treatment plant constructed as part of a subdivision is not prohibited;
 - k) the refining of minerals or hydrocarbons;
 - l) prisons, jails, half-way houses, other detention or correctional facilities or abortion clinics;
 - m) bar, liquor store or other establishment whose primary business is the selling of alcoholic beverages for consumption on or off the premises;
 - n) cemeteries, mortuaries or funeral homes;
 - o) kennels;
 - p) industrial warehouses, however, facilities for the storage of boats, trailers, recreational vehicles and mini warehouse storage will be permitted, provided such facilities are fenced and screened from view of the road;
 - q) any use that would constitute a nuisance to homeowners on the Benefitted Property.
- 2) No building shall exceed three stories in height on the Property.
- 3) No pre-erected, used or modular houses may be moved onto the Property.
- 4) A building setback of 25 feet (measured along each side of the common boundary line that lies between the tracts of land owned by Declarants in the Property) is hereby imposed on the Property. Accordingly, no building or other improvement shall be built within such 25-foot setback area without the prior written consent of Declarants, except for the following:
- a) Landscaping
 - b) Fencing
 - c) Sidewalks, concrete drives and parking areas
 - d) Underground utilities
 - e) Detached one-story structures not exceeding 200 square feet as an incidental use building for a residence (garden shed, tool shed, greenhouse, etc.) may be built within 10 feet of common property line

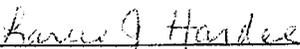
- 5) This Declaration shall remain in effect for a period of 30 years from and after the date of the recording of this Declaration. This Declaration shall be binding upon and enforceable against not only the owner of each portion of the Property but also all lessees, tenants or other occupants of the Property or any portion thereof.
- 6) This Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The owner of each portion of the Property at all times shall comply in every respect with this Declaration and with any and all applicable laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. **IN SOME INSTANCES APPLICABLE GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THIS DECLARATION IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH APPLICABLE GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL. WHERE AN APPLICABLE GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THIS DECLARATION SHALL PREVAIL.** This Declaration shall be construed under and in accordance with the laws of the State of Texas. Invalidation of any one or more of the provisions hereof, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.
- 7) Declarants shall have the right, but not the obligation, to enforce this Declaration. Enforcement may be made by any proceedings at law or in equity against any person or entity violating or attempting to violate any part of this Declaration either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof; and Declarants shall be entitled to relief by way of injunction as well as any other remedy either at law or in equity. The rights, powers and remedies provided herein shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise of any particular right, power or remedy shall not be deemed an election of remedies or to preclude resort to other rights, powers or remedies. No delay or failure to invoke any available right, power or remedy in respect to a breach of this Declaration shall be held to be a waiver of (or estop Declarants from asserting) any right, power or remedy available upon the recurrence or continuance of said breach or the occurrence of a different breach. No other person or entity except Declarants or their successors or assigns has a right to enforce this Declaration or is or should be deemed to be a beneficiary of this Declaration. Declarants may freely assign its rights hereunder in whole or in part; provided, however, for such assignment to be effective, such assignment must be signed by Declarants, filed of record in the Real Property

Records of Henderson County, Texas and include an express and specific reference to this Declaration and the assignment Declarants' rights hereunder. In addition, Declarants may terminate its rights hereunder at any time by filing a notice of termination executed by Declarants and in the Real Property Records of Henderson County, Texas.

- 8) This Declaration may be amended or terminated only by written document, recorded in the Real Property Records of Henderson County, Texas, executed by (1) Brown and Hardee, (2) the parties who at the time involved own fee title to at least seventy-five percent (75%) of the gross square footage of the land area (as opposed to the square footage of any improvements) of the Property, (3) all mortgagees who, at the time involved, hold mortgages or deeds of trust on the real property of the fee owners who have approved such actions, and (4) in the event that an amendment changes the use or further burdens a portion of the Property, the owner of such portion of the Property, without the necessity of the consent or the joinder of any other persons or entities,
- 9) Hardee hereby represents that no lien, mortgage or deed of trust currently burdens the Property except the lien for _____ ad valorem taxes not yet due and payable.


Richard Brooks Hardee


Gary Brown


Larue J. Hardee

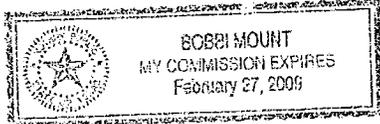
13422 F.M. 2661
Flint, Texas 75762
903-561-8944

2443 Medford Court West
Fort Worth, Texas 76109
817-296-4314

THE STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on the 29 day of August, 2007, by Richard Brooks Hardee and wife, Larue J. Hardee.



My commission expires:

Bobbi Mount
NOTARY PUBLIC IN AND FOR THE

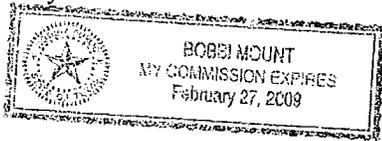
STATE OF TEXAS

PRINTED NAME: _____

THE STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on the 29 day of August, 2007, by Gary Brown.



My commission expires:

Bobbi Mount
NOTARY PUBLIC IN AND FOR THE

STATE OF TEXAS

PRINTED NAME: _____

EXHIBIT A TO DEED RESTRICTIONS

BOUNDARY DESCRIPTION FOR GARY BROWN

MIGUEL CORTINAS SURVEY ABSTRACT NO. 5

HENDERSON COUNTY, TEXAS

All that certain lot, tract or parcel of land, a part of the Miguel Cortinas Survey Abstract No. 5 of Henderson County, Texas, being all of that certain called 215.70 acre tract Save and Except a 49.91 acre tract and a 0.33 acre tract conveyed to Bill H. Yarborough and John H. Yarborough from the Donald V. Yarborough Trust on the 30th day of December, 2002 and recorded in Volume 2255, Page 101 of the Real Property Records of Henderson County, Texas, and being more completely described as follows, to-wit;

BEGINNING at a ½" iron rod set for the Northwest corner of the above mentioned 215.70 acre tract at the Southwest corner of a 50.0 ft., wide Private Road as shown on the plat of Lake Point Estates recorded in Cabinet D, Slide 96 of the plat records of Henderson County, Texas, and being in the East line of County Road No. 4201;

THENCE North 87 deg. 49 min. 44 sec. East, with the Westerly North line of said 215.70 acre tract and the South right of way line of said Private Road for a distance of 2882.09 ft., to a ½" iron rod found for the Southeast corner of Lot 45 of Lake Point Estates and the Northwest corner of said 0.33 acre tract conveyed to the Upper Neches River Municipal Water Authority from H. J. Yarborough and Donald V. Yarborough and recorded in Volume 638, Page 615 of the Deed records of Henderson County, Texas;

THENCE South 04 deg. 59 min. 21 sec. East, with the West line of said 0.33 acre tract for a distance of 102.16 ft., to a "T" found for the Southwest corner of same;

THENCE South 84 deg. 03 min. 59 sec. East, with the South line of said 0.33 acre tract for a distance of 95.81 ft., to a "T" iron found for the Southeast corner of same;

THENCE North 29 deg. 45 min. 32 sec. East, with the East line of said 0.33 acre tract for a distance of 135.41 ft., to a ½" iron rod found for the Northeast corner of same and being in the North line of said 215.70 acre tract at the Southwest corner of Lot 48 of Lake Point Estates;

THENCE North 87 deg. 47 min. 51 sec. East, with the North line of said 215.70 acre tract and the South line of Lake Point Estates for a distance of 506.13 ft., to a 1" galvanized iron pipe found for the Southeast corner of Lot 50 of Lake Point Estates and the Northwest corner of said 49.91 acre tract conveyed to the Upper Neches River Municipal Water Authority from H. J. Yarborough and Donald V. Yarborough and recorded in Volume 638, Page 615 of the Deed records of Henderson County, Texas;

THENCE with the meanderings of the West lines of said 49.91 acre tract and the 355.0 ft., contour line of Lake Palestine as follows:

South 26 deg. 25 min. 00 sec. West, for a distance of 134.53 ft., to a "T" iron found for corner;

South 11 deg. 10 min. 23 sec. East, for a distance of 205.73 ft., to a "T" iron found for corner;

South 49 deg. 54 min. 19 sec. West, for a distance of 159.43 ft., to a "T" iron found for corner;

South 14 deg. 56 min. 43 sec. West, for a distance of 307.00 ft., to a "T" iron found for corner;

South 39 deg. 20 min. 40 sec. West, for a distance of 154.92 ft., to a "T" iron found for corner;

South 24 deg. 28 min. 03 sec. West, for a distance of 285.92 ft., to a "T" iron found for corner;

South 30 deg. 58 min. 00 sec. West, for a distance of 237.66 ft., to a "T" iron found for

corner;

South 33 deg. 52 min. 13 sec. East, for a distance of 130.36 ft., to a "T" iron found for corner;

North 59 deg. 23 min. 21 sec. East, for a distance of 122.32 ft., to a "T" iron found for corner;

North 40 deg. 02 min. 06 sec. West, for a distance of 205.05 ft., to a "T" iron found for corner;

North 41 deg. 17 min. 41 sec. East, for a distance of 254.74 ft., to a "T" iron found for corner;

North 45 deg. 14 min. 11 sec. East, for a distance of 215.01 ft., to a "T" iron found for corner;

North 42 deg. 30 min. 00 sec. East, for a distance of 263.28 ft., to a "T" iron found for corner;

North 53 deg. 41 min. 01 sec. East, for a distance of 263.28 ft., to a "T" iron found for corner;

North 00 deg. 54 min. 17 sec. East, for a distance of 174.72 ft., to a "T" iron found for corner;

North 20 deg. 40 min. 17 sec. East, for a distance of 108.10 ft., to a "T" iron found for corner;

South 23 deg. 06 min. 59 sec. East, for a distance of 332.59 ft., to a "T" iron found for corner;

South 06 deg. 55 min. 33 sec. East, for a distance of 155.16 ft., to a "T" iron found for corner;

South 19 deg. 22 min. 30 sec. West, for a distance of 158.46 ft., to a "T" iron found for corner;

South 01 deg. 34 min. 12 sec. East, for a distance of 246.53 ft., to a "T" iron found for corner;

South 46 deg. 55 min. 48 sec. West, for a distance of 144.49 ft., to a "T" iron found for corner;

South 00 deg. 24 min. 26 sec. East, for a distance of 270.12 ft., to a "T" iron found for corner;

South 22 deg. 47 min. 30 sec. East, for a distance of 176.72 ft., to a "T" iron found for corner;

South 51 deg. 28 min. 55 sec. West, for a distance of 103.99 ft., to a "T" iron found for corner;

North 82 deg. 42 min. 57 sec. West, for a distance of 173.80 ft., to a "T" iron found for corner;

South 72 deg. 23 min. 26 sec. West, for a distance of 204.32 ft., to a "T" iron found for corner;

South 44 deg. 28 min. 26 sec. West, for a distance of 154.60 ft., to a "T" iron found for corner;

South 15 deg. 36 min. 03 sec. East, for a distance of 129.47 ft., to a "T" iron found for corner;

North 75 deg. 43 min. 12 sec. East, for a distance of 88.41 ft., to a 1/2" iron rod set for corner;

South 89 deg. 06 min. 16 sec. East, for a distance of 182.40 ft., to a "T" iron found for corner;

South 78 deg. 59 min. 16 sec. East, for a distance of 188.02 ft., to a "T" iron found for corner;

North 70 deg. 34 min. 47 sec. East, for a distance of 204.94 ft., to a "T" iron found for corner;

South 66 deg. 15 min. 48 sec. East, for a distance of 124.48 ft., to a "T" iron found for corner;

North 52 deg. 24 min. 07 sec. East, for a distance of 211.20 ft., to a "T" iron found for corner;

South 78 deg. 19 min. 46 sec. East, for a distance of 180.21 ft., to a point in lake for corner;

South 38 deg. 39 min. 53 sec. East, for a distance of 170.50 ft., to a point in lake for corner;

South 03 deg. 06 min. 37 sec. West, for a distance of 180.21 ft., to the Southwest corner of said

49.91 acre tract in the South line of said 215.70 acre tract and the North line of Lot 85 of Cape Tranquility Unit No. 2 as shown by plat recorded in Cabinet B, Slide 133 of the plat records of Henderson County, Texas, from which a flat iron bears South 28 deg. 54 min. 07 sec. West - 3.24 ft.;

THENCE South 88 deg. 18 min. 36 sec. West with the South line of said 215.70 acre tract, the North line of said Cape Tranquility Unit No. 2, a distance of 1087.92 ft. to a ½" iron rod (found) for the Northwest corner of same, the Northeast corner of the Douglas Wayne Vibrock 24.504 acre tract described in Volume 2356, Page 768;

THENCE South 88 deg. 18 min. 36 sec. West with the South line of said 215.70 acre tract, the North line of said 24.504 acre tract, the North line of H. L. Dewberry 4.711 acre tract described in Volume 2264, Page 709, the North line of the Lillie Harmon 0.31 acre tract described in Volume 1112, Page 585, the easterly North line of the Buck J. Miller 533.77 acre Tract 17 described in Volume 930, Page 250, and partially with County Road No. 4202, a distance of 2742.01 ft. to a ½" iron rod (found) for the easterly Southwest corner of said 215.70 acre tract, an inner corner of said 533.77 acre tract;

THENCE North 01 deg. 14 min. 59 sec. West with the southerly West line of said 215.70 acre tract, an East line of said 533.77 acre tract, a distance of 167.02 ft. to a ½" iron rod (found) for an inner corner of same;

THENCE North 88 deg. 18 min. 21 sec. east with a North line of said 215.70 acre tract, a South line of said 533.77 acre tract, a distance of 140.45 ft. to a ½" iron rod (found) for corner;

THENCE North 01 deg. 20 min. 50 sec. West with a West line of said 215.70 acre tract,

2798

400

an East line of said 533.77 acre tract and partially with County Road No. 4202, a distance of 1386.24 ft. to a ½" iron rod (found) for corner;

THENCE South 87 deg. 58 min. 10 sec. West with the westerly South line of said 215.70 acre tract, a North line of said 533.77 acre tract, a distance of 1002.68 ft. to a ½' iron rod (set) for corner, a 40" red oak bears North 01 deg. 14 min. 29 sec. West - 46.78 ft.;

THENCE North 01 deg. 55 min. 50 sec. West with the northerly West line of said 215.70 acre tract, the northerly East line of said 533.77 acre tract, and with County Road No. 4201, a distance of 671.04 ft. to the place of beginning, containing **159.920 acres** of land.

Plat accompanies field notes.

I, MARK C. ELLIS, Registered Professional Land Surveyor No. 4254, do hereby certify that the above field notes were prepared from an actual survey made on the ground under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 8th day of June, 2005.

MARK C. ELLIS

Registered Professional Land Surveyor No. 4254

05-097 1065/55

After recording return to:
RALPH E. ALLEN
P.O. BOX 28
TYLER, TX 75710

FILED FOR RECORD

2007 AUG 30 PM 3: 22

GUYA MOFFETT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
BROWN'S LANDING PHASE 1**

This Declaration of Covenants, Conditions, and Restrictions is made on June 27, 2008, by Brown's Landing Limited Partnership, a Texas limited partnership; James Farley and Sunny Farley; and Nathan Brown, whose mailing address is 21780 South Shore Drive, Chandler, Texas 75758.

RECITALS

The undersigned (herein referred to as "Declarant," whether one or more) is the owner of all that certain real property ("the Property" or "the subdivision") located in Henderson County, Texas described as follows:

"All that certain lot, tract or parcel of land located in Henderson County, Texas described as the Brown's Landing Phase 1 in plat recorded in Cabinet E, Slide 396 in the Plat Records of Henderson County, Texas Lots 40 through 66 and 68 through 74 of Block A; Lots 1 and 2 of Block C Brown's Landing Phase 1.

The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property. Each successive owner of an interest in any Lot is herein referred to in this instrument as "Owner." If there are multiple Owners for any one Lot and a dispute shall arise as to any provision in these restrictions, then the Owner who is first named in the conveyance(s) or other instruments transferring title as to that Lot that are filed of record shall be the controlling interest as to that Lot.

Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitudes, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions:

1. All numbered Lots on the recorded plat of the subdivision shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. No multi-family dwellings may be constructed on any Lot; however a detached guesthouse or secondary living quarter may be constructed if approved by the Declarant or the Design Review Committee. No building,

outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot.

No Lot shall be occupied by more than a single family, except for temporary guests visiting the family for a period not greater than 14 days. For purposes of these restrictions, a single family shall be defined as any number of persons related within the second degree of consanguinity or affinity, living with not more than one (1) person who is not so related, as a single household unit. It is not the intent of these restrictions to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration, is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by applicable law. No Lot and no building erected or maintained on any Lot, shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

No Lot shall be further subdivided except that fractions of Lots may be separated to add space to adjacent whole Lots if the combination of whole and fractional Lots is used as a single building site and all other provisions of these restrictions are complied with.

2. No residential building shall be erected on any said Lots which shall have less than 2,600 square feet of floor space within the heated/cooled area if located on the waterfront, or less than 2,000 square feet of floor space within the heated/cooled area if located on any other Lot or Lots. On 2 story homes, the main floor must contain a minimum of 65% of the heated/cooled space. However, this requirement shall not apply to a detached guesthouse or secondary living quarter that is built attendant to a primary residential building that complies with the requirement. Any secondary living quarter shall have a minimum of 300 heated/cooled square feet. The primary residence must be erected prior to or at the same time as the erection of the secondary residence. Prior to commencement of any construction, plans (including plot plans showing drainage plans) must be approved by the Declarant or the Design Review Committee (DRC). All materials used for exterior construction shall be new unless otherwise approved.

All painted improvements and other painted structures on each Lot shall be repainted by the Owner thereof at the Owner's sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Lot or structure thereon. The approval of the Declarant or the Design Review Committee otherwise required for improvements under this paragraph or other paragraphs contained in this Declaration, shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is altered.

Any air conditioning unit installed on a Lot shall be located or screened so as not to be visible from any street within the Property. No air condition window units will be permitted.

All homes may use propane gas. All dwellings will be allowed an unrestricted number of gas burning/solid fuel fireplaces or appliances. LP gas tanks must be

certified to be buried and not exposed above ground. The proposed tank must be approved by the DRC and submitted with construction plans.

The design and construction of all swimming pools must be approved by the DRC. No above ground swimming pools will be allowed.

Construction of improvements on each Lot must comply with the current building code published by the Congress of American Building Officials and all applicable local building codes that are enforced by governmental agencies. Owner is responsible for applying for and obtaining all applicable governmental permits and other approvals, including payment of all fees for those permits and other approvals. A construction fee will be paid to the Home Owner's Association in accordance with the current published Construction Fee Schedule prior to any construction. This fee is to be placed in the HOA Street Maintenance account. Owner shall take all reasonable precautions to minimize interference with traffic and to protect the general public and residents of the Subdivision, from injury from movement of vehicular traffic in connection with construction of each Lot. In addition to, and without limiting the generality of the foregoing, Owner agrees to the following:

- A. Storage of Building Materials. Building materials stored on a Lot during construction will be kept in a neat condition so as not to detract from the appearance of the neighborhood and so as to give the visual impression from adjacent streets of a clean, orderly work site. All excess construction materials must be removed or stored within approved buildings after construction is completed.
- B. Scrap Materials and Trash. Owner agrees that scrap materials and trash produced in connection with the construction of a house on a Lot shall be confined to a particular area of such Lot, preferably to the side, or behind, the house. Trash will be placed in a solid container within such area at the end of each workday and removed from the Lot frequently enough so that trash does not overflow from such container. Upon completion of the constructed homes, garbage or trash shall not be placed outside of an enclosed building, except in sixty (60) to eighty (80) gallon containers meeting the specifications of the Design Review Committee. The placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Design Review Committee. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Brown's Landing Homeowners Association shall select a waste disposal service for the entire community and contract for their service for a one to three year period. The payment of such service will be the responsibility of each owner.
- C. Clean Roads and Utilities. Owner agrees to protect pavements, curbs, gutters, swells or drainage course, sidewalks, streets, utility structures including, without limitation, fire hydrants, manhole covers, valve boxes, and second stage inlets and other property contiguous, in the vicinity of, or leading to each Lot from damage, and shall keep pedestrian and road right-of-way and drives, and other property, clean and clear of equipment, building materials,

dirt, debris and similar materials. All delivery trucks, construction crews, waste disposal trucks, or any other vehicles exceeding 8,000 pounds in weight must use the construction entrance east of the main entrance. Owner further agrees to maintain in good functional condition, storm water pollution prevention materials adequate to comply with guidelines promulgated by the Environmental Protection Agency.

- D. Maintenance. Owner agrees to keep the interior and exterior of all improvements constructed on a Lot in good working condition and repair. Without limiting the generality of the foregoing, Owner agrees to promptly replace any glass, paint, roof materials, bricks, stone or other exterior building materials on any houses which are damaged or unduly worn.
3. No building or structure shall be located on any Lot closer to the street upon which the Lot fronts than the building line shown on the plat approved by the Declarant or the Design Review Committee, as the case may be. Nor shall the dwelling structure extend closer than 25 feet to the back property line. There is no restriction on waterfront Lots as to distance from the 355 ft. MSL line. No structure shall be erected closer than 10 feet to side property line and structures on corner Lots must maintain 15 feet from side property line.
4. No structure of a temporary character, trailer, cellar, tent, shack, garage or other outbuilding, motor home, mobile home, manufactured home, house trailer or camper shall be used as a residence either temporarily or permanently. However, this restriction shall not prohibit the use of a motor home, house trailer, camper or a tent for the lodging of temporary guest visiting the family for a period not greater than 14 days after the residence is built.

Motor homes, travel trailers, campers, boats, trailers and similar wheeled vehicles may be parked or located on any Lot for more than 14 consecutive days or more than 24 days in any calendar year providing they are stored behind the front building line and permanently enclosed. Such enclosure must be approved in writing by the Declarant or by the Design Review Committee, as the case may be, and must be designed to match the architecture of the primary residence.

A garage must be constructed and maintained to accommodate at least two (2) full-sized automobiles for each Lot with a Dwelling Unit. No carports will be allowed. Each driveway must be able to accommodate two vehicles in front of the garage for off-street parking requirements. Detached garages are permitted if approved by the Declarant or the Design Review Committee. No garage shall be permanently enclosed for conversion to any other use. No front street facing garage will be permitted without the approval of the Design Review Committee. Owner shall provide and install at Owner's expense all driveway approaches in conformance with all applicable regulatory requirements. All driveways shall be entirely of concrete, asphaltic paving or a paving material approved by the Design Review Committee and shall be paved before any Dwelling Unit may be occupied. No driveway or other roadway may be constructed on any Lot in such a manner as to furnish access to any adjoining Lots or other property without the prior written consent of the Design Review Committee. All driveways shall be

constructed in such a manner that all run-off will not cause erosion problems to adjacent Lots or create dusting upon entry and exit. Culverts for each driveway must be a minimum of 5 feet from the side property line. Driveways shall be a minimum of 10 feet in width.

The exterior of all dwellings and/or improvements shall be completed (including exterior painting) within 12 months from the commencement of construction. No pre-erected, used, or modular houses may be moved onto any Lot or Lots. All buildings others than boathouses shall be completely underpinned with no piers or pilings exposed to view.

No signs of any type shall be allowed on any Lot except (1) one sign of not more than six square feet advertising the Lot or Home for sale, (2) a sign owned by the Declarant or owned by the Brown's Landing Property Owners Association, or (3) political sign(s) with a combined total of not more than six square feet advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages or the area designated by the Declarant or the Board of Directors. Stored vehicles and vehicles which are either obviously inoperable or do not have current licenses shall not be permitted on any Lot except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on a Lot must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the approval of the Declarant or the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during the daylight hours for such periods of time as is reasonably necessary to provide service or to make delivery to a Dwelling Unit or the Common Areas. Any vehicle parked in violation of this section or parking rules promulgated by the Board of Directors may be towed. No vehicle of any size, which is used for the transportation of inflammatory or explosive cargo, may be stored in the subdivision at any time. All unlicensed, gas operated recreational vehicles such as 4-wheelers, 3-wheelers, motorcycles, etc. are strictly prohibited from being operated on the lots, roads and right-of-ways in the Development.

5. No outside toilets of any kind are permitted excepts during the period of construction of a Dwelling Unit during which time chemically treated outside toilets may be maintained in a manner subject to Declarant's approval. No installation of any type of device for disposal of sewage shall be allowed which would result in raw or unsanitary sewage being carried into any body of water or water source. All homes must comply with all state, federal, and county laws and must use aerobic systems designed by a licensed sanitarian and/or a state licensed

engineer. All systems must be designed and approved prior to the construction of any residence.

The Owner shall construct, furnish or install all on-site utility extensions, including without limitation, water and electric extensions, from the point of connection adjacent to the perimeter of the Lot to any portion of the Lot. Owner further agrees to pay any utility deposit or charge, including any connection tap or inspection fee, for water, sewer, electrical, gas, telephone, cable television, or utility service for the Lot or any part thereof any costs or charges for meters for utility service. The installation of all utilities shall be underground.

6. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

7. No animals, livestock, or poultry of any kinds shall be raised, bred, or kept on any Lot except, that a maximum of three (3) dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

No dog shall be allowed to run free in the subdivision but must, at all times, either be (1) restrained on the Owner's Lot either by a fence or by a chain or other restraint that is adequate to confine the dog on the Lot, or (2) if taken off the Owner's Lot, be restrained at all time on a leash controlled by an individual who has sufficient strength and ability to restrain the dog. No Pit Bulls or Pit Bull mix breeds will be permitted on the property.

8. All Lots will be kept free of trash, garbage and debris at all times. During the growing season the Lot shall be kept free of weeds and underbrush for reasons of sanitation and fire prevention. If, in the opinion of the Board of Directors of Brown's Landing Property Owners Association, an unsanitary or hazardous condition exists, or if the height of the vegetation exceeds 9 inches, the Brown's Landing Property Owners Association reserves the right to clean up and/or mow the Lots and charge the Owner(s) a reasonable fee for this service. Failure to pay the charges for the clean up and/or mowing where the Brown's Landing Property Owners Association has done so shall give the association, or its agent, the right to place a lien against the Lot for this service.

9. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision in which said Lot is located. Construction crews will not be allowed to work on Sunday nor earlier than 7:00 a.m., nor later than 7:00 p.m.

10. No Lot or any other portion of the Property shall be used or permitted for hunting

or for the discharge of any pistol, rifle, shotgun or any other firearm, or any bow and arrow, or any other device capable of killing or injuring.

11. No exterior television, radio or other antennae of any type shall be placed, allowed or maintained upon any Lot without the prior written approval and authorization of the Design Review Committee except small satellite dishes less than 24" in size.
12. These restrictions, covenants and conditions may be enforced by the Declarant (or any member of Declarant), by the Brown's Landing Phase 1 Property Owners Association or by the Owner of any Lot or Lots in said subdivision, either by proceedings for injunction or to recover damages for breach thereof or both.
13. No (1) unregistered vehicle or boat, (2) farm machinery, or (3) motorized equipment, shall be parked for more than 14 days on the driveway or any portion of any Lot in such a manner as to be visible from the street or any adjoining property.
14. Lot(s) located outside of the Property but which are adjacent to or in close proximity to the subdivision may and shall become a member of the subdivision if an instrument signed by (1) all owners of the Lot(s) applying for membership and (2) the Owners of a majority of the Lots currently subject to these restrictions, is recorded in the real property records of Henderson County, Texas, and all requisite governmental approvals, if any, have been obtained. At such time, any such Lots become subject to these restrictions, as now existing or hereinafter amended, the same as if the Lot(s) had originally been described as part of the Property.
15. These restrictions, covenants, and conditions are to run with the land and shall be binding in perpetuity on all Owners within the subdivision and all persons claiming under them. These restrictions, covenants and conditions may be amended in whole or in part at any time by an instrument signed by the Owners of a majority of the Lots in the subdivision and recorded in the real property records of Henderson County, Texas.

16. Easements

- A. Full rights of ingress and egress shall be had by the Declarant and the Association at all times over and upon each Lot and the Property for carrying out the rights, functions, duties, and obligations hereunder; provided, that any such entry shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the easement user.
- B. Declarant hereby reserves for itself, its successors and assigns, the right to (1) dedicate streets, walks and alleys throughout the Property, and (2) reserve or grant easements of ingress and egress and for the installation, construction,

maintenance, repair and replacement of utilities and related facilities, which may include, but shall not be limited to, sewer (sanitary and storm), gas, electric, telephone, cable television, electronic communications of all sorts, and water lines, upon, over, under, and across the Property, as it in its sole discretion deems proper or appropriate. Further, Declarant hereby reserves temporary construction easements for the construction, repair, removal, maintenance, and reconstruction of improvements within the Property, including the right to remove, on a temporary basis, fences, driveways, sprinkler systems, landscaping, and other improvements as shall be reasonably necessary to enable Declarant to complete the development and improvement of the Property; provided that any such improvement removed by Declarant shall be replaced and/or restored, upon completion of the construction activities, to substantially their former condition. All claims for damages, if any, arising out of such construction or other activities by Declarant are hereby waived by each Owner and the Association.

- C. Full rights of ingress and egress shall be had by Declarant, any governmental authority having jurisdiction over the Property, and any utility company which provides utilities to the Property, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation, or installation of such utility. All claims for damages, if any, arising out of the installation, construction, operation, maintenance, repair or removal of utilities on account of temporary or other inconvenience caused thereby, against the Declarant or any utility company or governmental authority, or any of their agents or servants are waived by each Owner and the Association.

17. Design Review

- A. **Design Review Committee.** Declarant shall have the power to designate and appoint a Design Review Committee consisting of not less than 3 qualified persons, which shall serve at the pleasure of the Declarant. After the Declarant no longer owns any Lot in the subdivision or after the Declarant has assigned the right of control to the Home Owner's Association by instrument in writing and recorded of record, the Design Review Committee shall serve at the pleasure of the Board of Directors of the Home Owner's Association. Until Declarant designates and appoints in writing a Design Review Committee, Declarant shall fill that function and shall have full authority to take all actions set out herein to be undertaken by the Design Review Committee.
- B. **Approval of Plans and Specifications.** The Design Review Committee must review and approve in writing all of the following projects on the Property:
- (1) Construction of any building, fence, wall or other structure.
 - (2) Any exterior addition, change, or alteration in any building, fence, wall, or

other structure.

(3) Any landscaping or grading of any Lot or Lots.

- C. **Application for Approval.** Prior to preparing plans for any proposed improvement, it is strongly recommended that an owner and/or his architect meet with the DRC to discuss proposed plans. The intent of this informal meeting is to offer guidance prior to preparations of preliminary plans. To obtain approval to do any of the work described herein, an Owner must submit a written application to the Design Review Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work and shall have an engineered foundation plan.
- D. **Standard for Review.** The Design Review Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.
- E. **Failure of Committee to Act.** If the Design Review Committee fails either to approve or reject an application for proposed work within 60 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.
- F. **Building Materials; Type of Construction.** Unless otherwise approved by the Committee, the exterior wall area of all residences above the foundation excluding detached garages (but not excluding attached garages), gables, windows, and door openings must be of masonry, stucco, redwood, cedar, stone, Hardy Board, or brick veneer. No structure of any kind or character, which incorporates frame construction on the exterior, shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material. The use of cedar wood shingles or other combustible material for roofing is prohibited. Approved roofing materials shall consist of one of the following: 1) concrete or clay tiles; 2) slate; 3) non-reflective metal (subject to DRC review); 4) fiberglass/asphaltic architectural shingles with a thirty (30) year minimum warranty. All roofs must have a minimum 8 in 12 pitch. Notwithstanding the foregoing, the Declarant or the Design Review Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Geodesic domes and/or underground residences are strictly prohibited. Mailboxes shall be constructed of brick or

stone and designed to match the architecture of the home.

G. Builder Approval. All builders or general contractors who are responsible for the construction of any residence, additions to any residence or remodeling of any residence must be approved by the Design Review Committee prior to any construction and registered with the State of Texas, if required by applicable law. A list of approved builders will be provided to each applicant. A builder who is not on the DRC approved list may be submitted for approval to the DRC. A builder who is seeking DRC approval must submit a resume and a list of previous clients with contact phone numbers to the DRC. The DRC will send a letter to the applicant and the builder within thirty days of receiving the resume and previous client contact information accepting or rejecting the builder as an approved builder for the community. The acceptance of any new builder will not be unreasonably withheld. The intent of this section is to ensure an adequate verifiable level of competence and experience for each builder.

H. Fencing. The fencing on Lots 1-53, Block A and Lots 1-2, Block C shall be constructed of wrought iron material painted black or dark green a maximum of six (6) feet in height from the ground. Brick or stone columns may be used if desired providing they are constructed no closer than sixteen (16) feet apart and no higher than six foot six inches (6'6").
On Lots 54-74, Block A, fencing that is installed which is visible to the street and perpendicular from the house to the property side line must be wrought iron, painted black or dark green and no higher than six (6) feet high above the ground. Black vinyl coated chain link fencing may be used in back yard areas installed from front wrought iron fencing to the rear property line and rear property line may also be of black vinyl coated chain link no higher than six (6) feet high above the ground.

I. Miscellaneous Practices. All Owners will be absolutely responsible for the conduct and behavior of their agents, guests, representatives, builders, contractors, and subcontractors. The following practices are prohibited in Brown's Landing Phase 1:

1. Changing oil on any vehicle or equipment on the site itself.
2. Allowing concrete suppliers and contractors to clean their equipment other than at locations included in the approved site plan.
3. Removing any rocks, plant material, topsoil, or similar items from any property of others within Brown's Landing Phase 1, including construction sites, except in accordance with DRC approvals.
4. Discharging any type of firearm on the property or creating any unduly loud or offensive noises.
5. Using disposal methods or units other than those approved by the DRC.
6. Careless disposition of cigarettes and other flammable material. At least one 10-pound ABD-rated dry chemical fire extinguisher shall be available in a conspicuous place on the construction site at all times.

7. Careless treatment or removal of any plant materials not approved for removal by the DRC.
8. Allowing excessive dust or noise on the construction site. Radios and other audio equipment will not be allowed to play at levels that are disruptive to the neighbors.

J. **Boat Docks.** Boat docks for Lots 9, 10, 12-15, 31-38, and 40-45, Block A, that share an abutting recessed bulkhead area must follow design guidelines as shown on Boat Dock Exhibit "A".

Boat docks for Lots 11 and 39 Block A, shall follow design guidelines as shown on Boat Dock Exhibit "B".

Boat docks for Lots 3-8, 16-18, 27-30, and 46-53 shall be built according to the following design criteria:

- 1) The total structure shall not exceed 40' as measured from the bulkhead extending out into the lake.
- 2) The structure shall not exceed 40' in width as measured along the bulkhead wall.
- 3) Set back from the extended side allocation line as shown on plat shall be 10'.

Boat docks for Lots 1, 2, and 19-26 shall be built according to the following criteria:

- 1) The structure shall comply with Upper Neches MRWA guidelines.

The maximum height of all boat dock structures shall not exceed 18' as measured from the 348 elevation.

All plans must be submitted to the Design Review Committee for approval prior to submission to the UNMRWA.

K. **Waiver.** So long as Declarant owns a Lot in the subdivision, Declarant will have the power to waive as to any specific Lot any of the restrictions, in whole or in part, set out herein. Any such waiver shall not constitute a waiver to the full enforcement of these restrictions as to any other Lot in the subdivision or a waiver of any portions of these restrictions not waived as to that particular Lot.

L. **NO LIABILITY.** NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF DESIGN GUIDELINES SHALL BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS, SPECIFICATIONS, OR DESIGN GUIDELINES WILL, IF FOLLOWED, RESULT IN PROPERLY DESIGNED IMPROVEMENTS. SUCH APPROVALS AND DESIGN GUIDELINES SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY RESIDENCE OR OTHER IMPROVEMENT BUILT IN ACCORDANCE

THEREWITH WILL BE BUILT IN A GOOD AND WORKMANLIKE MANNER. REVIEW AND APPROVAL OF ANY APPLICATION PURSUANT TO THIS ARTICLE IS MADE ON THE BASIS OF AESTHETIC CONSIDERATIONS ONLY AND NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, ANY COMMITTEE, OR ANY MEMBER OF ANY OF THE FOREGOING SHALL BEAR ANY RESPONSIBILITY FOR ENSURING THE STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, NOR THE ENSURING COMPLIANCE WITH BUILDING CODES AND OTHER GOVERNMENTAL REQUIREMENTS, NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, ANY COMMITTEE, OR ANY MEMBER OF ANY OF THE FOREGOING SHALL BE HELD LIABLE FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE APPROVED OR DISAPPROVAL OF OR NON-COMPLIANCE WITH ANY PLANS OR SPECIFICATION. THE MANNER OR QUALITY OF APPROVED CONSTRUCTION OR MODIFICATIONS TO ANY DWELLING UNIT.

18. Home Owner's Association

- A. **Creation.** Declarant shall create a Home Owner's Association for the subdivision. When created, the Owners of Lots within the subdivision shall constitute the Association. Each Owner of a Lot, including Declarant, shall automatically be a member of any such Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.
- B. **Transfer of Membership.** Association membership will be transferred to the grantee of a conveyance of a Lot when such conveyance is filed of record in the real property records of Henderson County, Texas. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.
- C. **Management of Association.** Any such Association shall be incorporated as a nonprofit corporation. The Association shall be managed by its Board of Directors pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.
- D. **Membership Voting, Elections, and Meetings.** The Owners of a Lot shall have one vote in the Association. Owners of multiple lots will have 1 vote for each lot owned. Any person or entity that holds an interest in and to a Lot merely as security for the performance of an obligation shall not be a member until such time as the holder or its successor acquires title to the Lot through foreclosure or conveyance in lieu thereof. If there are multiple Owners for any one Lot and a dispute shall arise as to a vote, then the Owner who is first named in the conveyance(s) or other instruments transferring title that are

filed of record shall be entitled to cast the vote for that Lot. The Owners shall elect a Board consisting of 3 directors, vote on any other matter the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

E. Duties and Powers of Board of Directors. Through the Board of Directors, the Association shall have the following powers and duties:

- (1) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (2) To enforce this Declaration, the bylaws, its rules and regulations and assess fines for violations thereof.
- (3) To elect officers of the Board and select members of the Design Review Committee when that power devolves to the Board.
- (4) To delegate its powers to committees, officers, or employees.
- (5) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (6) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner.
- (7) To establish and collect special assessments for capital improvements or other purposes.
- (8) To file liens against Lot Owners because of nonpayment of assessments and fines duly levied and to foreclose on those liens.
- (9) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (10) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (11) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (12) To enforce the provisions of this Declaration, the bylaws, or the rules and regulations and to enjoin and seek damages from any Owner for violation of such provision or rules.
- (13) To hold regular meetings of the Board at least quarterly.
- (14) To accept property as a Common Area, to manage and maintain any Common Area in a state of high quality and in good repair, and to provide adequate reserves for repairs or replacements.
- (15) To pay taxes and assessments that are or could become a lien on any Common Area.
- (16) To pay the costs of any liability insurance and fire insurance on any Common Area and any liability insurance for officers, committee members and members of the Board.
- (17) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks), and, generally, to have all of the powers necessary or incidental to the operation and management of the Association and the subdivision.

F. **Liens.** Any and all assessments that are assessed by the Board of Directors shall be assessed pro rata on a per Lot basis at a uniform rate for each Lot in the subdivision. Any such assessments and any fines assessed by the Board of Directors shall be the personal liability of each Owner of the Lot and shall also constitute a lien against the Lot(s) owned by the Owner. Assessment or fines are subject to the full extent allowed by law. If the assessment or fine is not timely paid, and that lien shall have priority over any other charges against the Lot(s) other than (1) assessments, liens, and charges in favor of the State of Texas or a political subdivision of the State of Texas for taxes against the Lot that are due and unpaid or (2) an obligation due against the Lot under a validly recorded mortgage. At the discretion of the Board of Directors any such lien can be non-judicially foreclosed after the giving of all notices required by law or it can be judicially foreclosed.

19. No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association; or the Association. Disputes between Owners that are not regulated by these Restrictions shall not be subject to the dispute resolution process.

In a dispute between any of the above entities or individuals, the parties must submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Subdivision, work for any of the parties, represent any of the parties, nor have a conflict of interest with any of the parties. The Board shall endeavor to maintain a list of potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than 30 days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled. The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of assessments or fines by the Association as set out in this Declaration nor to the foreclosure of liens securing any such assessments or fines.

20. If any covenant, condition, or restriction contained herein, or any portion thereof, shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant, or restriction, each

VOL
2889

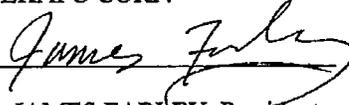
PAGE
853

of which shall remain in full force and effect.

This Declaration is executed on 27 June, 2008.

BROWN'S LANDING PHASE 1 LIMITED
PARTNERSHIP

BY: TEKAPO CORP.

BY: 
JAMES FARLEY, President

THE STATE OF TEXAS

COUNTY OF SMITH

Before me James Farley, a notary public on this day personally appeared

JAMES FARLEY,

Check One:

Known to me; or

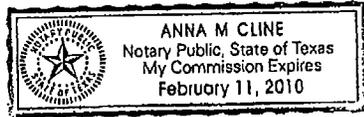
Proved to me on the oath of _____; or

Proved to me through _____

(described identity card or document)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this June 27, 2008.



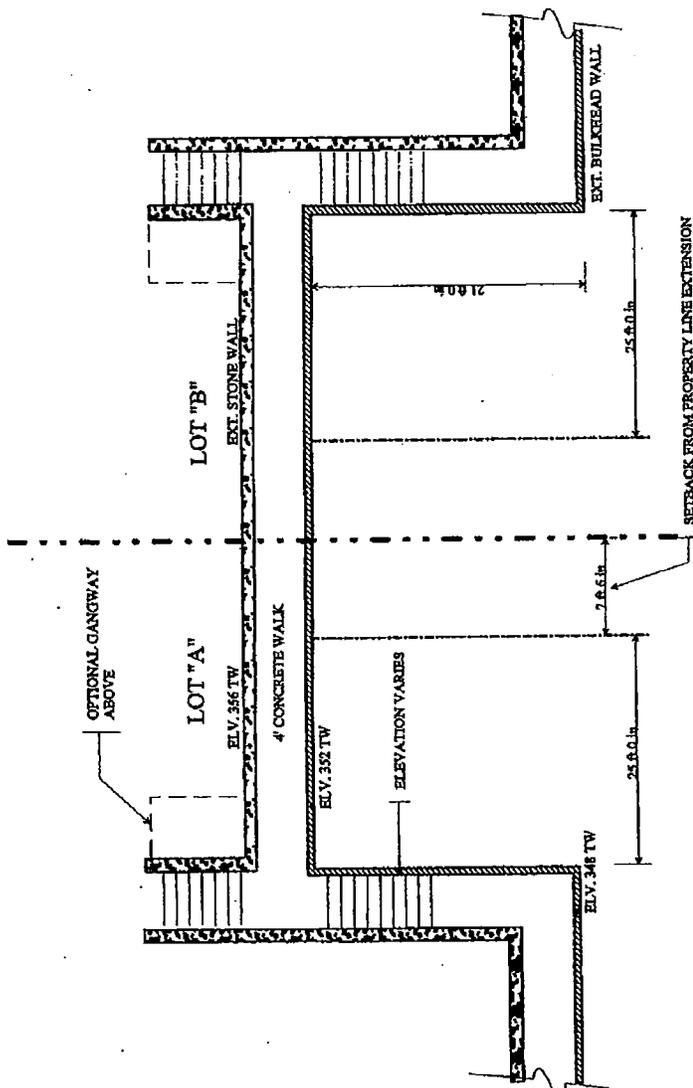
Anna M. Cline

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

My commission expires:

PRINTED NAME: Anna M. Cline

Exhibit "A" - TYPICAL BOAT HOUSE SEIBACK



FILED FOR RECORD

2008 JUL 14 PM 2:27

GWEN MOFFETT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

I, Gwen Moffett, County Clerk in and for
Henderson County, Texas, hereby Certify the
above to be a true and correct copy as the same
appears in my office in Vol. 2889 Page 855
Record. Date of Issuance 7/19/2010

[Handwritten Signature]
Deputy

Henderson County
Gwen Moffeit
County Clerk
Athens, TX 75751

Instrument Number: 2010-00009137

As

Recorded On: 07/09/201004:40 PM Recordings - Land

Parties: BROWNS LANDING

To: PUBLIC

Number of Pages: 5 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 27.00

File Information:

Document Number: 2010-00009137

Receipt Number: 2010-09530

Recorded Date/Time: 07/09/201004:40 PM

Recorded By: Mary Margaret Wright

*******DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



Gwen Moffeit

County Clerk
Henderson County, Texas

Record and Return To:

GARY BROWN
2443 MEDFORD COURT WEST

FORT WORTH, TX 76109



**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF BROWN'S LANDING**

This is the First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Brown's Landing Phase I that were recorded on July 14, 2008 in Volume 2889, Page 839 in the Real Property Records of Henderson County, Texas. This instrument has been signed by the Owners of a majority of the Lots in the original Subdivision pursuant to the authority as set out in Paragraphs 14 and 15 of the original restrictions.

The undersigned is also the owner of all of the real property shown on the preliminary plat of Brown's Landing Phase II as recorded in Cabinet F, Slide 116 of the plat records of Henderson County, Texas. As owner of said property, the undersigned does hereby apply for membership in Brown's Landing, to be known as Phase II of Brown's Landing pursuant to the authority set out in Paragraph 14 of the original restrictions.

RECITALS

It is hereby declared that the real property that is to be subject to the restrictions as amended is:

"All that certain lot, tract or parcel of land located in Henderson County, Texas described as Lots 40 through 66 and 68 through 74 of Block A; and Lots 1 and 2 of Block C, the Brown's Landing Phase 1 according to plat recorded in Cabinet E, Slide 396 in the Plat Records of Henderson County, Texas, and Lots 1 through 39 of Block A as shown on the preliminary plat of Brown's Landing Phase II as recorded in Cabinet F, Slide 116 of the Plat Records of Henderson County, Texas."

It is further declared that Paragraph 17(J) of the original restrictions is amended to read as follows:

"J. Boat Docks. Boat docks on lots 9, 10, 12-15, 31-38 and 40-45 inclusive shall only be allowed to be built in the provided abutting recessed bulkhead areas. The docks shall not be built closer than 6 1/2 feet to either the adjoining side property line or the allocation line that extends into the lake as it is shown on the Final Plat. Boathouses, docks and piers shall not extend further than 20 feet into the lake as measured from the non-recessed bulkhead at the shoreline.

Lots 2-8, 16, 17, 27-30 and 46-53 shall follow the following guidelines:

1. The total structure shall not exceed 40' as measured from the bulkhead extending out into the lake.
2. The structure shall not exceed 50' in width as measured along the bulkhead wall.
3. The setback from the extended side allocation line as shown on the plat shall be 10'.

The boat dock or other structures built on Lot 18 in the lake shall be built no further than 100' or closer than 10' from the common extended side allocation line with Lot 19.

The recessed bulkhead areas and concrete surrounds for Lot 11 and Lot 39 are strictly for the use of those respective lots. No structure shall be built further than 20' into the lake as measured from the bulkhead at the shoreline on either lot. Lot 11 must maintain a 10' setback from the common side allocation line with Lot 10.

Boat docks or other structures built on Lot 27 in the lake shall be constructed no closer than 150' to the common lot corner of Lots 26 and 27 or their common extended side allocation line.

Boat docks or other structures built on Lot 26 in the lake shall be constructed no closer than 150 feet from the common lot corner of Lots 25 and 26 or closer than 50' from their common extended side allocation line. No structure will be allowed to be built in the bay or west or north of the northern property pin at the point of the lot.

Waterproof decks will be allowed to be built instead of roofs over the boat dock area. No structure built above the deck shall be greater than forty-two inches in height as measured from the deck including but not limited to handrails and storage compartments. The use of umbrellas and other shade-providing devices are permitted. However, these items must be removed and stored when not in use. Furniture and other items used on the decks must also be stored or secured when not in use.

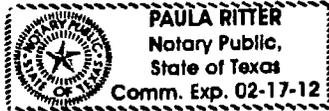
The maximum height of all structures covered by this section shall not exceed 18' as measured from the 348' elevation.

All plans must be submitted and approved by the Design Review Committee prior to submission to the UNMRWA.

The use of anything that is a fire hazard (including grills, candles, fire pits and fireworks) is not permitted on boathouses. Repairs to damage to other property as a result of not properly storing or securing these items shall be the responsibility of the party from which these items originated.

Guidelines for the construction, renovation and additions to boathouses are subject to change on Lake Palestine. Please consult the Upper Neches River Municipal Water Authority at 903-876-2237 for permit applications and guidelines."

The parties hereto acknowledge that this document can be signed in multiple counterparts, the signatures to all of which shall be combined to constitute a single document.



Gary Brown
GARY BROWN

Nancy Brown
NANCY BROWN

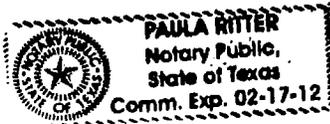
THE STATE OF TEXAS
COUNTY OF Smith

This instrument was acknowledged before me on the 26th day of June, 2010,
by GARY BROWN and NANCY BROWN.

Paula Ritter
NOTARY PUBLIC IN AND FOR THE

My commission expires:
2-17-12

STATE OF TEXAS
PRINTED NAME: Paula Ritter



THE STATE OF TEXAS
COUNTY OF Smith

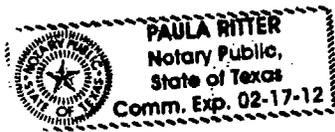
Janetta Hardee Cantwell
PR JANETTA HARDEE CANTWELL
JANETTE

JH PR This instrument was acknowledged before me on the 26th day of June, 2010,
by JANETTA HARDEE CANTWELL.
JANETTE

Paula Ritter
NOTARY PUBLIC IN AND FOR THE

My commission expires:
2-17-12

STATE OF TEXAS
PRINTED NAME: Paula Ritter



THE STATE OF TEXAS
COUNTY OF Smith

Michelle Hardee Dark
MICHELLE HARDEE DARK

This instrument was acknowledged before me on the 26th day of June, 2010,
by MICHELLE HARDEE DARK.

Paula Ritter
NOTARY PUBLIC IN AND FOR THE

My commission expires:
2-17-12

STATE OF TEXAS
PRINTED NAME: Paula Ritter

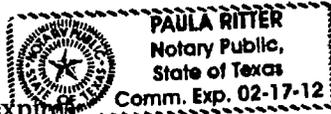
This instrument is executed effective as of June 26th, 2010.

BROWNS LANDING LIMITED PARTNERSHIP
By: Tekapo Corp., General Partner

By: *James Farley*
James Farley, President

THE STATE OF TEXAS
COUNTY OF Smith

This instrument was acknowledged before me on the 26th day of June, 2010, by JAMES FARLEY, President of Tekapo Corp., a Texas corporation, on behalf of the corporation as General Partner on behalf of Brown's Landing Limited Partnership, a Texas limited partnership.



Paula Ritter
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
PRINTED NAME: Paula Ritter

My commission expires: 2-17-12

Sunny Farley
SUNNY FARLEY

James Farley
JAMES FARLEY

THE STATE OF TEXAS
COUNTY OF Smith

This instrument was acknowledged before me on the 26th day of June, 2010, by JAMES FARLEY and SUNNY FARLEY.

Paula Ritter
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
PRINTED NAME: Paula Ritter

My commission expires: 2-17-12

