

Brazos Ridge Estates II Subdivision Restrictions and Covenants

1. Tracts shall be used for single-family residential purposes only.
2. Only one (1) single-family residence per tract. Use of an outbuilding, recreational vehicle or other movable structure other than a manufactured home for the main dwelling is strictly prohibited.
3. All site-built residences must have a minimum of 1400 square feet of living space exclusive of porches and garage.
4. All manufactured homes must be double-section or larger and must be of new construction. The front door side of the dwelling must face the street in a parallel manner.
5. Any manufactured home must be skirted within 30 days of being installed on the property, and must be skirted with a cement fiberboard type material. Skirting must be properly vented and have a pressure-treated wood frame attached to the home and to the ground. Use of any type of metal, vinyl, or wood lattice material for skirting is prohibited.
6. All barns and outbuildings must be constructed of new material and must be completed within 90 days. Fences must be constructed of new material. Any wire fence must have proper and adequate corner bracing and must contain at least one gate.
7. All manufactured homes must have a front porch constructed of pressure treated wood or concrete with a square footage area of no less than twenty four (24) square feet, and must have adequate handrails.
8. No person shall keep and/or maintain on any portion of the property, a number of large animals including livestock or horses greater than one (1) per acre of land owned. However, any property owner may maintain up to three (3) cats and/or dogs on the property. Vicious or aggressive breeds, including but not limited to Pit Bull Terriers, Rottweilers, or Doberman Pinschers are not permitted. No fighting roosters may be kept on the property and no swine of any kind are allowed on the property. No breeding or kenneling of any animals, either commercially or otherwise is allowed, including wild animals. All animals regardless of size or number must be kept in a fenced area at all times.
9. No noxious or offensive activity shall be carried upon on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, rubbish or junk will be allowed to be stored or accumulate on the property. No junk yards or wrecked automobiles will be allowed to remain on the property. All vehicles parked on the property must have current registration and inspection, and parking any vehicle on the street is prohibited. All tracts are restricted against industry, pipeline yards, junk yards (including automobile junk parts) or any business that gives off odor, fumes, dust noise, or vibrations. Yard or garage sales are permitted on the property as long as the duration is no longer than two (2) consecutive days of operation.
10. No tractor-trailer rigs will be allowed to be operated on the roads within the subdivision or be parked on any lot. However, the tractor may be operated within the subdivision without a trailer and may be parked on the property as long as it is parked behind the residence, not visible from the street.
11. Each lot that contains a single family dwelling must have a county-approved septic system installed by an installer licensed by the state of Texas and approved by Parker County. If the property has an aerobic septic system installed, the individual property owner is responsible for obtaining and maintaining a service contract for the system.
12. The developer shall reserve the right to specify the location on a lot of any site-built or manufactured home. Any dwelling must be approved by the developer. The developer and/or his assigns reserve full right, power and authority to grant variances with respect to individual tracts purchased within the area. Additionally, Developer herein shall have the express right to re-plat all or any unsold portion of the lands contained within the general area, to cause such tracts to be larger or smaller as the developer shall, in his sole judgment, deem appropriate. Developer herein shall have the right to grant building line variances and to amend all or any portion of the restrictions and covenants without notice and/or consent to or by any third party or purchaser thereof.



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13. There shall be a thirty five (35) foot building on the front (street side) property line on all lots. There shall be a twenty (20) foot utility easement along the rear property line and a seven and one half (7 ½) foot utility easement along the side property lines. In the event that a particular lot has a drainage easement, it shall be the lot owner's sole responsibility to maintain said drainage easement to keep it free of weeds and debris.

14. Developer has the right to change restrictions until fifty per cent (50%) of the lots have been sold.

15. These Restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in the above described area, whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to said property, or any portion thereof, shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants shall run with the land and shall be binding for a period of twenty five years from the date hereof. At the end of such twenty five year period, said restrictions and covenants shall automatically be extended for a successive period of ten years, unless by vote of three fourths (3/4) majority of the then owners of developed lands (the owners of each tract of land in said area have one vote) taken prior to the expiration of said twenty five year period, and filed or recorded in Parker County, Texas.

16. If a person/persons violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for other person/persons, owning any tract of land in the developed area, to prosecute proceedings at law, or in equity, against the person/persons violating or attempting to violate any such restriction or covenant, and either to prevent him or them from doing so, or to correct such violation, or to recover damages or other relief, for such violation. Invalidation of any one or any part of these restrictions by a judgment or court order shall in no way affect any of the provisions or parts of provisions, which shall remain in full force and effect.

17. The above restrictions and covenants are not enforced by the Commissioners Court of Parker County.

The effective date of the restrictions and covenants is the 4th day of September, 2007.

O-STATE AGGIE, LP

By: _____

Eugene Embry

The State of Texas

County of Tarrant

Know All Men By These Presents:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Eugene Embry, known to me whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein express, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of September, 2007

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

O-State Aggie L.P.
8920 South Freeway
Fort Worth, TX. 76140

