

BRIAR OAK ESTATES

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF JACKSBORO
JACK COUNTY, TEXAS

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIAR OAK ESTATES

This Amended Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made effective as of January 1, 2018, by Briar Oak Estates, LP, a Texas limited partnership ("Declarant") and Briar Oak Estates Homeowners' Association, Inc., a Texas nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, Briar Oak Estates, LP, a Texas limited partnership, is the owner of certain lots located on the real property referred to in Article II and described on Exhibit A of this Declaration, which property represents a Master Community Development known as "Briar Oak Estates." Declarant desires to take advantage of the presently existing unique geographical features and location of the subject property and proposes to establish and implement highly sophisticated plans for residential living, recreation and esthetic considerations. In view of the various unusual and uncommon features of Declarant's long-range plans, Declarant desires to impose these restrictions on the subject property and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to direct and maintain the exceptional quality and distinction of Briar Oak Estates; and

WHEREAS, Declarant has the authority to execute this Declaration; and

WHEREAS, this Declaration amends, modifies and takes the place of any prior Declaration of Covenants, Conditions and Restrictions of Declarant relative to Briar Oak Estates.

NOW, THEREFORE, Declarant hereby declares that the real property referred to in Article II and described on Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restriction, easements, charges and liens (sometimes collectively referred to herein as "Covenants and Restrictions" or "Declaration") hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1.1 Definitions. The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) **"Architectural Control Committee"**, also referred to as the "ACC", shall mean that committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property. The ACC shall be composed of three (3) members appointed in the manner set forth in this Declaration. The ACC is appointed to provide for architectural control and design within the Property and to have and exercise such

other powers and/or duties as are more specifically set forth in this Declaration.

(b) **"Association"** shall mean and refer to the Briar Oak Estates Homeowners Association, Inc., a Texas non-profit corporation, which has the power, duty and responsibility of maintaining and administering the Common Properties, and collecting the assessments and charges hereinafter prescribed, and has the right of administering and enforcing the Declaration.

(c) **"Builder"** shall mean and refer to any residential building company acquiring a Lot or Lots from the Declarant for the purpose of construction and sale of homes.

(d) **"Common Properties" or "Common Areas"** shall mean and refer to any and all areas of land within the Property which are known, described or designated as common green areas, recreational easements, entrance and entrance gates/guard structures, greenbelts, designated parking spaces, open spaces or private streets or alleys on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed or installed thereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of such Common Properties. The Perimeter Wall or fence itself ("Perimeter Wall") surrounding the Properties and street lights shall also be Common Properties (even though it may be located within the boundaries of Lots), and Declarant reserves for itself and its successors and the Association a permanent and continuing right-of-way and easement over and across each of said lots upon which is now or shall hereafter be constructed such Perimeter Wall for the purpose of locating, constructing, repairing, maintaining, improving, revising or restoring such Perimeter Wall, intending to reserve hereby a permanent and continuing easement where said Perimeter Wall is located or relocated, as well as a permanent easement to utilize, go across, occupy and have ingress and egress over such other portions of each Lot, from time to time, as may be necessary for said purposes. The "parkway" is defined as that area between the property line of any Lot and the outer edge of any paved and/or curbed and guttered street. Included as part of the Common Properties, Declarant, and later its successor, the Association, shall landscape and maintain any area of the Common Properties outside the Perimeter Wall including any area up to the property line of any adjacent landowner, including the parkway and street or Highway right-of-way, subject to the requirements and ordinances of the City of Jacksboro.

(e) **"Declarant"** shall mean and refer to the Briar Oak Estates Authority, also referred to as the "BOEA", and the successors and assigns (if any) of the Declarant with respect to the voluntary disposition by Declarant of all (or substantially all) of the assets of the Declarant and/or the voluntary disposition of all (or substantially all) of the rights, title and interest of the Declarant in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Lots from the BOE in the ordinary course of business shall be considered as "Declarant."

(f) **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Briar Oak Estates Homeowners Association and any amendments, annexations and supplements thereto made in accordance with its terms.

(g) **"Improvement"** shall mean every structure and all appurtenances thereto, of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, cabanas, cart barns, garages, storage structures, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

(h) **"Lot"** shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property, as amended from time to time, which is designated as a Lot therein and which is or will be improved with a residential dwelling in conformity with the building restrictions herein set forth. Although some portions of the Common Properties may be platted as a "Lot" on the subdivision plat, these lots shall be excluded from the definition of "Lot" as used herein. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property. Any reference in Article IX hereof to the visibility of an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

(i) **"Member"** shall mean and refer to each Owner of a Lot.

(j) **"Owner"** shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation to any mortgagee or Trustee or beneficiary under a deed of trust unless and until any such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) **"Plans and Specifications"** shall mean the documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

(l) **"Property" or "Properties"** shall mean and refer to all such existing properties and any additions thereto, as are subject to this Declaration, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Property. The Property is located in the City of Jacksboro, Jack County,

State of Texas, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes.

Section 2.2. Additions to Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modification of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of two-thirds (2/3) of the outstanding votes of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

Section 2.3. Removal of Property. Declarant may remove eligible portions of the Property (See Exhibit A) from the scheme of this Declaration by filing of record a Release of Restrictions describing the portion of the Property which has been released.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. The Board of Directors of the Association ("Board") may declare that an Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or any other assessments of any nature. Such declaration of suspension by the Board shall not in any way modify that Owner's obligations and responsibilities under this Declaration. The Board may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full. Membership is not intended to include persons or entities that hold an interest merely as a security for the performance of an obligation.

Section 3.2. Voting Rights. The Association shall have one class of voting membership. CLASS A: Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect

to any such Lot

Section 3.3. Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time. Subject to the provisions of Section 3.2 above, any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control a majority of the outstanding votes of the Association.

ARTICLE IV GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 4.1. Powers and Duties. The affairs of the Association shall be conducted by the Board. The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article VI below, the following:

- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
- (b) Any public or private trash and garbage collection service and security arrangements;
- (c) Taxes, utilities and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owner(s), if any;
- (d) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board. Any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party;
- (e) Legal and accounting services;
- (f) A policy or policies of insurance, insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board, including a policy or policies of insurance as provided in Article VII hereof;
- (g) Workers compensation insurance to the extent necessary to comply with any

applicable laws;

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided herein and in the Bylaws of the Association:

(i) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(j) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to:

- (i) taxes on the Common Properties;
- (ii) insurance coverage (if any) on Common Properties, as they relate to the assessment, collection and disbursement process envisioned by Article VI hereinabove; and
- (iii) utility installation, consumption and service matters;

(k) To borrow funds to pay costs of operation or infrastructure replacement, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit, or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(l) To enter into contracts, maintain one (1) or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(m) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(n) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;

(o) To make available for inspection by Owners within ninety (90) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals;

(p) Pursuant to Article VII herein, to adjust the insured amounts, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover

the deficiency; and

(q) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

Section 4.2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Association, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority under Section 12.2 hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

Section 4.3. Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

Section 4.4. Liability Limitations. Neither any individual Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association, or otherwise. Neither Declarant, the Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, form or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

Section 4.5. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

Section 4.6. Restrictions on Contracts. Neither Declarant nor the Association may directly or indirectly enter into any management agreement or any other contract on behalf of the Association which extends beyond January 15, 2016 as provided in Section 3.2 of this Declaration. The Association may, however, following such date, enter into new management agreements or other contracts in accordance with this Declaration.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 5.1. Members' Easements of Enjoyment. Subject to the provisions of Section 5.3 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, on such Lot shall have (subject to the limitations set forth in Section 5.3 below and Article VIII below) a right and easement of use, recreation and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot, provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 5.2. Title to the Common Properties. Declarant will hold record title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section 5.1 hereof.

Section 5.3. Extent of Members' Easements. The rights and easements of use, recreation and enjoyment created hereby shall be subject to the following:

(a) The right of Declarant or the Association to prescribe reasonable regulations and policies governing, and to charge fees and or deposits relating to, the use, operation and maintenance of the Common Properties affecting the welfare of the Members;

(b) Liens or mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by Declarant to develop and improve the Property or by the Association to improve or maintain the Common Properties;

(c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purpose of the Association;

(d) The right of Declarant or the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of Declarant or the Association to suspend voting rights of any Member and to suspend the right of any individual to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a Lot owned and/or resided upon by such individual remains unpaid, for any period deemed reasonable by the Association for an infraction of the then-existing rules and regulations;

(f) The right of Declarant independently and/or the Association to dedicate, convey, sell or lease all or any part of the Common Properties to any municipal corporation, public agency, authority, or utility company for such purposes and upon such conditions as may be agreed upon by Declarant and the Members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the eligible votes has been recorded, agreeing to such dedication conveyance, sale or lease, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than thirty (30) days in advance;

(g) The right of the Declarant or the Association to enter into and execute contracts

with the owner-operators of any community antenna television system ("CATV") or other similar operations for the purpose of extending cable or utility service on, over or under the Common Properties to ultimately provide service to one or more of the Lots;

(h) The right of Declarant or the Association to limit the number of guests of members;

(i) It is understood that an Owner or Owners may have periodic functions during which time more than one (1) parking space may be required by such Owner and consideration should be given to the needs of other Lot Owners. All private vehicles of the Owners must be kept in garages and not in common parking areas. No boats, trailers, motor homes or recreational vehicles may be parked in common parking areas. No parking spaces shall be designated for the private use of any Member, tenant or guest.

(j) Other than for purposes of short term loading or unloading, no Owner or guest may park any vehicle on either side of a street in designated cul-de-sacs where street widths are less than twenty-four (24) feet. Declarant and/or Association reserve the right to remove any such vehicle, without prior notice, at vehicle owner's expense.

Section 5.4. Exempt Property. The following property otherwise subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All Properties dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Properties as defined in Article I hereof;

(c) Any and all areas which may be reserved by the Declarant on the recorded plat(s) of the Property.

ARTICLE VI COVENANTS FOR ASSESSMENTS

Section 6.1. Declarant and Owner Acceptance of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties, including, without limitation, those matters described within Article IV hereof:

(b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided; and

(c) Special individual assessments and fines levied against individual Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 6.2. Creation of Lien. Declarant hereby reserves a vendor's lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of hereof, and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorneys' fees. Such lien may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be the obligation of and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following:

(a) Assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and

(b) Amounts due under any first lien deed of trust duly recorded prior to the recordation of any lien assessment as provided in Section 6.3 of this Article VI.

Section 6.3. Assessment Lien. It is the sole responsibility of each respective Owner to pay all Assessments in a timely manner.

(a) All sums assessed but unpaid, including interest thereon at the maximum rate permitted by law from the date such assessments are due until said assessments are paid (subject to the provisions hereof limiting the interest collected for, charged or received to the maximum permitted by applicable law,) shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 6.2. Declarant, or the Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, and the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Jack County, Texas. Such lien may be enforced by the foreclosure upon the Lot by Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay, any unpaid

assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owner's default by either Declarant, the Board or such mortgagee.

(b) The amount of the assessments assessed against the Lot shall also be the personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing on or waiving the lien securing same.

(c) Owner, by acceptance of the deed to a Lot, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or by abandonment of Owner's Lot.

(d) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner and an additional late charge for each month that any portion of an assessment remains unpaid. The late charge shall be in the amount of Thirty and No/100 Dollars (\$30). A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special assessments.

(e) Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.4. Purpose of Assessments. Annual Assessments levied by the Association shall be used exclusively for the purposes of:

- (a) Promoting the health, recreation, safety and welfare of the residents of the Property;
- (b) Improving and maintaining the private walkways, recreational areas, parking areas, or other properties, services and facilities directly related to the use, maintenance and enjoyment of the Common Properties;
- (c) The payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto;
- (d) The payment for electricity for streetlights and exterior lights and the repair, replacement and additions of various items within the Common Properties;

(e) Trash and garbage collections and security arrangements, as may be determined necessary and appropriate by the Association from time to time;

(f) Paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Properties;

(g) Carrying out the duties of the Board as set forth in Article IV hereof;

(h) Carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and

(i) For any matter or thing designated by the City of Jacksboro in connection with any zoning, subdivision, platting, building or development requirements.

Section 6.5. Basis and Amount of Annual Assessments. Annual Assessments shall be payable as follows:

(a) Under Phase 1A of the development, under the plans and specifications of the Property, the annual assessment shall be Seven Hundred Fifty Dollars (\$750.00) per Lot (calculated on the pro-rata basis of Sixty-Two Dollars and 50/100 Dollars (\$62.50) per Lot each month).

(b) Under Phase 1B of the development, under the plans and specifications of the Property, the annual assessment shall be One Thousand Five Hundred and No/100 Dollars (\$1,500) per Lot (calculated on the prorated basis of One Hundred Twenty-Five and No/100 per Lot each month). The maximum Annual Assessment may be increased effective April 1 of each year, without a vote of the membership, by a percentage amount equal to or less than the annual rise, if any, of the Consumer Price Index for all Urban Consumers, (hereinafter referred to as CPI-U, published by the Department of Labor, Washington, D.C.) for the preceding twelve (12) months.

(c) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual Annual Assessment at an amount equal to or less than the then-existing maximum Annual Assessment.

(d) The Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall upon written request at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid or if there is any assessment past due. A reasonable charge may be made by the Committee for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid or to be due.

Section 6.6. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment ("Special Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Section 6.7. Landscape Maintenance Assessments. The Board shall fix the amount of Landscape Maintenance Assessments for each Lot payable quarterly. The Landscape Maintenance Assessment on each Lot Owned shall be Fifty Dollars (\$50) per quarter until such time as the Lot landscaping has been installed. From that month beginning immediately following installation of the Lot Owner's landscaping through April 1, 2017, that amount shall be calculated as \$.90 per square yard of front landscaped area per month. (Example: 200 square yards of front landscaped area will be assessed One Hundred Eighty Dollars (\$180) per month). From and after April 4, 2017, the Landscape Maintenance Assessment may be adjusted on a percentage basis as the Annual Assessment provided in Section 6.5 (b) and (c). Landscaped areas will not include walkways, driveways, paved courtyards or paved aprons at the curb. Maintenance shall include all mowing, trimming, hedging, bed preparation, weeding, fertilizing, pest control and overseeding for the front landscaped area designated as the front building line to the curb.

Section 6.8. Uniform Assessments. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and will be collected on a quarterly basis, in advance or as otherwise designated by the Board. However, the Landscape Maintenance Assessments shall be calculated based upon per square yard of front landscaped area for each Lot.

Section 6.9. Assessments Paid by Declarant. From the first month following Development Completion as defined in the Lot Sales Contract with each Lot Owner, until the later of the sale by Declarant of seventy (70) Lots or until January 1, 2025, Declarant shall pay Annual Assessments on each Lot owned equal to one hundred percent (100%) of that amount defined in Section 6.5. After the later of the sale of seventy (70) Lots by Declarant or until January 1, 2025, the Annual Assessment for each Lot owned by Declarant shall be adjusted to an amount equal to fifty percent (50%) of the Annual Assessment provided for in Section 6.5. Declarant shall not be charged any Special Assessment. Declarant shall pay for landscape maintenance separately on each Lot owned.

Section 6.10. Assessments Due Dates. The Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly or monthly basis, and accordingly, the Board shall prescribe the appropriate due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessment under Sections 6.5, 6.6 and 6.7

hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 6.11. Duties of the Board with Respect to Assessments. In the event of a revision to the amount or rate of the regular base assessment, or establishment of a special group or special individual assessment, the Board shall fix the amount of the base assessment against each Lot, and the applicable due dates for each assessment, at least sixty (60) days in advance of such date or period, and the Board shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association. Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

Section 6.12. Rights of City of Jacksboro. Unless otherwise approved by seventy-five percent (75%) of the outstanding votes within each voting class, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event that:

- (a) The Association dissolves and the Common Properties shall not be either
 - (i) dedicated to and accepted by an appropriate municipal corporation, public agency, authority or utility to be devoted by the Association, or
 - (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties for which it is obligated to maintain hereunder;

then, in either such event, the City of Jacksboro, Texas, shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of twenty-one (21) days following receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the City of Jacksboro may collect, when the same become due, all assessments-annual, landscaping maintenance or special, levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining or caring for the Common Properties; and, if necessary, enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, the City of Jacksboro may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made.

ARTICLE VII

INSURANCE; REPAIR AND RESTORATION; SECURITY ARRANGEMENTS

Section 7.1. Right to Purchase Insurance. Declarant and/or the Association shall purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon or appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier; and

(b) Public liability and property damage insurance on a broad form basis; fidelity bond(s) for all officers and employees of the Association having control over the receipt or disbursement of funds; and Officers' and Directors' liability insurance.

Section 7.2. Insurance Proceeds. Declarant and the Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article VII, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

Section 7.3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a Special Assessment as provided for in Article VI of this Declaration to cover the deficiency.

Section 7.4. Public Liability Insurance. Declarant and/or the Association will seek to carry public liability insurance generally covering bodily injury and property damage on the Common Properties arising out of negligent acts by employees, Members or authorized representatives of the Association.

Section 7.5. Insurance of Owners' Real and Personal Property. Each Owner expressly understands, covenants and agrees with Declarant and the Association that:

(a) Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner or their respective family members and guests;

(b) Each Owner shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal property.

Section 7.6. Pedestrian and Vehicular Traffic. Each Owner will cooperate with Declarant, the Association and the ACC in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within the

Property and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time, related to the entry upon and use of any private streets, alleys and other common areas within the Property.

Section 7.7. Hold Harmless. EACH OWNER RELEASES AND HOLDS DECLARANT AND THE ASSOCIATION HARMLESS from any uninsured liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the security system, private streets, common areas, and Managed Landscaping within the Property, including, without limitation:

- (a) The interviewing, hiring, training, licensing, bonding and employment of security personnel;
- (b) The instruction, directions and guidelines issued to or by the security personnel; and
- (c) The duties, performance, actions, inactions or omissions of or by the security personnel; and
- (d) The operation or performance of any security system, either associated with each Owner's respective security system or the security system providing general or emergency access; and
- (e) Landscaping.

ARTICLE VIII USE OF COMMON PROPERTIES

Section 8.1. Common Properties. The Common Properties may be used and enjoyed by Lot Owners and their families, tenants and guests in a manner which demonstrates respect for the rights and benefits of others.

Section 8.2. Restrictive Actions by Members, No Lot Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increased cost of any insurance carried by the Declarant or the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

Section 8.3. Alterations to the Common Area. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or placed in or removed from the Common Areas, without the prior written consent of the Board.

Section 8.4. Parking Spaces. Ownership of each Lot shall entitle the Owner or Owners thereof to non-exclusive access to not more than one (1) guest automobile parking space, which shall be as near and convenient to said Lot as reasonably possible, together with the right of

ingress and egress in and upon said parking areas. Areas or spaces designated in the Common Areas for visitor parking shall be for the exclusive use of visitors, and where possible, shall be limited to one (1) per Lot Owner.

Section 8.5. Damage to the Common Areas. Each Owner shall be liable to the Corporation for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner, members of the Owner's family, tenants, tenant's family, guests or invitees.

Section 8.6. Rules of the Board. All Owners, members of Owner's family and guests shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner, member of Owner's family, tenants, tenant's family, guests or invitees determined to have violated said rules and regulations shall be liable to Declarant and/or the Association for all damages and costs, including reasonable attorneys' fees.

Section 8.7. Use of Common Properties. Use of the Common Properties shall be limited to Members, their families, tenants, tenant's family, guests or invitees. No person or entity shall use any portion of the Common Properties to:

- (a) Solicit, promote or conduct business, religious, political or propaganda matters;
or
- (b) Distribute handbills, newsletters, flyers, circulars or other printed materials; without the prior written consent of the Association (which consent may be withheld in its sole and absolute discretion).

Section 8.8. Private Streets and Alleys. The entry, entry gatehouse, streets, sidewalks, parks, cul-de-sacs and alley network within Briar Oak Estates are "private" and constitute a portion of the Common Properties which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article VIII, the Board is specifically authorized to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing use of the entry, entry gatehouse, streets, sidewalks, parks, cul-de-sacs and alleys covering items such as (but not limited to):

- (a) Identification and entry programs for Owners, tenants, their respective immediate families, their guests and vehicles owned or driven by any of them;
- (b) Speed limits, designated parking areas, restricted parking areas and no-parking areas;
- (c) Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) A "fines" system through which the Association may levy and collect fines from its Members for violations of the applicable rules and regulations;

(e) Disclaimers of liability for any and all matters or occurrences on or related to the Common Property.

ARTICLE IX USE RESTRICTIONS

Section 9.1. Residential Use. All Lots (excluding, however, those platted Lots on which certain Common Properties will be located) shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family dwelling, a private garage for two (2) or more automobiles and accessory structures. Guest quarters must be attached to the primary residence and be accessible through a climate controlled space. Guest quarters may not be detached.

Section 9.2. Development Activity. Notwithstanding any other provisions herein, Declarant (and its successors and assigns) and Builders, shall be entitled to conduct on the Lots all activities normally associated with and convenient to the development of the Lots and the construction and sale of dwelling units on the Lots.

Section 9.3. Nuisances. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. The ACC or Association, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

Section 9.4. Temporary Structures. No structure of a temporary character, including, without limitation to the generality thereof, any trailer, tent, shack, garage, bam, motor home or mobile home or other outbuilding, and no prefabricated or relocated structures, shall be used on any Lot at any time as a residence, either temporarily or permanently. However, Builders may erect temporary facilities for use by workers in their respective construction activities provided that they are removed within thirty (30) days after completion of construction.

Section 9.5. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Owner's Lot, mounted, painted or attached to any fence, wall or other improvement so as to be visible to public view. No sign or advertising emblem shall be mounted on any vehicle or trailer parked or driven in the subdivision, carried by any person or by any other means displayed within the subdivision except the following:

(a) **For Sale Signs.** An Owner may erect one (1) sign not exceeding two (2) feet by three (3) feet, fastened only to a post in the ground advertising the Property for sale. No signs may be placed in the windows of the residence;

(b) **Contractor and Architect Signs.** Builder may place upon a Lot not more than four (4) subcontractor, vendor and architect signs, including his own for the period of construction only. No Sign shall exceed two (2) feet by three (3) feet or be higher than three (3) feet above the ground. All contractor and architect signs must be removed upon completion.

(c) **Political Signs.** Political signs may be erected upon a Lot by the Owner 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 forty-five (45) days in advance of the election to which they pertain and are removed within five (5) days after the election. Such signs shall not exceed two (2) feet by three (3) feet and may not exceed three (3) in number. No signs of any nature may be placed in the Common Areas other than those placed by the Association.

(d) Security Signs, signs displaying the name of a security company may be erected on a Lot, provided that such signs are ground mounted, limited to three (3) in number and no larger than eight (8) inches by twelve (12) inches. Four (4) inches by four (4) inches window stickers are allowed, all signs are subject to the approval of the ACC.

(e) Informational Signs. Signs stating rules, regulations or directions may be placed in those locations designed to achieve the greatest visibility with the least disturbance for any Lot Owner and must be placed only in a Common Area or private street right-of-way. No such signs shall exceed two (2) feet by three (3) feet. All signs are subject to the approval of the ACC.

(f) Service and delivery vehicles serving Residents or driven by guests or Residents. Residents shall not park such vehicles in any Common Area. Parking in Common Areas by those providing specific services on behalf of Residents shall be limited to that period of service. Except in cases of an emergency, these vehicles shall not be parked in the Common Areas over night.

In no case shall the total number of signs on any Lot exceed four (4).

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored, driven in, or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section 9.6. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Area or on any easement unless in use for maintaining such Common Areas, Except for loading and unloading, all street parking except in areas so marked and designated is discouraged. No vehicles may be parked at any time in the cul-de-sac areas noted as fire lanes.

Section 9.7. Campers, Trucks, Boats, and Recreational Vehicles. Vehicles with a cargo capacity of over one (1) ton and/or trucks with advertisements, lettering, or signs on their exterior shall not be kept overnight in the street, designated parking areas or in any visible location on the Lot of any Owner. Boats, motorboats, houseboats or other similar waterborne vehicles, and trucks, buses, trailers, mobile homes, camp mobiles, campers and all other vehicles other than conventional passenger automobiles, may be parked in front of a Lot or in a driveway only during the day and only for the purpose of loading or unloading, Storing of any of the above

mentioned vehicles on the Lot are subject to the following: The vehicle must be located entirely within the boundaries of the paved area of each Lot. It must be in a fully operational condition. No repairs other than minor maintenance of the vehicle will be allowed on the Lot. The vehicle cannot be visible to the public or any Lot Owner from any street, alley, common area or adjacent Lot. Storage of the vehicle must be brought into full compliance with any and all rules and regulations as may be promulgated by the ACC from time to time.

Section 9.8. Commercial or Institutional Use. No Lot or building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for temporary construction offices.

Section 9.9. Tag Sale, Estate Sale, Garage Sale. No resident shall conduct any Tag Sale, Estate Sale or Garage Sale or any other form of public sale where items are displayed outside the residence or where the general public is invited to the residence.

Section 9.10. Businesses. No resident shall conduct any commercial business from the home that uses employees, other than family members, that requires shipping or receiving of products and materials, or that requires storage of materials or products any kind. All uses of the residence shall be in compliance with the City of Jacksboro zoning ordinances for residential zones.

Section 9.11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, that no more than three (3) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances including leash laws and pooper-scooper requirements. All pet Owner's are responsible for the immediate clean up and disposal of all of their pet's waste in any public area or yard.

Section 9.12. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in City approved containers as required by the City of Jacksboro ordinances. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where it is visible from any street or adjoining Lot except solely on a day designated for removal of garbage and rubbish and such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal, but shall be removed from view before the following day.

If after ten (10) days prior written notice an Owner shall fail to control weeds, grass and/or other unsightly growth or remove trash, rubble, building and construction debris, and not exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Board shall have the authority and right to go onto said Lot for the purpose of correcting the problem. The Board shall have the authority and right to fine and collect from the Owner of such Lot a sum not to exceed Three Hundred Dollars (\$300) for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning as provided in Article VI. The

finest, together with interest (at the highest permitted lawful rate per annum) thereon and any cost of collection thereof, shall be the personal obligation of the Lot Owner as well as a charge on the Lot and shall be a continuing lien upon the Lot against which such fine is made. Each such fine, together with interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the Owner of such Lot at the time when the fine occurred. The lien securing any such fine shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

Section 9.13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon in or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts will be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above or below the surface of the ground.

Section 9.14. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping, drainage or construction of improvements thereon.

Section 9.15. Repair of Building. Each unit Owner shall maintain and repair the exterior of his or her unit and yard in a well-kept, clean and orderly condition and shall keep all painted surfaces in good unfaded, unpeeling condition.

Section 9.16. Unfinished Structures. No structure shall remain unfinished for more than eighteen (18) months after construction has commenced. (Construction shall be considered to have commenced at such time as foundation forms are set.) Construction of the primary residence shall begin no later than eighteen (18) months after ownership of the Lot has been legally conveyed by Declarant. In no case shall any structure be left unfinished for more than three (3) years after the purchase of the Lot.

Section 9.17. Violation of Laws or Regulations. No Owner shall permit anything to be done or kept in his residence, on his Lot or in the Common Areas which would violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase the premium(s) for, any insurance carried by the Declarant and/or Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

Section 9.18. Minimum Floor Area. Each single-family residence shall contain the minimum square footage of air-conditioned floor space (exclusive of garages, porches, and other incidental buildings) as set forth below:

<u>Lot Size</u>	<u>Minimum Square Footage</u>
Greater than 40,000 square feet	3,000 square feet
12,000 – 40,000 square feet	2,000 square feet
Less than 12,000 square feet	1,600 square feet

Where a single family residence is two stories, a minimum of 2,000 s.f. shall be on the first floor. No building or structure on any Lot shall exceed two stories in height plus an attic which may be used only for storage.

The minimum square footage of the following corner lots without rear alleys may be reduced by ten percent of the lot square footage because of additional setback requirements. These lots are identified as _____.

It is anticipated that residences will meet or exceed these minimum thresholds for square footage of air conditioned living area except and unless there are special circumstances or unique design solutions, which may be only sanctioned by the ACC.

Section 9.19. Minimum Setbacks. Any improvement shall comply with the following requirements:

Building Structures

Street footage (including corner lots)
Side yard (adjoining lots)
Rear yard (adjoining lots or alley)

Minimum Setback

30 feet from the front
10 feet from the side
25 feet from the rear

Garage Doors

No specific requirements

Minimum Setback

10 feet from the side

Yard Walls

Walls, front yard, 3 feet high maximum
Walls, front yard, 8 feet high maximum
Walls, side and rear yard
Walls, rear alley

Minimum Setback

No setback
No setback
No setback
No setback

Section 9.20. Clear Sight Triangle. (Referenced as P.O.S.E on the recorded plat) No fence, wall, hedge or planting that can obstruct sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street and in a line connecting them at points twenty (20) feet from the intersection of the street property lines or in the case of rounded property corners, from the intersection of street property lines extended. (DIAGRAM) The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9.21. Garages and Accessory Structures. Garages accommodating at least two (2) cars, either attached or detached are required for each residence. Conventional carports are not permitted within public view from the street or adjoining Lot Owners. Porte Cocheres, which are more formal, are permitted with review on a case-by-case basis by the ACC. Where any Lot has an adjoining public alley, the garage must be accessed from that alley, not from the

street. Garage doors facing directly toward any street frontage shall be thirty (30) feet from the property line. The setback for a side entry approach garage shall be no closer than fifteen (15) feet from the street facing property line and must have a minimum four (4) feet high by ten (10) feet long screen wall. The need for, or height of, such retaining wall may be reduced or mitigated by the distance of such garage from the street. The garage door for alley access garages shall be a minimum of fifteen (15) feet from the property line permitting an automobile to move completely out of the alley. The garage doors may be placed on the building setback lines as long as provisions are made to provide for two (2) off street parking spaces elsewhere on site.

Section 9.22. Driveways. Maximum driveway width from the curb to the building setback line will be no greater than fifteen (15) feet. A four (4) foot radius is permitted at the intersection of the drive with the public curb. All Lots adjacent to public alleys must use the alley for driveway access. Shared driveways between Lots are permissible.

Section 9.23. Gazebos, Greenhouses or Storage Sheds. No freestanding gazebo, arbor, greenhouse, storage shed or other similar structure shall be erected, constructed or placed upon any Lot without prior written approval by the ACC.

Section 9.24. Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, swing sets, sport courts and tennis courts of either permanent or temporary nature may be placed only between the rear property line of the Lot and the back of the residence. All of the above are subject to the same setback requirements as the primary residence and outbuildings. Any owner wishing to construct any of these facilities must submit plans and specifications in writing to the ACC including but not limited to lighting, fencing and drainage. Such improvements must be screened from view of all adjoining Lots.

Section 9.25. Pools and Pool Equipment. No outdoor pool, whirlpool, or hot tub may be erected, constructed or installed without prior written consent of the ACC. Above ground pools are expressly prohibited. All pool areas will be enclosed with a minimum six (6) feet high wall with a self-closing entrance to prohibit unauthorized admittance. All pool service equipment shall be fenced so as not to be materially visible or audible from any residential street, alley or adjoining Lot. Any owner wishing to construct a pool must submit plans and specifications in writing to the ACC including but not limited to lighting, fencing, drainage and equipment location.

Section 9.26. Fences. All fences and/or walls, with the exception of fence or walls on alleys, must be masonry and similar to the material used on the residence. Fences along alleys which are in the rear of the lot and not visible from any street may be constructed of wood. As in the case with all improvements, all colors and stains must be approved by the ACC. Doorways and gates in the fences or walls may be wood or wrought iron. All walls, fences and gates within public view or in view of neighboring Lots are subject to review by the ACC. Fencing for Phase 1A Lots shall be constructed of either wrought iron or wood. Notwithstanding anything herein to the contrary, back yard fencing for Phase 1A Lots 20, 21, 22, 24 and 25 are required to be constructed of wrought iron since they back up to the pond and/or common area.

Section 9.27. Utility Meters and Air Conditioning Equipment. All mechanical

equipment shall be sufficiently screened so that it will not be seen from any public area or any adjoining Lots. Equipment screens shall be constructed of materials that match those used on the residence.

Section 9.28. Exterior Sculpture. All exterior sculpture, fountains, flags and other decorative accessories on the Lots or Property are subject to review and approval by the ACC.

Section 9.29. Mail Boxes. In working with the United States Post Office per their requirement to achieve maximum pairings the Declarant will determine the location of each respective mailbox. Lot Owners will purchase from the Declarant standard mailboxes. The final installation is subject to review by the ACC. Mailboxes for lots in Phase 1A and 1B are subject to the specifications for mailboxes in Phase 1A and 1B.

Section 9.30. Landscape Design Objective. Declarant has enlisted the landscape design and construction services of a Landscape Architect to provide both landscape design and implementation for the public areas and the front yards of each lot in the development. This service is included as part of the base price of each respective lot. The Landscape Architect's landscape concepts plans will be in keeping with the Objectives set forth in the Architectural Design Guidelines of Briar Oak Estates set forth in Article X below. These Objectives encourage the creation of overall aesthetic harmony throughout Briar Oak Estates. The high landscape standards in the public spaces and parkways will be carried through to the individual homesites. The landscape designs will reflect the unique character of each home, and the desires of its Owners, while also blending into an overall community landscaping environment that provides a unified and elegant atmosphere for both homeowners and visitors alike. The ultimate goal of the Master Landscape Plan is to further the philosophy of Briar Oak Estates – the creation of an individualistic, yet harmonious development - to be enjoyed by all, and one that will age gracefully.

Section 9.31. Landscape Design. All planting designs will be completed with attention to the architecture of the home, and the appropriate garden design reflecting the style. A meeting with the Owner, architect or designer will take place prior to any landscape planning, so that the landscape designer may gain a full understanding of the project. The goals and desires of the Owner and architect will then be taken and transformed into a landscape design which achieves the Owner's vision for the landscape as a compliment to the residence, while adhering to the overall planting scheme of Briar Oak Estates. With the design consultation of the Association's landscape architect, homeowner's may select plant materials from a palette designed to promote harmonious landscaping, depth, texture and color throughout the seasons. Plant materials, including shade trees, ornamental trees, shrubs, sod and bedding will be provided for each lot based upon a formula using the approximate square footage of the front yard of each lot. This information is available from the Briar Oak Estates Sales Office. Annual color planting beds will be tailored to the Owner's request, and at Owner's expense, and can be planted according to color schemes selected by the Owners. The ultimate goal will be a landscape installation that compliments the individuality of each home, while carrying through the philosophies in the Architectural Design Guidelines, leading to a development that is unique yet cohesive and unified in its flow.

Section 9.32. Landscape Plant Palette. The Landscape Architect designated by Declarant or the Association from time to time ("Landscape Architect") will use plants which are well adapted or indigenous to our region (see attached Landscape Plant Palette "Exhibit B"). All planting bed lines and tree planting layouts will blend into adjacent lots – providing clean lines and no conflict of plant materials upon maturity. Planting bed edging will be consistent – to eliminate the visual cluttering of rock-meets-brick-meets-boulders-meets steel edging. In addition, attention will be paid to the sun and shade patterns surrounding each respective home, to achieve optimal shade creation, desired light or views, environmental microclimates, and final mature growth patterns of plantings. Elevation changes on each lot will be evaluated, ensuring smooth transitions for grading differences and drainage concerns.

Section 9.33. Construction in Place. All units constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses, cast stone and wall panels shall be allowed only with the prior written approval.

Section 9.34. New Materials. Only new materials shall be utilized in constructing any structures situated upon a Lot, unless approved by the ACC.

Section 9.35. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. All detached buildings such as workrooms or garages shall have the same architectural style and color treatment as the main residence.

Section 9.36. Retaining Walls. Retaining walls shall be constructed of rock, where visible from a street or Common Area or any adjoining lot shall be faced with brick, stone or stucco in a manner which matches that used on the dwelling.

ARTICLE X ARCHITECTURAL DESIGN GUIDELINES AND CONTROLS

Section 10.1. Architectural Control Committee. For the purpose of establishing and maintaining a distinctive, and homogeneous residential environment for the benefit and enjoyment of the City of Jacksboro and the Owners, the Declarant hereby establishes the Architectural Control Committee. The ACC shall function as the representative of the Owners of the Lots for the purposes herein set forth, as well as for all other purposes consistent with the creation and preservation of a first-class residential development. The ACC shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property.

Section 10.2. Architectural Control Committee Membership. The ACC will consist of KenSwanand up to two members. Each person will hold office until such time as she/he has resigned, been removed, or her/his successor has been appointed.

Section 10.3. Appointment and Term of Members. All members shall initially be appointed by the Declarant on behalf of the Briar Oak Estates Homeowners Association. All of the members of the ACC will be appointed, removed, and replaced by the Declarant, in its sold

discretion, until the expiration of the Period of Declarant Control or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at the time the Board of Directors will succeed to Declarant's right to appoint, or replace members of the ACC.

The term of office of each member of the ACC will be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ACC member die, retire or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed.

Section 10.4. Membership Requirements. Members of the ACC appointed by the Board or the Declarant need not be members of the Association. One (1) member of the ACC is may be a licensed design professional in the field of architecture. The ACC may contract and/or assign some of the ACC's administrative duties, but not authority, to any qualified design professional as needed.

Section 10.5. Resignation of Members. Any member of the ACC may at any time resign from the ACC upon written notice stating the effective date of the member's resignation to the Board, or to the Declarant, whichever then has the right to appoint and remove members. Any member may be removed at any time by the body that appointed them, with or without cause.

Section 10.6. Functions of the ACC. It will be the duty of the ACC to consider and act upon such proposals or plans from time to time submitted to it in accordance with the design review procedures established by these Controls; to amend the Controls as deemed appropriate with the approval of the Board; and to perform any duties assigned to it by the Declarant, or the Board as set forth in this document and the RCC's.

Section 10.7. Third Party Advice. The ACC may, at its sole discretion, call upon third party professionals to render expert advice on specific issues pertaining to architectural or design review. Compensation for such third party review must be approved by the Board or Declarant.

Section 10.8. Amendment of Design Controls. The ACC may, from time to time with the approval of the Board, adopt, amend and repeal by unanimous vote, rules and regulations to be incorporated into, or amendments of, the Controls, which, among other things, interpret, supplement or implement the provisions of the Guidelines. All such rules and regulations or amendments, as they may from time to time be adopted, amended or repealed, will be appended to and made a part of the Controls. Each Owner is responsible for obtaining from the ACC a copy of the most recently revised Controls.

Section 10.9. Non-Liability. Provided that ACC members act in good faith, neither the ACC nor any member will be liable to the Association, any Owner or any other person for any damage, loss or prejudice suffered or claimed on account of:

(a) Approving or disapproving any plans, specifications and other materials, whether or not defective.

(b) Constructing or performing any work, whether or not pursuant to approved plans, specifications and other materials.

(c) The development or manner of development of any land within Briar Oaks Estates.

(d) Executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct.

(e) Performing any other function pursuant to the provisions of the Controls.

Neither the ACC nor any member, employee or agent will be liable to any party for any action or failure to act with respect to any matter if such action or failure to act was in good faith and without malice.

Section 10.10. Architectural Design Objectives. The following are the architectural design objectives for Briar Oak Estates.

The Architectural Design Guidelines are intended to create a community that is ultimately enhanced with the addition of each new residence. The Architectural Design Guidelines are intended to promote not only the creation of a community that is stately, secure, and confident in its reserve but also one which promotes neighborly respect and pride in the community. Everyone is subject to these guidelines for their benefit and protection as well as for that of the Briar Oak Estates community.

The Architectural Design Guidelines are intended to promote the construction of residences that are distinguished, handsome and reflect a quiet, understated elegance. The ACC will review each proposed residence for its achievement of this objective. The Committee will use the basic architectural principles of scale, proportion, balance, rhythm, unity and character to evaluate each residence. These principles are outlined later, in more detail.

The Architectural Design Guidelines are intended to promote the construction of residences that have a substantial and enduring quality to their appearance. The guidelines specify a selection of masonry materials to be used for the external walls and roof of each residence. These materials include brick, stone, cast stone and stucco for the walls and slate, concrete, terra cotta tile, and composite three-dimensional shingles for the roofs. In addition, the guidelines specify design criteria that promote the substantial quality of each residence. Some of these criteria include recessing the exterior windows from the face of the building to provide depth and a sense of mass, and elevating the first floor twelve (12) inches above the finished grade to promote importance.

The Architectural Design Guidelines are intended to promote the construction of residences that are respectful and complimentary to their adjoining neighbors and to the Briar Oak Estates Community as a whole. The guidelines set forth requirements for building roof layouts, heights, massing and setbacks. These are provided to maintain a relative harmony between adjoining residences. One residence should not over shadow or dominate one that is adjacent to it. As part of the design submittal each residence is required to demonstrate how

the front facades and landscape elements relate to the adjoining Lots.

The Architectural Design Guidelines are intended to enhance the visual appearance of the community and to promote pedestrian enjoyment through unified and harmonious landscaping. Each Owner will have a selection of landscape design and plantings as provided and installed by the Landscape Architect.

Section 10.11. Building Composition. There must be an architectural composition based on the basic architectural principles of proportion, scale, balance, rhythm, hierarchy, harmony and contrast. Each of these architectural qualities should be readily identifiable.

Proportion: Proportion is the relationship between one part of a composition and another, or between one element and the whole. Proportion is similar to scale but is not dependent on using a known size. There are no hard and fast proportioning system rules. Correct proportion is a decision that is made very much by eye.

Scale: Scale is the way that we as humans get some understanding of an object's size. Scale is a way of understanding the relative size of something as related to another element of known size. Scale also occurs when one object or space is seen in relationship with the size of another object or space. In this case there is some overlap with proportion.

Balance: Balance is the arrangement of elements in a composition that achieve a visual equilibrium. Balance depends on the idea of visual weight. For instance, large forms appear heavier than smaller ones, highly textured or detailed surfaces are heavier than smooth or plain, dark elements are heavier than light, complex shapes weigh more than simple shapes. All visual compositions have a balance point or axis within which the balancing takes place. Balance can be achieved symmetrically or asymmetrically.

Rhythm: A powerful design principle is the use of rhythm which is the use of elements in a regular pattern. Rhythm can be simple or complex with either regular or irregular spacing. Elements can be arranged in the same way a composer establishes a musical rhythm.

Hierarchy: In all architectural compositions there are some elements that are more important than others. The architect or designer needs to understand the various dominant and subordinate parts of a building to create a design that enhances these hierarchies and provides a focus on the important features.

Harmony: Harmony in a composition is the agreement of the parts to each other and to the whole. A harmonious design is one in which all the pieces seem to belong, working to reinforce the overall design theme. Harmony is the way that a wide variety of forms, shapes, textures, colors and elements work together to compliment each other creating a unified and satisfying composition.

Contrast: Contrast is necessary for understanding the way we perceive the difference between things, create importance and add interest.

Section 10.12. Building Form. The building form should be based upon traditional masonry construction techniques. The structural organization of the residence should be clearly recognizable. Residences should be articulated with two (2) or three (3) simple volumes of one (1) or two (2) stories with one (1) volume clearly being dominant.

Section 10.13. Responding to Neighboring Residences. In addition, and wherever possible, the building composition should recognize and be respectful to the residences of the adjoining Lots. The Architectural Control Committee will evaluate all submissions with the fundamentals of scale, proportion, hierarchy and harmony.

Section 10.14. Entry Elevation - Finished Floor Height. The entry landing or stoop should be elevated above the yard. The finished floor level at the entry or front door should be a minimum of twelve (12) inches above the final grade of the surrounding yard. Final grade is the average finished ground level within five (5) feet of building.

Section 10.15. Roof Form. It is intended that the dominant mass of the building will be covered by one roof volume with one ridgeline. Typically roof forms should be gabled and/or hipped utilizing a double pitch. The minimum roof slope shall be three (3) feet by twelve (12) feet and the maximum shall be sixteen (16) feet by twelve (12) feet. Only two (2) different roof pitches, within the above ranges, may be used on the residence including any pitches used on gables, dormers and other projections. No more than three (3) different eave heights, as measured from finished floor at entry level, will be allowed. Flat roofs are permissible provided that the roofing material is screened with a parapet of sufficient height so no portion will be visible from the ground level at a street, public area or adjoining lot. Mansard roof designs are accepted from the above design criteria and will be considered on a case-by-case basis by the ACC.

Section 10.16. Roof Height - Primary Residence. The maximum allowable building height, exclusive of chimney and minor roof projections, shall be thirty-two (32) feet. The height of a building shall be the vertical distance measured from the floor level twelve (12) inches above average grade to the deck line of a mansard roof; and to the mid span between eaves and ridge for a gable, hip or gambrel roof. The maximum allowable building height to the highest point of the parapet wall at a flat roof will be twenty-six (26) feet. In no case shall any building exceed a hue vertical height thirty-eight (38) feet above finished entry level. No building or structure on any Lot shall exceed two (2) stories in height plus an attic which may be used only for storage.

Section 10.17. Roof Height - Detached Garage and Utility Buildings. All detached garages, utility buildings and similar structures shall have a maximum building height of twenty- six (26) feet as defined in the previous section.

Section 10.18. Building Elements, Fascias, Eaves, Roof Overhangs and Chimneys. The design of the fascia and eave should be consistent with the style of the house. Building Elements, Fascias, Eaves, Roof Overhangs and Chimneys may not project more than twenty-four (24) inches into the building set back area. This includes gutters, downspouts-rafter tails and cornices.

Section 10.19. Exterior Wall Form and Height. Exterior walls should be simple

refined compositions that firmly anchor the building to the site. On any street frontage, no wall may run more than fifty (50) feet without an offset of at least eighteen (18) inches. No vertical wall surface may exceed twenty-six (26) feet in height without an offset or change of plane.

Section 10.20. Window Proportions. In general, the windows will be double or triple hung, casement, or French casement. They should be vertically oriented in a proportion of one (1) to 1.5 Muntins or mullions dividing the sash should reinforce the verticality of the window. Windows in these proportions may be grouped to form horizontal openings. All windows should have brick moulding or similar trim. The face of this trim should be recessed a minimum of three (3) inches from the face of the exterior wall. In some cases, the ACC will allow the use of windows on the side walls of the residence that are long and horizontal as might be used in bathrooms or kitchen areas. These are not to be used on the front or any street facing facade.

Section 10.21. Front Doors. The brick mold or trim of the front entry door should be recessed eighteen (18) inches from the face of the exterior wall. All other doorways should have brick moulding or similar trim. The face of this trim should be recessed a minimum of four inches from the face of the exterior wall.

Section 10.22. Driveways and Walks. Smooth finish concrete, stained or colored concrete, exposed aggregate concrete, concrete pavers, stamped concrete with integral color, bomanite, flagstone, bluestone, cut stone, slate and brick are approved building materials. Broom finish concrete (unless stained), asphalt, gravel, crusher fines or compacted soils are not acceptable materials. (See Previous Section for allowable Design and Width)

Section 10.23. Yard Walls. All yard walls must be finished in the same material or a material that is complimentary to the principal material of the residence. Consideration of the materials used in adjoining residences should be given to the material selection of shared walls. (See Previous Section for allowable Setbacks, Height and Form)

Section 10.24. Exterior Walls. The exterior materials used in Briar Oak Estates will be of the types used in traditional masonry construction. Each residence is to use one (I) principal material and one (1) secondary material different from the principal material. The principal material is to be used on the wall surfaces and the secondary material is to be used for door and window fenestration, entries, steps, cornices, quoins, etc. Approved materials include cut limestone, ashlar stone, coursed and roughly squared stone, cast stone (cast concrete), brick, and cement stucco. Decorative brick patterns are encouraged. Cement stucco should be used as a principal material and its use as a secondary material will be considered on a case-by-case basis. In general, all materials should be natural and authentic, synthetic look-a-likes will be considered on a case-by-case basis. The use of wood or metal cladding should be limited to areas of trim, fascias, eaves and accents. Exterior walls may not be metal, vinyl, plywood or wood siding, fiberglass, mineral composition or panelized masonry. Samples of proposed exterior materials must be submitted for color approval including all grouts, mortars, cladding and trim colors. The aesthetic merits of any combination of exterior materials are subject to review and approval by the ACC.

Section 10.25. Roofing Materials. Approved roofing materials for Briar Oaks Estate include slate, concrete tile, clay tile, composite three-dimensional shingles, and/or non-reflective, raised seam, galvanized or copper roof. Painted, low luster metal roofs, like a Kynar five hundred (500) finish, may be approved for specific colors. Flat roofs must be finished with a color aggregate ballast or cap sheet matching the walls or other roof materials of the residence. Wood shingles, wood shakes, asphalt shingles, asphalt roll roofing and sealed or painted metal surfaces that are reflective are not allowed. Three-dimensional composition-roofing materials designed to resemble slate in color and texture will be considered by the ACC on a case-by-case basis. Samples of proposed roofing materials must be submitted for color and texture approval. The aesthetic merits of any combination of exterior materials are subject to review and approval by the ACC.

Section 10.26. Chimneys and Flues. All chimneys and flues must reflect traditional masonry construction and adhere to the material requirements defined for the exterior walls above. These requirements are for masonry and zero (0) clearance prefabricated fireplaces as well as all flues from appliances and furnaces. The chimney shall be capped in a way that screens all manufactured flue elements so that the finished appearance is indistinguishable from a true masonry chimney. (See Previous Section for allowable Height and Form)

Section 10.27. Plumbing Vents, Exhaust Vents and Roof Vents. All plumbing vents, exhaust vents and roof vents must be located or disguised in a manner which makes them unidentifiable from the street. No manufactured flue or exhaust pipe elements may be visible from the street. Multiple vents penetrating the roof are discouraged. All efforts should be made to combine roof vents and flues.

Section 10.28. Gutters and Downspouts. All homes shall be fully guttered. Gutters and downspouts should be half rounds and/or square or metal links and made of materials complimentary to the roofing or fascia of the home. The location of downspouts on the front facade must be placed so that there is a logical relationship between the design of the front facade and the downspout mounted to it. Where symmetry is characteristic of the facade, there should be symmetrical placement of downspouts.

Section 10.29. Windows. In addition to the requirements previously outlined, window units shall be double or triple hung, casement, or French casement. Sliding, awning and picture units will be reviewed on a case-by-case basis by the ACC. All windows are to be vinyl, wood, metal clad wood or anodized storefront windows system.

All windows are to have a minimum of one and one-half (1 ½) inch trim or brick moulding on the outside of the frame. No window or door installation will be permitted without this trim except for storefront systems. The face of this trim shall be recessed a minimum of four (4) inches from the face of the exterior wall.

Multi-paned window units are permitted provided that all dividing Muntins are authentic or appear authentic. No snap-in Muntins or grids are permitted. In simulated divided lites, the muntins must appear on both the interior and exterior surface of the windows with the

insulating glass spacer bar matching the muntin pattern. (See Previous Section for allowable Form and Details)

Section 10.30. Doors. In addition to the requirements outlined previously, door units shall be single or double units. All doors are to be wood, metal clad wood, fiberglass, or anodized storefront system. Wrought iron and glass doors will be reviewed on a case-by-case basis by the ACC. No vinyl or aluminum doors are permitted.

All door frames are to have a minimum of one and one-half (1 ½) inch trim or brick moulding on the outside of the frame. No exterior door installation will be permitted without this trim except for storefront systems. The face of this trim shall be recessed a minimum of four (4) inches from the face of the exterior wall except at the front entry where it will be a minimum of eighteen (18) inches.

Multi paned window units in doors are permitted provided that all dividing Muntins are authentic or appear authentic. No snap-in Muntins or grids are permitted. In simulated divided lites the Muntins must appear on both the interior and exterior surface of the windows with the insulating glass spacer bar matching the muntin pattern. (See Previous Section for allowable Form and Details)

Section 10.31. Garage Doors. Garage Doors should be wood panel, wood-faced insulated, or wood-stained fiberglass sectional overhead doors with fenestration or an applied panel pattern. Lightweight hollow metal or aluminum overhead doors are not allowed in areas visible from the street or public way (not including alleys). Garage doors should be placed to mitigate their appearance from the public. (See Previous Section for allowable Setbacks, Location and Screen Wall Requirements)

Section 10.32. Glazing. All glazing shall be double paned or as required to meet the Energy Code of the State of Texas. Glass may be coated or tinted to control solar heat gain. Decorative glass, frosted, colored and or etched may be used for accent areas. Highly reflective glazing material and sun screening films are prohibited for use in windows, glazed doors skylights or other applications.

Section 10.33. Building Projections, Landscape Elements and Accessory Structures
The use of architectural extensions attached to the house such as porches, porticoes, arbors and pergolas to provide both shade and to some extent weather protection is encouraged. The style, materials and details of these architectural elements should be consistent with the architectural style of the house. All porches or porticoes should appear to be an integral part of the design with a minimum depth of six (6) feet.

Section 10.34. Skylights and Solar Applications. Skylights are not permitted where they are visible on the portion of roof seen from the public street. Solar panels are generally discouraged because they can result in excessive glare and reflection. They would only be approved by the ACC if the hardware is integrated into the structure or the landscaping of a Lot such that it is not visible from the public street or any other Lot or property.

Section 10.35. Heating, Ventilating and Cooling. All residences are required to have installed a centrally refrigerated air conditioning system. Heat may be gas fired air, hot water baseboard, radiant electric baseboard or heat pump. Window or wall type air conditioning units are expressly prohibited. All equipment shall be sufficiently screened so that it will not be materially visible from adjoining Lots or public areas. The equipment should be positioned to minimize noise to adjacent properties. Equipment screens shall be constructed of materials that are complimentary to the materials used on the residence. All flues and vents must be hidden from view as previously described. Rooftop equipment is subject to review and approval by the ACC.

Section 10.36. Utilities. All utilities providing services to the primary residence and to all outbuildings shall be installed underground. This includes but is not limited to electrical service, all telecommunication services including television, cable, telephone or satellite, water, sewer and natural gas. The use of LP tanks (propane) is prohibited. The location of all meters shall be made as unobtrusive as possible and is subject to review by the ACC.

Section 10.37. Antennas and Satellite Dishes. No television, radio or telephone antennas or satellite-receiving "dish" larger than twenty-four (24) inches diameter shall be visible from the public street or any neighboring Lots. Exceptions will be considered where reception is impaired and front placement may be mitigated by landscaping.

Section 10.38. Design Review. Improvement plans will be carefully reviewed by the ACC to ensure that the proposed design is compatible with the design objectives and intent at Briar Oak Estates. This design review process must be followed for any of the following Improvements:

- (a) Construction of all new buildings and all outbuildings;
- (b) The renovation, expansion or refinishing of the exterior of an existing building;
- (c) Major site and/or landscape improvements (including pools, athletic facilities, driveways, fountain sculptures or landscape features); and
- (d) Construction of, or additions to, fences or enclosed structures;

Any Improvement as described above will require and be preceded by the submission of plans and specifications describing the proposed Improvements accompanied by an application fee. The ACC evaluates all development proposals on the basis of these Architectural Design Guidelines. The interpretation of these standards is left up to the discretion of the ACC. It is the intention of this design review process that all Improvements comply with these guidelines and all applicable City building code requirements.

Section 10.39. Design and Engineering Professionals. The design guidelines, though not complicated will require a certain technical proficiency and building construction experience to implement. It is strongly recommended that all Lot Owners starting the design review process enlist the professional services of an experienced building designer. These professionals should

have a demonstrated ability and sensitivity toward implementing the established design objectives at Briar Oak Estates. Owners may choose any design professional, but consideration should be given of their ability to understand and implement the Architectural Design Guidelines and all City building codes. Contact the ACC for a suggested design professional list.

Section 10.40. Design Review Process. Briar Oak Estates design review process is a four-step process:

- (a) Pre-Design Conference (Preliminary Design Sketch Submission)
- (b) The renovation, expansion, or refinishing of the exterior of an existing building
- (c) Final Design Review (Resubmission if Required)
- (d) Construction Monitoring

Having secured final design approval from the ACC, the Owner is also required to meet all the submittal and approval requirements of the City of Jacksboro Building Department. Construction cannot commence until all necessary permits and applications are obtained.

Section 10.41. Pre-Design Conference. The Pre-Design Conference is intended to familiarize all Lot Owners with the requirements of the Architectural Design Guidelines and the Design Review Process. The Pre-Design Conference reviews the following areas:

- (a) Review of plot plan with building setbacks and driveway locations.
- (b) Review of site plan and building elevations of adjacent lots when available.
- (c) Preliminary building and site development program ideas and requirements
- (d) Review of the landscape design service and contact information for the landscape design and construction by the Landscape Architect.
- (e) Review of Approved Materials Selections.
- (f) Clarification of Design Guideline objectives
- (g) The requirements, fees, and schedule of the design review process
- (h) Additional survey information requirements.

From this conference, the Lot Owner may decide to informally submit an optional, quick conceptual sketch of the proposed residence. This sketch would most likely be a floor/site plan at 1/8"= 1'-0" scale showing the overall design intent. The purpose of this optional sketch and conference is to confirm that the design professionals are headed in the right direction and are interpreting the Guidelines correctly.

Section 10.42. Preliminary Design Review. After the Pre-Design Conference, the Owner shall submit a written application and the Design Review Application Fee of Thousand payable to the Briar Oak Estates Architectural Control Committee for Preliminary Design Review together with Preliminary Design Review submission materials described below.

Required Preliminary Design Review Submission

The Lot Owner shall prepare and submit to the ACC for review and approval a Preliminary Design Review package which should adequately convey existing site conditions, constraints, building orientation and design, vehicular and pedestrian access, the proposed use of exterior materials, colors, and conceptual landscape design. It is recommended that all architectural plans be prepared by a building design professional. Landscape plans are to be prepared by the Landscape Architect. The submission shall include the following:

Preliminary Design Review Application Form

Two (2) Sets of architectural and engineering drawings and two (2) sets of these plans reduced to eleven (11) inches by seventeen (17) inches containing the following information:

Location Map - indicating location of Lot within Briar Oak Estates

Site Plan - 1"= 20' minimum scale, showing existing topography and proposed grading and drainage (1' contour interval), building footprint with finished floor grades, driveway, parking area, turnarounds, drainage, fences/walls, patios, decks, pools, and any other site amenities. If available, show how this plan relates to improvements on adjoining lots.

Schematic Floor and Roof Plans – minimum scale 1/8" = 1'-0", showing all floor plan layouts of the first and second floors, including any proposed attics, basements, garages, guest quarters and accessory structures. Include both gross building square footage and air- conditioned square footage.

Schematic Elevations – minimum scale 1/8"= 1'-0, including roof heights, existing and finish grades, building heights and notation of exterior materials.

Rendered Street Facades - minimum scale 1/8" = 1'-0 of the street facing facade(s) illustrating shadow lines and landscaping (including partial elevations of adjoining Lots showing the relationship between the structures if structures either exist or are in the planning process.)

Site Sections - minimum scale 1"=20'-0", showing proposed buildings, building heights, elevations and existing and finished grades in relation to surrounding site, including adjacent Residences and roads as may be required by the ACC.

Conceptual Landscape Plan – a conceptual plan at 1"=20'-0" minimum scale, irrigated areas, areas of planting, preliminary plant list, total square footage of landscape area, water features, pools, patios, decks, and any other significant design elements. This plan will be prepared by the Landscape Architect after consultation with the Lot Owners design professional.

Section 10.43. Staking. (If requested by the ACC) The Owner will stake the location of corners of the proposed buildings and all other major Improvements upon submittal of preliminary design review documents. In those instances, where exceptions are requested, the ACC may require that ridgeline flagging be erected to indicate proposed heights of buildings.

Section 10.44 Preliminary Design Review Meeting. Upon receipt of the required documents and staking of the property, the ACC will notify the Owner of the scheduled meeting date to review the preliminary design documents. The Owner and/or Consultant(s) must be present at the meeting, or the submittal will be postponed and rescheduled. The ACC will review and comment on the application at the meeting, allow time for discussion with the Owner and/or consultant(s), and subsequently provide the Owner with the conclusions of the meeting in writing.

The comments of the ACC on the preliminary submittal are advisory only, and shall not be binding upon either the Owner or the ACC. A second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the ACC a minimum of five (5) working days prior to the next regularly scheduled meeting. Upon approval, the ACC will return to the Owner one (1) set drawings with any comments made during the process. These must be resubmitted with the Final Design Review submission.

Section 10.45. Final Design Review. Within six (6) months of Preliminary Design Review approval the Owner shall initiate Final Design Review by submitting required Final Design Review documents. Those documents and procedures for Final Design Review are described below.

(a) Final Design Review Submission

The Applicant shall provide all information necessary to reflect the design of the proposed building(s), landscape or other features requiring the approval of the ACC. Final Design documents shall generally conform with the approved Preliminary Design Review documents. In addition to the architectural and landscape plans the submission should include all necessary civil, structural, mechanical and electrical drawings. All architectural plans submitted are to be prepared by a design professional. All landscape plans submitted are to be prepared by the Landscape Architect.

(b) Final Design Review Applications Form

Approved Set of eleven (11) inch by seventeen (17) inch drawings of the Preliminary Design Review submission with copies of any comments or suggested corrections. Submit four (4) sets full size and two (2) sets of final plans that include the following:

Site Plan – 1"=20'-0" minimum scale, address, lot size, buildable area, property lines with building setbacks, existing topography and proposed grading (one (1) foot contour interval), drainage, building footprint with finished floor grades, driveway, parking area, turnarounds, fences/walls, patios, decks, pools, recreational facilities and any other site amenities. Provide the height, length, and material selections for all exterior walls, screen walls, gates, stairs, planters

and other site features. Show the locations of all mechanical, electrical and pool or spa equipment. If available, show how this plan relates to improvements on adjoining lots.

Floor Plans - 1/4"= 1'-0", indicate all room dimensions, door/window locations and sizes, location of mechanical and electrical systems, fire sprinkler and monitoring systems. Indicate the location and type of all exterior lighting fixtures, proposed fireplaces, and kitchen appliances. Provide floor plans of all Accessory Structures.

Include both total gross square footage and total air-conditioned square footage for all floors including attics or basements.

Roof Plans – 1/8"= 1'-0" Illustrating roof slopes, materials, gutters and downspouts, vents, chimneys and all dormers, roof windows and skylights.

Elevations – 1/4"= 1'-0", illustrate the exterior appearances of all views labeled in accordance with the site plan. Indicate the highest ridge of the roof, elevation of the mid-span of roof, all other ridge heights, eave heights, depths and overhangs, and indicate all roof slopes. Indicate the elevation of each floor, and existing and finished grades for each facade or building elevation. Describe all exterior materials, colors, and finishes (walls, roofs, trim, vents, windows, doors, etc.) and locate all exterior lighting fixtures.

Sections - indicate building walls, floors, and interior relationships.

Finished exterior grades and any other information to clearly describe the interior / exterior relationships of the building as well as the building's relationship to the site and adjoining lots.

Landscape Plans – 1"= 20' minimum, including an irrigation plan, lighting plan, proposed plant materials, and sizes as provided by the Landscape Architect.

Civil, Structural, Mechanical and Electrical Plans as required to illustrate any of the exterior design features of the house. These will be reviewed for compliance with the Architectural Design Guidelines only. They are required to be reviewed by all applicable building authorities.

Section 10.46. Final Design Review Meeting. Upon receipt of the required documents, the ACC will notify the Owner of the scheduled meeting date to review the Final Design documents. The Owner and/or design professional(s) must be present at the meeting, or the submittal will be postponed. The ACC will review and comment on the application at the meeting, allow time for discussion with the Owner and/ or design professional(s), and subsequently provide the Owner with an approval or conclusive recommendations in writing for refinements to the design. A second review meeting may be necessary to review refinements, revisions and/or new materials. In some instances, the ACC may request a final staking of the location of all corners of proposed buildings if the Final Design documents vary substantially from approved Preliminary Design documents. These materials must be provided to the ACC a minimum of five (5) working days prior to the next scheduled meeting.

Section 10.47. Final Design Approval. The ACC will issue Final Design Approval in writing within seven (7) working days of a vote for approval at a Final Design Review meeting. If the decision of the ACC is to completely disapprove the proposal, the ACC shall provide the

Owner with a written statement of the basis for such disapproval to assist the Owner in redesigning the project so as to obtain the approval of the ACC.

Section 10.48. Commencement of Construction. All construction shall commence within six (6) months of Final Design Approval. Failure to commence construction within the stipulated six (6) month period will require resubmission of the Final Design per construction and shall be completed within eighteen (18) months from start of construction. If construction is not started within the allotted time frame all design approvals are revoked and resubmission with full review fee is required.

Section 10.49. Resubmittal of Plans. In the event that final submittals are not approved by the ACC, the Owner will follow the same procedures for a resubmission as for original submittals.

Section 10.50. City of Jacksboro Building Permit. The Owner shall apply for all applicable building permits from the City of Jacksboro Planning and Building Department after receiving Final Design approval from the ACC. Any adjustments to ACC-approved plans required by the City review must be resubmitted to the ACC for review and approval prior to commencing construction.

Section 10.51. Subsequent Changes. Subsequent construction, landscaping or other changes in the intended Improvements that differ from approved Final Design documents must be submitted in writing to the ACC for review and approval prior to making changes.

Section 10.52. Construction Observations. In addition to the building inspections required by the City of Jacksboro the ACC will observe construction to assure compliance with approved Final Design documents and include:

Site Staking – This observation includes review of staking of the construction area including all corners of proposed buildings, setbacks, driveways and all accessory structures.

Framing Observation – This observation must be done prior to enclosure of exterior walls and roof. This is checking for compliance with height and setback requirements.

Final Observation - This observation must be done prior to the Certificate of Occupancy issued by the City of Jacksboro Planning and Building Department.

Observations When Deemed Appropriate – The ACC may at whatever time and as often as it deems appropriate make inspections of the construction site for compliance with the approved design. The Builder or Owner must allow access to the ACC for this purpose.

If changes or alterations have been found that have not been approved, the ACC will issue a Notice to Comply.

Section 10.53. Notice to Comply. When as a result of a construction observation the ACC finds changes and/or alterations that have not been approved, the ACC will issue a Notice

to Comply within three (3) working days of the observation. The ACC will describe the specific instances of non-compliance and will require the Owner to comply or resolve the discrepancies.

Section 10.54. Notice of Completion. The Owner will provide the ACC with a Notice of Completion of any Improvement(s) given Final Design Approval by the ACC. The ACC will make a final inspection of the property within seven (7) working days of the notification. The ACC will issue in writing a Notice of Completion within seven (7) working days of observation. If it is found that the work was not done in compliance with the approved final design documents, the ACC will issue a Notice to Comply within three (3) workings days of observation.

Section 10.55. Right of Waiver. The ACC recognizes that each Lot has its own characteristics and that each Owner has their own individual needs and desires. For this reason, the ACC has the authority to approve deviations from any of the Architectural Design Guidelines contained within this document. It should be understood, however, that any request to deviate from these Guidelines will be evaluated at the sole discretion of the ACC, and that the approval of deviations will be limited to only the most creative design solutions to unique situations. Prior to the ACC approving any deviation from the Architectural Design Guidelines, it must be demonstrated that the proposal is consistent with the overall objectives of these Guidelines and that the deviation will not adversely affect adjoining Lots or the Community of Briar Oaks Estates as a whole.

It is the responsibility of the applicant to notify in writing via registered mail, the Association and surrounding property Owners who may be affected by their deviation request. Such notification must occur no less than two (2) weeks prior to the date the ACC is scheduled to hear the request. The ACC also reserves the right to waive any of the procedural steps outlined in this Design Guideline document provided that the Owner demonstrates there is good cause.

Section 10.56. Design Review Schedule. The ACC will make every reasonable effort to comply with the time schedule for design review. However, the ACC will not be liable for delays that are caused by circumstances beyond their control. The ACC will provide Design Review according to the following schedule:

Pre-Design Conference- Schedule a meeting at the Briar Oak Estates sales office Monday thru Friday during normal business hours. Preliminary sketches can be submitted at anytime to the Briar Oak Estates sales office. Please allow one (1) week for review and comment.

Preliminary Design Review - Application documents are to be submitted fourteen (14) working days prior to the next scheduled ACC meeting. Written comments from the ACC meeting will be provided to the Owner no later than seven (7) working days after the meeting. If deemed necessary by the ACC, a second review meeting may be required. Resubmission must be made five (5) days prior to next scheduled ACC meeting.

Final Design Review - Application documents are to be submitted fourteen (14) working days prior to the next scheduled ACC meeting, and within six (6) months of the Preliminary Design Approval. Written comments from ACC meeting and/or written notice of Final Design Approval will be provided to the Owner within seven (7) working days. If deemed necessary by the ACC, a second review meeting may be required. Resubmission must be made five (5) days prior to next scheduled ACC meeting.

Section 10.57. Application Fees. In order to defray the expense of reviewing the plans, monitoring construction and related data, and to compensate consulting architects, landscape architects and other professionals, the Architectural Design Guidelines establish a total fee of \$100.00 payable to the Association upon submittal of the application for the Pre-Design Conference.

Section 10.58. Application Format. An application and information package is available from the ACC for each submission. Each submission must be accompanied by the required information, as specified in the application package instructions, in order to be scheduled for review. The Owner and/or design consultants must attend the ACC meetings to explain a submission or be available to respond to questions.

Section 10.59. Construction Area. Prior to the commencement of any construction activity the Builder will provide the ACC, for its approval, with a detailed plan of the proposed construction area showing the location and size of the construction material storage and parking areas, and the locations of the chemical toilet, temporary trailer/structure, dumpster, debris storage, fire fighting equipment, utility trenching, and the limits of excavation. Care must be taken to minimize the visual impact of the construction area on neighboring Lots, public areas and roads.

Section 10.60. Builder Construction Insurance Requirements. All contractors and subcontractors must provide evidence of insurance to their lot Owner and the ACC, prior to final design approval. Confirmation shall be evidenced in the form of a valid Certificate of insurance naming Owner, the Declarant and its successor, the Homeowner Association, as additional loss payees. The required insurance must provide coverage not less than Five Hundred Thousand Dollars (\$500,000) each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for thirty (30) day notice to the additional payees in the event of cancellation or material change in the limits of coverage.

Section 10.61. Access to Construction Areas. Briar Oak Estates requires all Builders to comply with the following:

- (a) Restrict access to the construction area only through the Briar Oak Estates construction gate or other areas as directed by the ACC,
- (b) Enforce hours of access, speed limit, and route of travel on the Briar Oak Estates road system as specified by the ACC,

- (c) Consolidate all deliveries of materials and equipment to the extent feasible.

Section 10.62. Vehicles and Parking Areas. Only vehicles, equipment and machinery that are essential to the construction of the residence may park within Briar Oak Estates. Specific areas may be designated by the ACC so as to minimize potential problems with neighboring Lots or residences.

Section 10.63. Construction Activity Times. Until such time as occupancy is established within Briar Oak Estates, the times of construction will be limited to the periods between 7:00 A.M. and 7:00 P.M. Monday through Friday, 8:00 A.M. until 5:00 P.M. on Saturday, 12:00 P.M. until 5:00 P.M. on Sunday and other times subject to the review and approval of the ACC on a case-by-case basis. No personnel are to remain at the construction site after working hours. Radios and other types of sound systems are not to be heard from any public way or adjoining Lots.

Section 10.64. Construction Trailers and Temporary Structures. Any Owner or Builder who desires to bring a construction trailer or the like to Briar Oak Estates must obtain written approval from the ACC. The ACC will work closely with the Owner and/or Builder to site the trailer in the best possible location to minimize impacts to the site and to adjacent Lots. All such facilities will be removed from the Lot prior to issuance of a Certificate of Occupancy.

Temporary living quarters for the Owner, Builder or their employees on the Lot will not be permitted.

Section 10.65. Sanitary Facilities. Sanitary facilities, including potable water, must be provided for construction personnel on-site in a location approved by the ACC. The facility must be screened from view from adjacent Residences and roads, and maintained regularly.

Section 10.66. Debris and Trash Removal. Contractors must clean up all trash and debris on the construction site at the end of each day. Trash and debris must be removed from each construction site prior to such time as trash and debris become visible from the street and transported to an authorized disposal site. Lightweight material, packaging and other items, must be covered or weighted down to prevent wind from blowing such materials off the construction site. Contractors are prohibited from dumping, burying or burning trash anywhere on the Lot or in Briar Oak Estates except in areas, if any, expressly designated by the ACC. During the construction period, each construction site must be kept neat and tidy to prevent it from becoming a public eyesore, or affecting adjacent Lots. Dirt, mud or debris resulting from activity on each construction site must be promptly removed from roads, open spaces and driveways, or other portions of Briar Oak Estates. Construction dumpsters must be positioned on the Lot. They are not allowed on the public street.

Any clean up costs incurred by the ACC or the Association in enforcing these requirements will be taken out of the builder's bond or billed to the Owner as needed.

Section 10.67. Excavation and Grading. Blowing dust resulting from grading and construction operations must be controlled by watering. During construction, erosion must be minimized on exposed cut and/or fill slopes through proper soil stabilization, water control and revegetation. The Builder is responsible for the implementation of erosion control techniques. Grading operations may be suspended by the ACC during periods of heavy rains or high winds. The builder must provide silt fencing, straw bale dike and all other erosion control methods as required by the City of Jacksboro Environmental Management building requirements.

All topsoil disturbed by grading operations must be stockpiled and covered to minimize blowing dust within the construction area and reused as part of the site restoration/landscaping plans.

Section 10.68. Foundations. The Owner is encouraged to seek the assistance of a licensed soil engineer to examine and test soil conditions on his Lot prior to undertaking any design or construction. The ACC makes no representations or warranties express or implied, as to the soil conditions. The Owner and the Owner's architect, designer, engineer and contractor shall give due consideration to the design of the foundation systems of all structures. It is the Owner's responsibility to conduct an independent soil engineering investigation to determine the suitability and feasibility of any Lot for construction of the intended Improvement.

Section 10.69. Lot Survey. Prior to commencement of construction, it is the responsibility of the Owner to obtain a survey by a Surveyor licensed in the State of Texas to confirm existing grades, property lines and building setbacks.

Section 10.70. Construction Schedule. All Improvements commenced on a Lot shall be completed within eighteen (18) months after commencement according to approved final design review plans, unless an exception is granted in writing by the ACC. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required eighteen (18) month period, the ACC may impose a fine of not less than One Hundred Dollars (\$100) per day (or such other reasonable amount as the Association may set) to be charged against the Owner of the Lot until construction is resumed, or the Improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the ACC that such abandonment is for circumstances beyond the Owner's control.

Section 10.71. Damage Repair and Restoration. Damage and scarring to other property, including open space, adjacent Lots, roads, alleys, driveways and/or other Improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Lot. Upon completion of construction, each Owner and Builder will be responsible for cleaning up the construction site and for the repair of all property that was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the ACC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. Any property repair costs as mentioned above, incurred by the ACC will be taken out of the builder's bond or billed to the Owner.

Section 10.72. Construction Signs. Temporary construction signage is allowed at the Owner's discretion. Builder may place upon a Lot not more than four (4) subcontractor, vendor and architect signs, including his own for the period of construction only. No sign shall exceed twenty-four (24) inches by thirty-six (36) inches or be higher than three (3) feet above the ground. All contractor and architect signs must be removed upon completion. No other signs may be displayed on the property without written approval of the ACC. The ACC reserves the right to deny installation of any sign deemed inappropriate or offensive. Until such time as occupancy is established within Briar Oak Estates, a builder may install a sign with an artist's rendering no larger than four (4) feet by six (6) feet.

Section 10.73. No Pets. Construction personnel are prohibited from bringing pets, particularly dogs, into the Briar Oak Estates.

Section 10.74. Noise. Builder will make every effort to keep noise to a minimum. Radios will not be allowed in order to minimize disturbance to neighbors.

ARTICLE XI EASEMENTS

Section 11.1. Easements Reserved by Declarant. Easements for installation, maintenance, repair and removal of utilities, streets, alleys, the Common Areas, security facilities and equipment, street lights and drainage facilities, as well as for the perimeter wall, are reserved by Declarant for itself, its successors and assigns, over, under and across the Properties. Full right of ingress and egress shall be had by Declarant at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility or the perimeter wall, 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. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies or to the City of Jacksboro. Declarant specifically reserves to itself, its successors or assigns and the Association, the exclusive right, power and authority to permit, contract for, exclude, receive compensation for, or grant easements with regard to "pay" or cable television use in, on, over or about such easements, and this grant and declaration of such easements specifically excludes such use and/or the right to use such easements for "pay" or cable television purposes, which use is reserved by Declarant or assigns and the Association.

Section 11.2. Easements Reserved for the Association. Full rights of ingress and egress shall be had by the Association at all times over, under and across for the maintenance of each Lot in accordance with the provisions hereof and for the carrying out by the Association of its rights, functions, duties and obligations hereunder, including but not limited to:

- (a) An easement to go on or into any Lot or unit to make emergency repairs and/or other work reasonably necessary for the proper maintenance or operation of the Property;
- (b) An easement in the event an Owner fails to maintain his Lot as required, herein; and

(c) An easement and right-of-way for the purpose of maintaining, repairing, constructing, revising or restoring the perimeter fence and to make emergency repairs and do other work reasonably necessary for the proper maintenance or operation of the Property; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical.

Section 11.3. Utility Easements. Easements for installation, maintenance, repair and removal of utilities, security facilities and equipment, streets, lights, perimeter walls or fences and drainage facilities over, under and across the Property are reserved as set forth in Section II.I above. No Owner shall violate or permit or participate in the violation of any easement reserved as shown on the Plat, including any private use of the easement surface area. Any violation thereof shall be deemed a violation of this Declaration, and if, after ten (10) days' prior written notice, an Owner of any Lot shall fail to remedy such violation, then the Association shall have the authority and right to assess and collect from the Owner of said Lot any amount expended by the Association, including attorney's fees and court costs, in attempting to remedy such violation. Such special individual assessments shall be made, collected and secured by liens created pursuant to Article IV of this Declaration.

Section 11.4. Police Power Easements. With respect to the Common Properties and streets, easements and rights-of-way within the Property, the City of Jacksboro and all other governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

Section 11.5. Declarant's Easement to Connect Drainage. Declarant hereby reserves for the benefit of Declarant a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation in the Common Areas and within the street right-of-way, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

Section 11.6. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Areas caused by or resulting from construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property, but only to the extent of such encroachment.

Section 11.7. Entry Easements. In the event that an Owner fails to maintain his Lot as required herein, or in the event of an emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such

damage is caused by the Association's willful misconduct or gross negligence.

Section 11.8. Drainage Easements. Easements for the installation and maintenance of utilities, storm water retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded plat. Within these easement areas, no structure, plant or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

ARTICLE XII GENERAL PROVISIONS

Section 12.1. Registration with the Association. In order that Declarant and the Association can properly acquaint every Lot purchaser and every Owner with this Declaration and the day-to-day matters within the Association's jurisdiction, no acquisition of any Lot within the Property shall become effective until and unless:

(a) The then-existing "Closing Information Package" has been properly executed by the Association, Declarant and the Purchaser/Transferee; and

(b) All directives of the Association and Declarant have been properly and timely followed.

Each and every Owner shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association for emergencies, notices and general safety, including but not limited to:

(a) The full name and address of the Owner;

(b) The full name of each individual family member who resides within the residential dwelling of the Owner;

(c) The business address and telephone numbers of each Owner;

(d) The description and license plate number of each automobile owned or used by Owner and brought within the Property;

(e) The name, address and telephone numbers of other local individuals who can be contacted (in the event the Owners cannot be located) in case of an emergency; and

(f) Such other information as may be reasonably requested from time to time by the Association.

Section 12.2. Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Jack County Clerk's Office and shall remain in full force and effect thereafter until the earlier of the sale of the last Lots owned by Declarant or the twentieth (20th) anniversary of the recordation of this Declaration. Declarant must assign all Powers of Attorney as herein provided on or before such time as Declarant is no longer owner of record of any Lots.

Section 12.3. Rights, Obligations and Duration. The Covenants and Restrictions of this Declaration, the Articles of Incorporation and Bylaws and rights and obligations established thereby shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term ending January 1, 2050. After that time said covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless an instrument signed by not less than seventy percent (70%) of the then Owners has been recorded, agreeing to abolish the Declaration in whole or in part. However, no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 12.4. Amendments by Owners. Except as provided in Section 12.3 of this Article XII, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part, only with the consent of Declarant and seventy percent (70%) of the other Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Jack County, Texas; or by a resolution passed by the majority of the Board evidencing the consent of seventy percent (70%) of the Owners and authorizing the President of the Association to execute such document.

Section 12.5. Amendments by Declarant. Until such time as the sale and transfer of title by Declarant of the first Lot to a bona fide third party unrelated to Declarant ("First Lot Sale"), Declarant, at its sole discretion, may abolish, amend or modify this Declaration or change the Covenants, Conditions and Restrictions in whole or in part.

Section 12.6. Enforcement. Enforcement of this Declaration shall be by a proceeding initiated by any Owner, Declarant, the Board or by the City of Jacksboro, against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument.

Section 12.7. Imposition of Violation Fines. In the event that any Owner fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Declarations contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed One Thousand Dollars (\$1,000). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed One Thousand Dollars (\$1,000). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a personal obligation of the Owner as well as a continuing lien upon the Lot against which such Violation Fine is made in accordance with Article VI of this Declaration.

Section 12.8. Rezoning and Subdividing. For a period of three (3) years from and after the recordation date of this Declaration, or until one hundred twenty (120) days after Declarant shall have conveyed eighty percent (80%) of the Lots (other than to a successor Declarant), whichever is the last date, each and every Owner waives, relinquishes and shall not directly or indirectly exercise all rights, powers or abilities to contest, object, challenge, dispute, obstruct, hinder or in any manner disagree with the Declarant's proposed or actual development, including, without limitation, zoning or rezoning efforts or processes pertaining to all or any portion of the Properties. Declarant specifically reserves and shall have the right to seek and obtain, without interference or objection from other Lot Owners, zoning or variances more restrictive than presently existing on the date hereof or upon the purchase date of any Lot(s) covered hereby or which is otherwise more compatible and advisable, in the opinion of Declarant, for the development of the Properties.

Building Lots shall be shown on the recorded subdivision plat. No Lot shall be further divided or subdivided, and no easements or other interests therein less than the whole shall be conveyed by the Owner thereof, without the prior written approval of the Board; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easement or other interest than the whole, all without the approval of the Board, but subject to Section 12.9.

Section 12.9. Severability. If any one of these Covenants, Conditions or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants, Conditions and Restrictions shall not be affected thereby.

Section 12.10. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 12.11. Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

Section 12.12. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application or the provisions, excluding Article IX and issues concerning (“substantial completion”) of this Declaration or the Association Bylaws, shall be determined by the Board. Matters pertaining to Articles IX and issues concerning “substantial completion” shall be determined by the ACC. Their respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

Section 12.13. Cumulative Restrictions. The restrictions on usage herein contained shall be cumulative of, and in addition to such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City of Jacksboro, Texas or any other governmental authority having jurisdiction over the Properties, any violation of which shall constitute a violation hereof.

This Article XII shall not, however, be binding upon the City of Jacksboro in any manner or form whatsoever.

BRIAR OAK ESTATES, LP, a Texas limited
partnership

By: Swan Real Estate GP, LLC, a Texas
limited liability company

By: _____
Ken R. Swan
President

General Partner

BRIAR OAK ESTATES HOMEOWNERS'
ASSOCIATION, INC., a Texas nonprofit
corporation

By: _____
Ken R. Swan
President and Director

STATE OF TEXAS §

COUNTY OF JACK §

This instrument was acknowledged before me on _____, 2018,
by Ken R. Swan, President of Swan Real Estate GP, LLC, a Texas limited liability company, on
behalf of said company, and the company acknowledged this instrument as General Partner of
BRIAR OAK ESTATES, LP, a Texas limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF JACK §

This instrument was acknowledged before me on _____, 2018,
by Ken R. Swan, President and Director of Briar Oak Estates Homeowners' Association, Inc., a
Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas

Exhibit A

Tract of land within the City of Jacksboro, containing 184.11 acres, more or less, in the John W. Buckner Survey, Abstract No. 34, Jack County, Texas, being a part of the Empire Granite Countertops, LP Tract recorded in Volume 827, Page 679, Official Public Records of Jack County and being more particularly described as follows:

BEGINNING at a 2 inch cap on a 5/8 inch iron rod set on the West line of the said Empire Tract and the East line of the Loyd G. Edwards Tract recorded in Volume 415, Page 939, Deed Records of Jack County, being South 02° 11' 25" East a distance of 1835.02 feet from the Northwest corner of the said Empire Tract;

THENCE South 88° 00' 37" East for a distance of 3211.41 feet to a 2 inch cap on a 5/8 inch iron rod found on the East line of the said Empire Tract and the West line of Texas Highway No. 148;

THENCE South 01° 23' 11" West for a distance of 606.25 feet to a 2 inch cap on a 5/8 inch iron rod found at a point of curvature on the East line of the said Mahoney Tract and the West line of the said highway;

THENCE along a curve to the left having a radius of 5789.58 feet and an arc length of 449.77 feet, being subtended by a chord of South 00° 49' 59" East for a distance of 449.66 feet to a 2 inch cap on a 5/8 inch iron rod found on the West line of the said highway being a corner of the said Empire Tract and the Northeast corner of the John H. Driver Tract recorded in Volume 804, Page 884, Official Public Records of Jack County;

THENCE South 79° 49' 20" West for a distance of 696.14 feet to a 2 inch cap on a 5/8 inch iron rod found being the Northwest corner of the said Driver Tract;

THENCE South 10° 10' 40" East for a distance of 660.00 feet to a 2 inch cap on a 5/8 inch iron rod found being the Southwest corner of the said Driver Tract;

THENCE North 79° 49' 20" East for a distance of 624.68 feet to a 2 inch cap on a 5/8 inch iron rod found on the West line of the said highway being the Southeast corner of the said Driver Tract and a corner of the said Empire Tract;

THENCE South 04° 04' 35" East for a distance of 949.61 feet to a 2 inch cap on a 5/8 inch iron rod found on the West line of the said highway being a Southeast corner of the said Empire Tract and the Northeast corner of the Lumar Addition to the City of Jacksboro recorded in Volume 2, Page 149, Plat Records of Jack County;

THENCE North 82° 41' 09" West for a distance of 1342.59 feet to a 2 inch cap on a 5/8 inch iron rod found being a corner of the said Empire Tract, the Northwest corner of the said Lumar Addition and a Northeast corner of the Jacksboro Independent School District Tract recorded in Volume 615, Page 485, Deed Records of Jack County;

THENCE North 88° 59' 52" West for a distance of 380.00 feet to a 2 inch cap on a 5/8 inch iron rod found being a Southwest corner of the said Empire Tract and an ell corner of the said School Tract;

THENCE North 01° 00' 08" East for a distance of 621.00 feet to a 2 inch cap on a 5/8 inch iron rod found being an ell corner of the said Empire Tract and a Northeast corner of the said School Tract;

THENCE North 88° 59' 52" West for a distance of 915.27 feet to a 2 inch cap on a 5/8 inch iron rod found being an ell corner of the said Empire Tract and the Northwest corner of the said School Tract;

THENCE South $01^{\circ} 00' 08''$ West for a distance of 2200.00 feet to a 2 inch cap on a 5/8 inch iron rod found on the North line of U. S. Highway No. 281 being a Southeast corner of the said Empire Tract and the Southwest corner of the said School Tract;

THENCE North $88^{\circ} 59' 52''$ West for a distance of 60.00 feet to a 2 inch cap on a 5/8 inch iron rod found on the North line of the said Highway No. 281 being a Southwest corner of the said Empire Tract and the Southeast corner of the John H. Driver, II Tract recorded in Volume 804, Page 891, Official Public Records of Jack County;

THENCE North $01^{\circ} 00' 08''$ East for a distance of 910.54 feet to a 2 inch cap on a 5/8 inch iron rod found being a corner of the said Empire Tract and the Northeast corner of the said Driver Tract;

THENCE North $88^{\circ} 59' 52''$ West for a distance of 740.65 feet to a 2 inch cap on a 5/8 inch iron rod found being a Southwest corner of the said Empire Tract and the Northwest corner of the said Driver Tract on the East line of the said Edwards Tract;

THENCE North $02^{\circ} 11' 25''$ East for a distance of 3239.77 feet to the place of beginning.