



1.02 Lot shall mean each separate lot or tract of land subdivided and conveyed out of the Property.

1.03 Owner shall mean any person, firm, corporation or other entity which owns a Lot.

## ARTICLE II.

### Restrictive Covenants

Each Lot within the Subdivision shall be impressed with the following restrictions, covenants and conditions for the purposes of carrying out a general plan of development for the Subdivision:

2.01 All Lots shall be used for single family residential purposes only, and no business, professional, or other commercial activity of any type shall be operated from or out of any residence or accessory structure situated upon any Lot. Without in any manner limiting the foregoing, no church, duplex or multifamily structure or commercial building shall be placed or permitted on any Lot or portion of any Lot, nor shall any Lot be utilized for access to any other land adjacent to or adjoining the Property without the written consent and approval of Developer.

2.02 All dwellings shall have a pitched roof with house type composition shingle, and adequate overhangs or eaves. All exterior walls of one or one and one-half stories shall be constructed of not less than eighty percent (80%) masonry excluding door and window openings, and all exterior walls of dwellings having two or more stories shall be constructed of not less than sixty-five percent (65%) masonry excluding door and window openings. The term "masonry" as used herein shall mean brick, stone or stucco. In computing the percentages set forth above, wall masonry to sill line of windows or masonry to mid-point shall be considered thirty-five percent (35%) masonry. This restriction may be waived or varied by the Developer within Developer's sole and absolute discretion to include log, redwood or other exterior building materials, with any such waiver or variance to be executed by Developer and filed in the County Clerk's Office of Gregg County, Texas with respect to the affected Lot at the Owner's expense.

2.03 All dwellings shall have an attached or detached garage or carport for two or more vehicles which conforms in design and construction with the main dwellings.

2.04 No mobile homes, modular or manufactured type housing shall be placed on any Lot. No structure of a temporary character, trailer, basement, ten or shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence either temporarily or permanently. No dwelling shall be moved onto or placed on any Lot, with all dwellings to be constructed of new materials on site. All dwellings shall be completed within twelve (12) months of the date of commencement of initial construction, unless otherwise extended by the Developer in writing. Upon occupying the dwelling, ground cover shall be established on all affected areas and special measures taken to eliminate erosion problems on steep sloped areas.

2.05 The floor area or area that is enclosed for heating and/or air conditioning (exclusive of porches, garages and storerooms) of any residence shall not be less than 1600 square feet.

2.06 No accessory structure such as a barn, utility or storage type of building shall be erected, placed or maintained nearer than twenty-five feet (25') from the sideline of any Lot or one hundred fifty feet (150') from the front line of any Lot, and in no event shall any accessory structure be situated closer to the road than the dwelling. Any such structure shall not exceed 1500 square feet. All accessory structures or buildings shall be completed within twelve (12) months of the date of commencement and shall be constructed of new materials, with permitted materials being masonry, prefinished colored metal or siding material and shall not have an eave height of more than fourteen feet (14'). Roof material may be a painted color or a type of galvanized or "galvalume" or similar type finish. No ordinary corrugated tin will be permitted. This restriction may be waived or varied with the written consent of the Developer in the same manner as provided in Paragraph 2.02 above.

2.07 All septic systems shall conform and be in compliance with all rules and regulations of the Gregg County Health Department or other governmental authority or agency having jurisdiction over the construction, installation and maintenance of septic systems.

2.08 All Lots must be maintained in a neat and orderly fashion, with all grass or pasture being mowed at least twice annually, the first mowing to be completed by July 1 and the second mowing to be completed by October 1. No Lots shall be used for the dumping or storage of rubbish, trash, debris, surplus soil, rocks or junk cars. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like shall be kept on any Lot other than in a garage or other structure approved by the Developer. In the event the Owner of any Lot violates this restriction, the Developer may perform required maintenance and cure the violation at the Owner's expense, with any expense incurred by the Developer to be reimbursed upon demand, plus interest thereon at the rate of ten percent (10%) per annum from the date of demand until paid in full. Prior to the Developer taking action to cure any violation of this restriction, the Owner shall be given thirty (30) days prior written notice of default and opportunity to cure the violation specified in such notice, which notice may be given at the Owner's residence address or the Owner's last known mailing address according to the Developer's records.

2.09 Privacy fencing with a maximum height of six feet (6') shall be allowed only in the area to the side and rear of a dwelling. In no event shall privacy fencing extend further than thirty feet (30') either side of or one hundred feet (100') to the rear of any dwelling. This restriction may be waived or varied with the written consent of the Developer in the same manner as provided in Paragraph 2.02 above

2.10 Developer may select up to three (3) Lot Owners to be members of a committee which assumes the Developer's authority to approve or disapprove requests for variances permitted by these Restrictions. In the event Developer delegates its authority to a committee pursuant to this paragraph, the committee members shall serve on the committee for a term not exceeding three (3) years, and at the end of any term Lot Owners within the Subdivision may select successor committee members based upon one vote for each Lot.

2.11 No unlicensed motor vehicles, commercial trucks (except trucks serving specific purposes such as moving vans or trucks bringing building materials to a Lot) with a capacity rating in excess of one (1) ton, or commercial trailers shall be stored or parked upon or in front of any Lot.

2.12 No large animals such as horses and cattle may be kept on any lot. No sheep, goats, chickens or other such small animals may be kept, bred or maintained for any commercial purposes. No hogs or swine of any kind shall be raised, kept or bred on any lot. Domestic animals, such as dogs and cats, will be permitted, provided they are kept on Owner's property and not permitted to wander, except on a leash.

2.13 Except as hereafter provided no "For Sale" signs or other signs, billboards, posters, political placards or advertising devices of any character may be placed or erected on any Lot except that the following signs shall be permitted:

1. Any signs including "For Sale" advertising signs placed on any Lot by the Developer;
2. Signs displayed by builders and contractors during initial construction of any residence; and
3. One "For Sale" sign may be erected or placed on any Lot upon which a residence has been completed and the Owner is advertising the home for sale, provided any such "For Sale" sign shall not exceed five (5) square feet.

Without limiting the foregoing, except for Lots owned by Developer, no "For Sale" signs or other advertising devices may be placed upon any vacant Lot. Further, this restriction shall not apply to any signs the Developer may erect or place at the entrance or within the subdivision for any sales or construction activities carried on by the Developer.

2.14 No oil or gas drilling or development operations, refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil or gas wells, tanks or shafts be permitted on any Lot. No derrick or other similar structure shall be erected, maintained or permitted on any Lot. This section is subject to the rights of any outstanding mineral owners or oil and gas leases, and the Developer makes no warranty or representations regarding the enforceability of this restriction.

2.15 Lots may not be re-subdivided without the prior written consent and approval Developer, which consent may be withheld or granted within Developer's sole and absolute discretion.

2.16 In the event that all or any part of an Owner's improvements on any Lot are damaged by fire or other casualty, such Owner shall promptly either (a) remove from such Lot the debris and damaged building material or other damaged property caused by such damage or loss and secure

same so that it will not constitute a hazard or menace to public safety or health; or (b) repair said damage or loss. In either event, such action is to be completed within ninety (90) days of the date of such damage or loss, unless an extension of time is granted in writing by Developer at Developer's sole discretion.

### ARTICLE III.

#### Easements Reserved

3.01 Developer reserves a fifteen foot (15') wide utility easement along the road frontage of each Lot for the purpose of the installation of any utilities serving the Subdivision.

### ARTICLE IV.

#### Rights Reserved by Developer

4.01 Reserved Rights of Developer. Notwithstanding any other provisions contained in the Declaration to the contrary, the Developer reserves the right, upon application and request of the Owner of any Lot, to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant/Owner by Developer) the application of any of these Restrictions to such Lot if, in the sole discretion of the Developer, such action is necessary to relieve a hardship or to permit good architectural planning and development to be effected. Developer further reserves the right:

1. To re-subdivide any Lot; and
2. To change the location of streets and easements prior to the time the same are actually opened for public use or availed of by the public utilities; however, in no case shall any such change deprive an Owner to reasonable access.

4.02 Exemption of Developer. Exempted from these Restrictions are activities carried on by the Developer in connection with Developer's development of the Subdivision and regular pursuit of construction, maintenance and sales within the Subdivision until all construction and development activity has been completed and all Lots have been sold by the Developer to a first purchaser.

### ARTICLE V.

#### Duration of Restrictions; Amendments

These Restrictions shall run with and bind the land, and inure to the benefit of and be enforceable by the Developer and the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a period of twenty (20) years from the date this Declaration is recorded, after which time said Restrictions shall be automatically extended for successive periods of ten (10)



years each. These Restrictions may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Owners. No amendments shall be effective until recorded in the official public records of Gregg County, Texas, or until the approval of any governmental regulatory body which is required shall have been obtained.

## ARTICLE VI.

### General Provisions

6.01 Assignment. Developer shall have the right to assign to any person or persons, corporation or other legal entity any or all rights, powers, reservations and privileges herein reserved by and to Developer, and any such assignee shall have the right to assign.

6.02 Enforcement. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of these Restrictions, Developer and/or each purchaser, grantee or Owner of any Lot may institute and prosecute any proceeding at law or in equity or both to abate, prevent or enjoin any such violation or attempted violation or to recover damages. In the event any such proceedings are initiated, the party initiating any such proceedings shall be entitled to recover against any violator all expenses incurred in connection therewith, including court costs and attorney fees. No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or similar breach or violation thereof at any later time or times. Further, the failure by any party entitled to enforce these Restrictions shall in no way be deemed a waiver of the right to do so thereafter for the same or similar violation. Developer has no duty and shall not be responsible for enforcement of these Restrictions and Developer shall not be liable or subject to any recourse for any failure to enforce these Restrictions.

6.03 Interpretation. Developer's interpretation of the meaning and application of the provisions of this Declaration shall be final and binding on all interested parties at any time in question.

6.04 Invalidation and Severability. The invalidation by any court of any reservation, covenant or restriction herein or in any contract of deed shall not impair the full force and effect of any other reservation, covenant or restriction.

6.05 Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect to any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth, and each Lot Owner contracting for or accepting a conveyance of any Lot agrees to fully comply with and be bound by all of the provisions in this Declaration.

6.06 Gender. Words of any gender used herein shall be held and construed to include any

other gender, and words in the singular number shall be held to include the plural and visa versa, unless the context requires otherwise.

6.07 Captions. The captions used in connection with all articles and paragraphs contained in this Declaration are for convenience only and shall not be controlling in the construction of any provisions hereof or limit the meaning of the language used in any article or paragraph.

6.08 Limitation of Developer's Liability. Developer, as well as its principals, members, officers, agents and employees, shall not be liable to any Owner of any Lot or any other party for any loss, claim or demand in connection with any breach of any provisions of this Declaration by any other party.

6.09 Restrictions Not Applicable to Other Lands. These Restrictions apply only to the Property. Developer is not obligated to impose any restrictions on other lands owned by Developer, whether contiguous or noncontiguous; provided, that Developer reserves the right within Developer's sole discretion to supplement these Restrictions by adding additional lands which Developer desires to be governed by these Restrictions.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the date and year above set forth.

DEVELOPER:

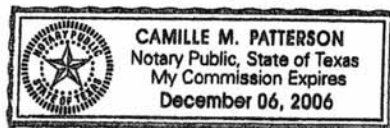
BENCHMARK PROPERTIES, L.C., a Texas  
limited liability company

By: [Signature]  
Hank Boswell, President and Member

By: [Signature]  
Bob Farrell, Secretary and Member

STATE OF TEXAS §  
COUNTY OF GREGG §

This instrument was acknowledged before me on the 15<sup>th</sup> day of April, 2007 by Hank Boswell, as President and Member, and Bob Farrell, as Secretary and Member, of Benchmark Properties, L.C., a Texas limited liability company, on behalf of said company.



[Signature]  
Notary Public, State of Texas



# ARK-LA-TEX SURVEYING CO., INC.

P.O. Box 910 • 315 N. Alamo Blvd. • Marshall, Texas 75671 • 903/938-9939 • FAX 903/938-0601

## FIELD NOTES 26.643 ACRES

All that certain lot, tract, or parcel of land situated in Gregg County, Texas, within the Corporate Limits of the City of Lakeport, being 26.643 acres of land, a part of the F. THORN SURVEY, A-5, and being all of that certain called 26.949 acre tract described in deed from Smith Brothers Logging Company, Inc., to Austin Bank, Texas N.A., dated January 23, 2002, and recorded in Instrument No. 200208218 of the Official Public Records of Gregg County, Texas, said 26.643 acres being more particularly described as follows:

Beginning at a 3/8" iron rod found in a 2" iron pipe for corner at the Southwest corner of herein described tract and at the intersection of the East margin of Jones Road, a county maintained road, with the North margin of Border Road, a county maintained road;

Thence North 11°00'00" East, along said East margin, 749.30 feet to a 5/8" iron rod with aluminum cap found for corner at the Southwest corner of a called 0.06 acre tract described in deed to Elderville Water Supply Corporation and recorded in Volume 735, Page 29 of the Gregg County Deed Records;

Thence South 80°44'37" East – 50.03 feet to a 5/8" iron rod with aluminum cap found at the Southeast corner of said called 0.06 acre tract;

Thence North 11°00'09" East – 50.05 feet to a 5/8" iron rod with aluminum cap found for corner at the Northeast corner of said called 0.06 acre tract and in the South line of a tract described in deed to E.L. Hunt and recorded in Instrument No. 9928034 of said Public Records, same being the South line of Lot 5 of Block 2 of the Little Farms Subdivision, as shown by plat recorded in Volume 320, Page 97 of said Deed Records;

Thence South 80°49'03" East, at 123.53 feet passing a 3/8" iron rod found at the Southeast corner of said Hunt tract and the Southwest corner of a tract described in deed to Robert James Ouwenga, et ux and recorded in Volume 1535, Page 550 of said Deed Records, at 299.20 feet passing a 3/8" iron rod found at the Southeast corner of said Ouwenga tract and the Southwest corner of a tract described in deed to Del Knox and recorded in Volume 1282, Page 239 of said Deed Records, and continuing for a total of 470.50 feet to a 5/8" iron rod with aluminum cap found for corner at the Southeast corner of said Knox tract and said Lot 5, same being the Southwest corner of Lot 4 of Block 2 of said Subdivision and the Southwest corner of a called 4.00 acre tract described in deed to Floyd D. Mitchell and recorded in Instrument No. 9801025 of said Public Records;

EXHIBIT A

EXHIBIT B



Thence South 81°13'54" East – 686.90 feet to a ½" iron pipe found for corner at the Southeast corner of said called 4.00 acre tract and said Lot 4, same being the Southwest corner of Lot 1 of the E.H. Moore Subdivision, as shown by plat recorded in Volume 846, Page 441 of said Deed Records;

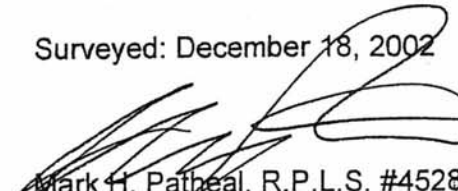
Thence South 80°59'18" East – 212.96 feet to a ¾" iron pipe found for corner at the Southeast corner of said Lot 1 and being on the West margin of Dodd Drive, a county maintained road;

Thence South 04°49'12" West, along said West margin, 794.48 feet to a 5/8" iron rod with aluminum cap found for corner at the intersection of said West margin with the North margin of said Border Road, a 5/8" iron rod found bears North 19°19'17" East – 2.80 feet;

Thence North 81°17'09" West, along said North margin, at 79.37 feet passing a 3/8" iron rod found, and continuing for a total of 1506.19 feet to the place of beginning and containing 26.643 acres of land.

Bearing Basis: Bearings are oriented to the Record Bearing of the West line of said called 26.649 acre tract.

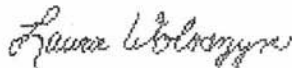
Surveyed: December 18, 2002

  
Mark H. Patheal, R.P.L.S. #4528



Job #21145

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



2003 APR 29 11:57 AM 200310152  
GG \$25.00  
LAURIE WOLOSZYN, COUNTY CLERK  
GREGG COUNTY, TEXAS

EXHIBIT A

EXHIBIT B