

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS     §

COUNTY OF DENTON     §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), is made on the date hereinafter set forth by Moore Land & Properties, LLP., a Texas limited liability partnership, hereinafter referred to as (the "Declarant").

### WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Denton, State of Texas, containing 109.155 Acres in the Castleberry Survey Abstract #283, which is more particularly described on the attached Exhibit "A" (the "Property"); and

WHEREAS, Declarant desires to create a residential development on the Property pursuant to the terms and provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property described on the attached Exhibit "A" shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and their heirs, representatives, executors, administrators, successors, and assigns, and shall inure to the benefit of each owner thereof.

A. Restrictions on Property. The Property shall be subject to the following restrictions (the "Restrictions"):

1. Each tract of land within the Property as shown in the attached Exhibit "B," (each a "Tract" and collectively, the "Tracts") shall be used for private single-family residential purposes and related uses only. No trade or business of any kind shall be conducted on any Tract; provided, however, that an owner may maintain a home office or an unobtrusive home business.
2. The exterior of all structures, including, but not limited to homes, barns, storage buildings and/or garages constructed on the Property shall be complete within one-hundred eighty (180) days from the date construction above the foundation of such structure has commenced.
3. Residences constructed on the Property shall comply with one of the following:
  - a. On-site construction of not less than 1500 square feet of finished heated

and air conditioned living area, excluding garages, porches, and like areas, permanently attached to an adequate concrete foundation.

- b. A new modular home of not less than 1500 square feet of finished heated and air conditioned living area, excluding garages, porches, and like areas, permanently attached to an adequate concrete foundation.
4. As used herein, a concrete foundation shall be adequate if it consists of poured concrete or mortared concrete block placed in any combination of beams, piers, pilings, and/or footings, which foundation shall support the improvements constructed thereon so that no settling greater than one (1) inch in forty (40) lineal feet shall occur.
5. No structure, other than fencing, shall be placed or erected closer than one-hundred (100) feet from any roadway and fifty (50) feet from a property line.
6. No Tract shall be used or maintained for dumping of rubbish, trash, junk, tires, inoperative motor vehicles of any kind, or garbage. Inoperative motor vehicles include, but are not limited to, motor vehicles that do not run and/or motor vehicles that are not currently licensed.
7. The owner of a Tract shall keep grass, weeds and vegetation in a neat and attractive condition.
8. No unsightly storage shall be permitted on any Tract. No boat, trucks, or unsightly vehicles of any kind shall be stored for the purpose of repair on any Tract, except in enclosed garages or storage facilities protected from the view of the public and other residences.
9. No sign of any kind shall be displayed to the public view on any Tract except one sign of not more than five (5) feet square in size for the purpose of advertising the Property or any part thereof for sale or rent; provided, however, Declarant may, in its sole and absolute discretion, erect any signage it deems necessary to sell any Tract that Declarant may own.
10. No activity that could cause harm or nuisance to adjoining property owners or their animals, including but not limited to, rifle hunting, trap shooting, and/or target shooting, shall be conducted on the Property.
11. Property owners must make application to the Denton County Health Department for septic permits and must abide by all the septic requirements of Denton County and Texas State Health Department. No "dry toilet" or open privy of any kind shall be maintained upon said Tract.
12. No swine, except for show animals, such as 4-H Club and FFA Club are permitted on the Property. No ratites (i.e., emus or ostriches) or exotic animals,

such as cougars, lions, tigers, panthers, bears, and/or reptiles are permitted on the Property.

13. To protect adjacent property owners, their families and livestock, aggressive pets must be restrained by their owners from entering neighboring Tracts of land within the Property by appropriate fencing.
  14. Until Declarant sells the last of the Tracts owned by Declarant, any restriction contained herein relating to construction of improvements or use of the Property may be waived or a variance therefrom may be granted by Declarant, in Declarant's sole and absolute discretion, upon a showing that such variance would not impair the harmonious development of the Property or the market value of existing buildings.
- B. Period of Restrictions. Restrictions imposed on the Property shall be in force and in effect until January 1, 2025, at which time the Restrictions shall be automatically extended for successive periods of ten (10) years unless seventy-five (75%) or more of the then owners of said Property agree by written vote to change said covenants in whole or part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants.
- C. Amendment and Termination. This Declaration may be amended or terminated in whole or in part from time to time, and at any time, by written instrument signed by the then owners of all of the Tracts.
- D. Covenants Running with the Land. Without limiting the provisions of Paragraph C above, the provisions of this Declaration will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the Property.
- E. Binding Effect. This Declaration may be enforced by any party having or acquiring any right, title or interest in the Property or any part thereof, and such party's heirs, representatives, executors, administrators, successors, and assigns, and shall inure to the benefit of each owner thereof.
- F. Choice of Law. This Declaration will be construed under the laws of the State of Texas, without regard to choice-of-law rules in any jurisdiction. Venue shall be in Denton County, Texas.
- G. Attorney's Fees. If any owner of a Tract retains an attorney to enforce a provision of this Declaration, the enforcing party will be entitled to recover reasonable attorney's fees, court costs and other costs from the party(ies) violating a provision of the Declaration should such enforcing party prevail.
- H. Severability. If any provision of this Declaration is for any reason unenforceable, the unenforceability of such provision will not affect any other provision of this

Declaration, and this Declaration will be construed as if the unenforceable provision had never been a part of the Declaration.

- I. Remedies Cumulative. Except as otherwise provided herein, all rights, privileges, and remedies afforded the owners of the Tracts by this Declaration will be deemed cumulative and not exclusive, and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this Declaration and that the granting of equitable remedies may be necessary.
- J. Number and Gender. The use of the singular will be deemed to mean the plural, the masculine to mean the feminine or neuter, and the neuter to mean the masculine or feminine when context requires.
- K. Captions. Captions used in this Declaration are for convenience only and will not be considered as a limitation on or an expansion of the terms of the Declaration.
- L. Prior Declarations Superseded. This Declaration constitutes the entire Declaration for the Property and supersedes all prior understandings and/or oral or written Declarations that may be on file in this or any other county.
- M. No Third-Party Beneficiaries. Nothing in this Declaration, expressed or implied, is intended or may be construed to confer on any person or entity, other than the owners of the Tracts and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this Declaration. This Declaration is intended for the sole and exclusive benefit of such owners and their respective heirs, successors, and assigns.

EXECUTED and EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 2006.

IN WITNESS HEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers, known as the Declarant on this \_\_\_\_ day of \_\_\_\_\_, 2006.

MOORE LAND AND PROPERTIES, LLP

BY: \_\_\_\_\_  
H. RICHARD MOORE, Partner

\_\_\_\_\_  
R. BRANDON MOORE, Partner

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2006, by H. Richard Moore, Partner, in Moore Land & Properties, LLP.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2006, by R. Brandon Moore, Partner, in Moore Land & Properties, LLP.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

Record and Return to:

H. Richard Moore  
9412 Oranewood Trail  
Denton, Texas 76207