

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration"), is made and entered into this the __ day of _____, 2022, by JAKE JAMMER LLC, a Texas limited liability company ("Declarant").

WITNESSETH:

Declarant is the owner of the property described on the attached **Exhibit "A"**, GRAYSON COUNTY, Texas (the "Property").

Declarant desires to subject such Property to the covenants, conditions, and restrictions hereinafter set forth, which are for the benefit of the Property and the owner thereof.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, improved, sold, conveyed and occupied subject to the covenants, conditions, and restrictions (sometimes collectively rereferred to as the "Covenants and Restrictions") hereinafter set forth.

ARTICE I DEFINITIONS

The following words when used in these Covenants and Restrictions or any amendment or supplement thereof and (unless the context shall otherwise clearly indicate or prohibit) shall have the following meaning:

1. "Declarant" shall mean JAKE JAMMER LLC, and it heirs, or assigns.
2. "Owner" shall mean and refer to each and every person or entity who is a record owner of a fee or undivided fee interest in the Property subject to these Covenants and Restrictions; provided, however, "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. If there is more than one Owner of a Lot, those Lot Owners shall only be entitled to one vote for the purposes of amendments hereto.
3. "Property" shall mean the property described on the attached **Exhibit "A"**.
4. "Lot" shall mean each of the eight tracts of land designated as Lots 1-8 on the plat attached hereto as **Exhibit B** which is incorporated herein by reference.

ARTICLE II CONSTRUCTION OF IMPROVEMENTS AND USE OF THE PROPERTY-PROTECTIVE COVENANTS

The Property shall be occupied and used as follows:

2.01 Residential Use. Each Lot shall be used for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1)

detached single-family residence, which residence may not exceed two (2) stories in height, and a private garage. Only a new residential house may be built.

2.02 Commencement of Construction. The residence constructed and any other improvements thereto shall be commenced and completed with due diligence promptly. Such improvements must be completed within 270 days from the beginning on construction. Construction will take place between the hours of 7:00 AM until 9:00 PM so as to limit the noises associated with normal construction activities.

2.03 Minimum Floor Area. The total air-conditioned/heated living area (floor area) of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 1,600 square feet. Minimum two-car garage. Garage must be attached or connected by a covered breezeway. Breezeway and garage construction will match that of the main structure in color and material.

2.04 Building Material; Exterior Items and Surfaces.

- (a) Residential home must be constructed of new materials. All residential roofs shall have a minimum pitch of 6/12.
- (b) Exterior of home must be 25% brick, stone or masonry siding.
- (c) Only standard common house colors will be allowed on the exterior of the home.

2.05 Side, Front and Back Line Setback. The dwelling shall be built according to the setback requirements on the approved county plat.

2.06 Outbuildings. Outbuildings may not be used for the purpose of storing RV's, camping or travel trailers or motor homes unless enclosed on two sides. Outbuildings must be constructed even to or behind residential home (no outbuildings may be constructed between the residential home and the street). Construction of outbuildings must take place at the same time as residential home is being built or after residential home is constructed.

- (a) Outbuildings must be constructed in setback areas allowed per the approved county plat. Construction must be of new materials only.
- (b) Outbuilding must be placed on a poured-in-place reinforced concrete slab.

2.07 Fences and Walls. Any fence or wall shall be constructed of materials including masonry, brick, wood, metal, or wrought iron. Chain-link fences are not allowed. Any wire or mesh wire must be framed within a wood border.

- (a) All privacy fences or walls shall be of the following composition: masonry, brick, wrought iron, cedar wood, red wood, or other durable wood (not white wood);
- (b) Owner shall maintain all fences and walls on the Owner's lot in a safe and neat manner. Any fence construction of metal, including steel pipe, must be painted and maintained in a good condition at all times.

2.08 Outdoor Lighting. Lighting such as flood, security, or illumination lighting placed on or around pools, sidewalks, tennis courts, or driveways will be aimed so as to not illuminate neighboring properties or residences.

2.09 Restrictions on Re-subdivision. No Lot may be subdivided into a smaller lot.

2.10 Trucks, Buses and Trailers. No truck, bus, or trailer shall be kept parked in the street in front of any Lot except for construction and repair equipment while a residence or building are being built or repaired in the immediate vicinity.

- (a) Inoperable vehicles or equipment, or vehicles or equipment parked on blocks or supported by other than main running gear of that vehicle will be parked so as not to be visible from any roadway, pathway or driveway.
- (b) No more than four (4) owned vehicles per dwelling, to include equipment of any nature, shall be parked so as to be visible from any roadway, pathway or driveway of any Lot except during periods of construction of the main house structure or clearing of a Lot.
- (c) No equipment or vehicles (other than automobiles) shall be parked or secured overnight on any utility easement, common area, roadway, or right-of-way.
- (d) Automobiles shall not be parked on any roadway for more than twelve (12) consecutive hours.

2.11 Trash and Garbage Collection. No area in the Property shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers located inside a building and then placed in the appropriate locations specified by the authority which will pick up trash.

- (a) No trash or trash receptacles shall be placed so as to be visible from any roadway, pathway, or driveway other than on the day of scheduled trash pick-up.
- (b) All residents and/or guests shall immediately remove trash or debris that may be visible to the public.
- (c) During construction of any nature, all debris, excess construction materials, or trash shall be stored in trash containers or construction containers so as to maintain a clean and orderly appearance during periods of construction. Under no circumstances will trash or debris be stored or left loose so that it blows or moves to an adjacent property, roadway, or right-of-way.
- (d) Owner will maintain their respective Lots and adjacent right-of-way's including mowing and keeping the area free of trash and debris.

2.12 Uses Specifically Prohibited.

- (a) No temporary dwelling, shop trailer, mobile home or manufactured housing, nor any residence moved from elsewhere of any kind or any improvement of a temporary character shall be permitted on the Property.
- (b) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Property at any time.
- (c) No structure of a temporary character, such as a trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Property at any time as a dwelling house.
- (d) Dogs, cats, and other domestic household pets may be kept in reasonable number and maintained by the Property Owner as long as they are properly leashed or corralled, and are not kept or bred for commercial purposes. No hogs or swine shall be allowed. No animals shall be maintained in any manner which interferes with the use and enjoyment of

other adjacent property owners. All animals must be kept in strict accordance with all applicable laws and ordinances.

- (e) Improvements shall not be used for business, professional, commercial or manufacturing purposes of any kind to which the general public is invited. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.
- (f) Within easements on the Property, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, change the direction of flow within drainage channels, or obstruct or retard the flow of water through drainage channels.
- (g) No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period. Handwritten advertisements and pricing on windows is also expressly prohibited.
- (h) No abandoned, derelict or inoperative vehicles may be stored or located on the Property unless visually screened from any residential street.

2.13 County Required Restrictions.

- (a) If sewage disposal is by means of on-site sewage facilities, a permit must be obtained.
- (b) Septic tank performance cannot be guaranteed, even though all provisions of the GRAYSON COUNTY rules for private sewage are complied with.
- (c) Inspection and/or acceptance of a private sewage facility by GRAYSON COUNTY shall indicate only that the facility meets the minimum requirements and does not relieve the property owner of the responsibility to comply with the County, State and Federal regulations.
- (d) On-site sewage facilities, although approved of meeting minimum standards, must be upgraded by the property owner at the property owner's expense if the normal operation of the facility results in objectionable odors, if unsanitary conditions are created or if the facility, at any time, does not comply with governmental regulations.
- (e) A properly designed and constructed on-site sewage facility, situated in suitable soil, may malfunction if the facility is not properly maintained and controlled. Therefore, it shall be the property owner's responsibility to maintain and operate the on-site sewage facility in a satisfactory manner.
- (f) (On-site sewage facilities must be designed in accordance with the rules established by GRAYSON COUNTY and the TCEQ. Design shall be based on the results of a site evaluation performed on the Property.
- (g) Only one single-family residence or duplex shall be located on each Lot when an on-site sewage facility is used and only one residence shall be connected to said facility.
- (h) Buildings to be built on any Lot which are lower than the road or roads on which they front and/or abut shall be built such that the minimum finished floor elevation is at least 1-foot above the proposed grade of the yard adjacent to the building. This is to reduce the risk of damage to a building that may be caused by storm water damage.
- (i) No building shall be built on a 100-year flood plain unless the minimum recommended finished floor elevation is complied with. In no case shall the minimum finished floor elevation be less than 2-foot above the 100-year flood plain elevation.

- (j) Any filling or obstruction of the floodway or drainage easements is prohibited.
- (k) Any driveway culverts, if necessary, are to be installed by the property owner and in accordance with the policies of GRAYSON COUNTY and shall be sufficient size to pass the 10-year storm. In no case shall a driveway culvert be less than 18-inches in diameter on a proposed road.
- (l) The driveway above a culvert should be constructed such that the driveway is at least six (6") inches below the outside edge of the main roadway. This will reduce the risk of water, which exceeds the capacity of the culvert, flowing over the culvert and entering the roadway.
- (m) Any underground utility company shall be contacted to verify depth and locations of utilities prior to any excavation occurring on the Property.

ARTICLE III **EASEMENTS**

3.01 Utility Easements. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. All drainage easements shall be kept clear of fences, buildings, foundations and plantings, and other obstructions to the operation and maintenance of the drainage facility.

ARTICLE IV **GENERAL PROVISIONS**

4.01 Duration. The Covenants and Restriction of these Covenants and Restrictions shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, its respective legal representatives, heirs, successors, and assigns, for a term ending January 1, 2031, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by Declarant and Owner recorded in the Real Property Records of GRAYSON COUNTY, Texas, which contains and sets forth an agreement to abolish the Covenants and Restrictions; provided, however, no such agreement to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

4.02 Amendments. Notwithstanding Section 4.01 of this Article, these Covenants and Restrictions may be amended and/or changed in part as follows:

- (a) Declarant may amend these Covenants and Restrictions during the ten (10) year period commencing on the date hereof and ending on the tenth (10th) anniversary of such date of these Covenants and Restrictions; and
- (b) After then ten (10) year period commencing on the date hereof and ending on the tenth (10th) anniversary of such date these Covenants and Restrictions may be amended with the consent of two-thirds (2/3) of the Lot Owners. Any and all amendments, if any, shall be recorded in the office of the Real Property Records of GRAYSON COUNTY, Texas.

4.03 Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by Declarant or any Lot Owner against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin such violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be

deemed a waiver of the right to do so thereafter. The foregoing shall not require Declarant to enforce or uphold any of these Covenants and Restrictions. The legal fees incurred by any party in the enforcement or defense of these Covenants and Restrictions shall be paid by the prevailing party in such action.

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

4.05 Headings. The headings contained in these Covenants and Restrictions are for reference purposes only and shall not in any way affect the meaning or interpretation of these Covenants and Restrictions.

4.06 Notices to Owner. Any notice required to be given to Owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records at the time of such mailing.

4.07 Annexation. Declarant may annex additional property to become a portion of the Property and thereafter be subject to the terms, provisions, and conditions of these Covenants and Restrictions. Declarant may exercise such right by recording a Supplement to these Covenants and Restrictions in the Records of GRAYSON COUNTY.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this _____ day of _____, 2022.

DECLARANT:

JAKE JAMMER LLC,
a Texas limited liability company

By: _____
CHAD MUDD, Sole Manager and Member

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Chad Mudd, Sole Manager and Member of Jake Jammer LLC, a Texas limited liability company.

Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION

**EXHIBIT B
PLAT**