



**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
OF EDGEVIEW SUBDIVISION**

THE STATE OF TEXAS    §  
                                  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF GREGG     §

This Declaration of Restrictions, Covenants and Conditions is made as of the 28<sup>th</sup> day of February, 2008, by PARTNERS OF BENCHMARK PROPERTIES, L.P., a Texas limited partnership, hereinafter called "Developer", as follows:

RECITALS:

A. Developer is the owner of that certain tract or parcel of land situated in Gregg County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"), which Property Developer intends to subdivide as a residential subdivision to be known as Edgeview Subdivision (the "Subdivision").

B. Developer desires to provide for the preservation of values and amenities of the properties situated within the Subdivision, and to this end, desires to establish and carry out a uniform plan of development for the Subdivision and subject each lot or tract therein to the various covenants, conditions and restrictions set forth in this Declaration.

NOW, THEREFORE, Developer hereby declares, establishes and adopts the covenants, restrictions, reservations and conditions set forth below, (herein called "Restrictions"), which Restrictions shall be applicable to the ownership, use, development, improvement and sale of each Lot within the boundaries of the Subdivision, and any contract, deed or other instrument covering any Lot within the Subdivision shall be conclusively held to have been executed, delivered and accepted subject to these Restrictions, regardless of whether or not these Restrictions are set out in or incorporated by reference in any such contract, deed or other instrument, to the extent as if fully set forth therein, and each of these Restrictions shall be considered a covenant running with the land and shall inure to benefit of the Developer, its successors and assigns, and all subsequent owners of any Lot within the Subdivision, their respective heirs, legal representatives, successors and assigns.

ARTICLE I

Definitions

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

1.01 "Developer" shall mean Partners of Benchmark Properties, L.P., its successors and assigns, provided such assigns are so designated in writing by the preceding Developer.

1.02 "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) petroleum products and polychlorinated biphenyls; (e) any substance and presence of which on the Property is prohibited by any government requirement; and (f) any other substance which by any government requirement requires special handling in its collection, storage, treatment, or disposal.

1.03 "Lot" shall mean each separate lot or tract of land subdivided and conveyed out of the Property or shown as a separate lot on any recorded subdivision Plat of the Property.

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

1.05 "Plat" shall mean any recorded subdivision Plat of the Property.

## ARTICLE II

### Use Restrictions

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 Single Family Use. 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 Dwellings. Dwellings may be site built or single or double-wide mobile or manufactured type homes or a house may be moved onto a Lot under the following conditions:

A. No dwelling may be placed on any Lot that is five (5) years old or older without the written consent of the Developer.

B. Each Lot shall be limited to one dwelling per Lot.

C. A Dwelling placed on any Lot, including mobile or manufactured type homes, must be underskirted completely with similar materials and matching color within sixty (60) days of occupancy; the skirting or "underpinning" must continue to be properly maintained thereafter.

D. Mobile homes must have all wheels, axles and hitches or "tongues" removed and stored under the mobile home or out of sight.

E. In the event a Lot Owner desires to buy a house that was built at another location and move it onto a Lot, the Owner shall submit plans to be approved by the Developer in writing as to the on-site improvements to be constructed once the house is situated on the Lot. All improvements shall be completed within six (6) months and the house shall not be occupied until the improvements are completed.

2.03 Living Area. 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 1100 square feet.

2.04 Accessory Structures. In no event shall any accessory structure be situated closer to the road than the dwelling; any such accessory structure shall not exceed 1200 square feet. Permitted structures shall not have an eave height of more than 12 feet. One accessory structure over 300 square feet and one accessory structure under 300 square feet per Lot is permitted. This restriction may be waived or varied with the written consent of the Developer within Developer's sole and absolute discretion.

2.05 Sewer Systems. 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.

2.06 Lot Maintenance. 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.

2.07 Storage and Parking of Vehicles. No boat, mobile home, trailer, boat rigging, truck larger than a one and one half (1 ½) ton truck, motorcycle, or bus shall be parked or kept in the street, in front of, or side of any Lot. No inoperable or unused automobiles, trucks, trailers, or vehicles shall be parked on any Lot. Boats, trailers, or campers may be kept in the back yard of a Lot as long as fencing is in place that would cause the boat, trailer or camper to be out of sight from adjoining Lots or public open areas. No vehicle of any size which normally transports

flammable or explosive cargo may be kept on any lot at any time. Operable automobiles must be parked in the garage or on the driveway and shall not be parked in the grass portion of the yard of any Lot. No commercial trucks or trailers such as an 18 wheeler shall be stored or parked upon or in front of any Lot.

2.08 Animals and Livestock. No dogs, 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. Large animals such as horses and cattle may be raised or bred for commercial purposes, but only in such numbers as will avoid grazing the land to bare ground and creating dust and erosion problems, and in no event shall there be more than one large animal per acre of land. Domestic animals such as dogs and cats are permitted, provided they are kept on Owner's Lot and not permitted off the Owner's Lot except on a leash and accompanied by the Owner. Developer shall have the authority to authorize the capture and removal of any dogs running loose in the Subdivision. Within the sole and absolute discretion and determination of the Developer, offensive or noxious activity of any kind or manner in connection with the keeping of animals on a Lot shall not be permitted.

2.09 Excavation of Lot. The digging of dirt or the removal of any dirt from any Lot, and the alteration of the grade of any Lot, is prohibited, except as necessary in conjunction with landscaping or construction of improvements. No quarrying or surface mining operations of any kind shall be permitted on any Lot.

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

2.11 Damage and Repair of Lot. 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.

2.12 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. No repair work on or dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street or driveway. No motor bikes, motorcycles, motor scooters, "Go-carts," 4-wheelers or other vehicles shall be permitted to be operated on the Property if such operations, by reason of noise or fumes emitted, or by reason of manner in use, shall constitute a nuisance as determined by Developer within its sole and absolute discretion.

2.13 Hazardous Materials. The placement, holding, locating, disposal, manufacture, storage, or dumping of any Hazardous Materials on any Lot is prohibited.

2.14 Driveway Access to FM 2011. The Texas Department of Transportation limits private driveway access to state maintained roads. For Lots fronting FM 2011 the State of Texas has approved the location of culverts as shown on the subdivision Plat requiring that two Lots share one culvert; the location of culverts for driveways must conform as shown on the subdivision Plat.

### ARTICLE III

#### Easements Reserved

3.01 Utility Easements. Developer reserves a utility easement along the frontage of each Lot abutting a road as shown on the recorded Plat of the Subdivision for the installation, maintenance and replacement of utilities serving the Subdivision, including, without limitation, water, gas, electricity, telephone and cable. Developer shall have the right to dedicate such utility easement to the public or any utility service provider.

3.02 Additional Easements. If additional utility or drainage easements, whether or not contemplated or mentioned in this Declaration, between or across portions of the Subdivision are necessary and desirable to effectuate the purposes of this Declaration, then, upon the request of Developer, and provided said proposed additional easements will not unreasonably interfere with the development, use, access to and occupancy of any Lot, each Owner agrees to grant such additional easements across such Owner's Lot, without charge, subject to such reasonable terms and conditions as shall be agreed upon between Developer and such Owner. Any such new easement or easements shall be signed by Developer and/or all Owners of portions of the property which compose the land within such new easements and shall be recorded in the Official Public Records of Gregg County, Texas.

3.03 Common Driveway Easements. Developer reserves, for the benefit of Lots fronting on FM Hwy. 2011, an easement for the common driveways on certain Lots as shown on the recorded Plat of the Subdivision, which common driveways shall be shared by the Lot Owners and each Lot Owner shall be responsible for one-half (1/2) of the cost of all maintenance and repairs of the common driveway.

### 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 and absolute 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 or 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 these Restrictions shall be automatically extended for successive periods of ten (10) years each. These Restrictions may be amended by an instrument signed by sixty-seven percent (67%) of the Lot 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 and these Restrictions 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 or 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 vice 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 members, principals, 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.

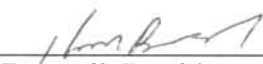
6.09 Restrictions Not Applicable to Other Lands. These Restrictions apply only to the land described in Exhibit "A" to be known as Edgeview Subdivision. Developer is not obligated to impose any restrictions on other lands owned by Developer, whether contiguous or noncontiguous, provided that Developer reserves the right within Developer's sole and absolute discretion to supplement these Restrictions by adding additional lands which Developer desires to be governed by these Restrictions.

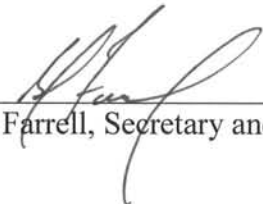
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the date and year above set forth.

DEVELOPER:

PARTNERS OF BENCHMARK PROPERTIES, L.P.,  
a Texas limited partnership

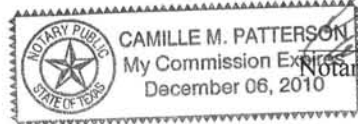

By: BENCHMARK PROPERTIES, L.C., a Texas  
limited liability company, its General Partner

By:   
Hank Boswell, President and Member

By:   
Bob Farrell, Secretary and Member

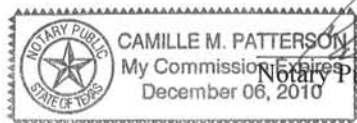
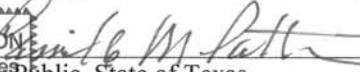
STATE OF TEXAS §  
COUNTY OF GREGG §

This instrument was acknowledged before me on the 28<sup>th</sup> day of February, 2008, by Hank Boswell, as President and Member of Benchmark Properties, L.C., a Texas limited liability company, General Partner of Partners of Benchmark Properties, L.P., a Texas limited partnership, on behalf of said limited partnership.

   
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF GREGG §

This instrument was acknowledged before me on the 28<sup>th</sup> day of February, 2008, by Bob Farrell, as Secretary and Member of Benchmark Properties, L.C., a Texas limited liability company, General Partner of Partners of Benchmark Properties, L.P., a Texas limited partnership, on behalf of said limited partnership.

   
Notary Public, State of Texas

## EXHIBIT "A"

### LEGAL DESCRIPTION

BEING a 31.562 acre tract of land situated in the Eleanor Bradley Survey, Abstract No. 17, Gregg County, Texas, and being part of a called 287.588 acre tract of land described in a deed to Nutt and Osborne Properties filed February 4, 1999 and as shown of record in County Clerks Filed No. 9902756, Official Records of said county, said 31.562 acre tract being more particularly described as follows:

BEGINNING at a ½ inch iron rod found at the most Southerly Southwest corner of said 287.588 acre tract, same being the Southeast corner of a called 10 acre tract of land described in Volume 1182, Page 346, Deed Records, said corner being in the North right of way line of Farm Road No. 2011, a 20 inch diameter Sweet Gum tree marked "X" bears S 69 deg 29 min 57 sec W a distance of 7.49 feet;

THENCE N 11 deg 43 min 22 sec E (deed N 11 deg 43 min 22 sec E 498.41 feet) along a West line of said 287.589 acre tract (Bearing Base) and along the East line of said 10 acre tract and partly along a fence a distance of 498.45 feet to a point for a Northwest corner of said 287.589 acre tract, same being in the pavement of Pleasant Green Road, a ½ inch iron rod found bears S 11 deg 43 min 22 sec W a distance of 22.85 feet;

THENCE S 76 deg 01 min 00 sec E (deed S 76 deg 21 min 04 sec W 231.27 feet) along a Westerly North line of said 287.589 acre tract, same being along and South of the South lines of a called 2.00 acre tract and a called 21.238 acre tract of land described in County Clerks File No. 200206396 and along the pavement centerline of said road a distance of 231.27 feet to an ell corner of said 287.589 acre tract, a ½ inch iron rod found at the Southeast corner of said 21.238 acre tract bears N 06 deg 28 min 34 sec E a distance of 23.30 feet;

THENCE in a Southeasterly direction along the pavement centerline of Pleasant Green Road as follows;

S 67 deg 07 min 12 sec E a distance of 920.17 feet;

S 66 deg 50 min 47 sec E a distance of 856.55 feet;

S 73 deg 34 min 57 sec E a distance of 114.87 feet;

S 78 deg 02 min 47 sec E a distance of 132.72 feet;

S 80 deg 56 min 00 sec E a distance of 250.48 feet to an ell corner of said 287.589 acre tract, a ½ inch iron rod found at the Northwest corner of a called 20.913 acre tract bears S 21 deg 15 min 36 sec W a distance of 17.66 feet and a ¾ inch crimped iron pipe found bears S 63 deg 48 min 24 sec E a distance of 60.27 feet;

THENCE S 21 deg 15 min 36 sec W (deed S 21 deg 12 min 00 sec W 223.67 feet) along the East line of said 287.589 acre tract and along the West line of said 20.913 acre tract and generally along an old fence a distance of 223.78 feet to a ½ inch iron rod found at a corner;

THENCE S 20 deg 47 min 54 sec W (deed S 20 deg 43 min 40 sec W 143.46 feet) continuing along said line and an old fence a distance of 143.37 feet to a 5/8 inch iron rod found at a corner;

THENCE S 11 deg 46 min 23 sec W (deed S 11 deg 49 min 23 sec W 218.66 feet) continuing along said line a distance of 218.75 feet to a 3/8 inch iron rod found at the Southwest corner of said 20.913 acre tract, same being the Northwest corner of a called 3.490 acre tract of land described in County Clerks File No. 200600420, Official Records;

THENCE S 18 deg 14 min 28 sec W (deed S 18 deg 13 min 54 sec W 385.54 feet) continuing along said East line, same being a West line of the residue of a called 33.5 acre tract of land owned or once owned by T. B. Stinchcomb as mentioned in County Clerks File No. 200600420 description of said 3.490 acre tract, a distance of 385.49 feet to a 1/2 inch iron rod found at the Southeast corner of said 287.589 acre tract in the Northeast right of way line of Farm Road No. 2011, a 5/8 inch iron rod found at the Southwest corner of said 3.490 acre tract bears S 19 deg 53 min 14 sec E a distance of 32.97 feet;

THENCE in a Northwesterly direction along said North right of way line of Farm Road No. 2011, same being along a curve to the left, said curve having a central angle of 46 deg 15 min 28 sec, a radius of 1203.74 feet, a long chord bearing of N 44 deg 34 min 56 sec W, a long chord distance of 945.66 feet, along the arc of said curve a distance of 971.84 feet to a point of tangency, a 1/2 inch iron pipe found bears S 32 deg 01 min 08 sec W a distance of 99.81 feet and a 5/8 inch iron rod found bears S 30 deg 57 min 13 sec W a distance of 102.68 feet;

THENCE N 67 deg 39 min 42 sec W continuing along said right of way line a distance of 1607.92 feet to the Point of Beginning and containing 31.562 acres of land of which a calculated area of 1.15 acre of land lies in Pleasant Green Road and a calculated area of 0.48 acre of land lies in the limits of an unnamed public road crossing subject tract leaving a net of 29.932 acres of land.

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Connie Wade*

Connie Wade, County Clerk  
Gregg County Texas

April 30, 2008 12:08:08

FEE: \$52.00  
DECLARATION

200808765