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2004-R0021594

RESTRICTIVE COVENANTS

Brynmarr Court Development Ltd., L.L.P., a Texas Limited Liability Partnership, as "Declarant", acting by and through PRADIN, Inc., its general partner, and Starr Capital Investments, Ltd., a Texas Limited Partnership, as "Declarant", acting by and through FrontLine Capital I, LLC, its general partner (Owner of Lots 20, 21 and 22, NCB 1640-B, Brynmarr Court Phase 2, only) for the benefit of themselves and each person hereafter acquiring title to any part of the hereafter described land, hereby adopt the following restrictions concerning the land described below, which constitutes Phase 2 of Brynmarr Court, and is a part of the Marshall University Survey, Abstract 624, Tyler, Smith County, Texas.

Being All of Lots 6 through 24, NCB 1640-B, Lots 11 through 23 of NCB 1640-C of Brynmarr Court (Phase 2) to the City of Tyler, Texas, as depicted on and established by the final plat of record in Cabinet D, Slide 202-C in the Plat Records of Smith County, Texas; all of the land covered hereby is called the "Lots".

In addition to the restrictive covenants herein below, Lots 8, 9 and 10, NCB 1640-B, are subject to an additional restriction, as required by the City of Tyler. Accordingly, Lots 8, 9 and 10, NCB 1640-B, must maintain an area, free of any obstruction, of not less than 15 feet from the rear boundary line of the Lot for drainage purposes.

The following restrictive covenants are imposed upon the above described land to insure its attractiveness for residential purposes and to prevent the existence of any nuisance or other unattractive use inconsistent with or which might detract from its intended residential use. These covenants shall run with the land and they are binding on every person or other entity hereafter acquiring an interest in any lot.

Therefore, Declarant hereby impresses on the Lots the following restrictions, limitations and covenants:

1. FULLY PROTECTED RESIDENTIAL AREA

The restrictive covenants herein contained shall apply equally to every residence erected upon a Lot.

2. LAND USE, BUILDING TYPE AND SETBACK RESTRICTIONS

Except upon written approval of the Architectural Control Committee, no Lot shall be resubdivided or further subdivided. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except a single family residence having a height not exceeding two stories.

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The exterior walls of each building, exclusive of doors, windows and gable areas, shall be not less than 65% brick, brick veneer, stone, stone veneer or masonry construction. The rest of the exterior wall shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling. The roof of each structure shall be constructed of fireproofed wood shingles or shakes or other fireproofed materials of at least 300 pound composition and 25 year bonded. The roof pitch shall be a minimum of 8 inches vertical for every 12 inches horizontal, and a maximum of 12 inches vertical for every 12 inches horizontal.

Except as to flower beds, planters, and other landscaping material, no part of a dwelling or other structure may be less than 25 feet from the front street line, 7 ½ feet from each side boundary lines and 12 feet from the side street line (in the case of a corner Lot), and 25 feet from the rear boundary line of any Lot; provided however, that in the event of a conflict between these setback restrictions and those adopted by the City of Tyler, the latter will control. The Architectural Control Committee may allow variances to the setback restrictions unless any such proposed variance is in conflict with the City's restrictions.

With respect to fences, walls, hedges or other screening material on any unimproved Lot, no part of any such fence, wall, hedge or other screening material may be less than 65 feet from the front street line. If, and when, a dwelling is constructed on a previously unimproved Lot, the restrictions contained in the preceding paragraph will then become applicable.

3. GARAGES AND EASEMENTS

Each garage will be coordinated with the design of the house and shall be part of the residence or shall be attached thereto by breezeway and the setback restrictions herein provided shall likewise apply to such garage. No garage shall be constructed less than 20 feet in width. All garages will be side entry and may not face on the street upon which the residence faces. Provided, however, that a garage may face the street upon the written permission of the Architectural Control Committee.

4. DWELLING SIZE

The area of the floor space of the principal dwelling upon each Lot, exclusive of porches, breezeway, terraces, garages and storage spaces, shall be no less than 2100 square feet.

5. LANDSCAPING, FENCES, DRIVEWAYS AND SIDEWALKS

The owner of each Lot shall be required to maintain that Lot in a general clean condition, keeping it free of all unsightly undergrowth, weeds and vegetation. Within 120 days after substantial (95%) completion of the main structure on a Lot, its yard must be sprigged or sodded with grass of a variety acceptable to the Architectural Control Committee, which may impose other minimal landscaping requirements.

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No fences shall be constructed or allowed to remain in front of the minimum building setback line, and no fence shall be higher than six feet except the screen fence around a travel trailer required by paragraph 17 hereof.

All driveways and sidewalks shall be concrete; the use of asphalt or similar material for driveways is prohibited.

6. NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No water well may be drilled on a Lot.

7. SIGNS

No signs of any kind shall be displayed to the public in view on any Lot except for the purpose of advertising the property for sale or rent and by the builder or developer to advertise the property before and during the construction and sales period.

8. LIVESTOCK AND POULTRY

No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

9. GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any Lot.

11. RELOCATION OF BUILDINGS PROHIBITED

Unless an express written variance is granted by the Architectural Control Committee, only new buildings shall be constructed on the Lots. It is in the intention of this restriction to prohibit the moving of an existing building onto a lot in the absence of consent by the Architectural Control Committee.

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12. NO TEMPORARY STRUCTURES AS RESIDENCES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall ever be used as a residence on any Lot, whether such use is intended to be temporary or permanent.

13. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ENFORCEMENT

Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, and may be to restrain a violation, to require removal of an offending structure and to recover damages, as shall be appropriate.

15. SEVERABILITY

Invalidation by judgment or court order of any one of these restrictive covenants and provisions shall not affect any of the other restrictive covenants and provisions, which shall remain in full force and effect.

16. OIL AND MINING OPERATIONS

No drilling, development refining, quarrying or mining operations shall be permitted upon any Lot nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

17. VEHICLES

Trucks and buses having a net weight in excess of 3/4 ton shall not be permitted to park on the streets, driveways, or Lots overnight and no vehicle of any size which normally transports flammable or explosive cargo may be kept in the subdivision at any time. No recreational vehicle, travel trailer nor vehicle of any type which is not currently registered and in operable condition shall be parked or stored on any Lot. No recreational vehicle and travel trailer which is currently registered and in operable condition shall be parked or stored on any Lot unless it is completely screened from sight from all nearby Lots.

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18. MAILBOX COLUMNS

The column supporting the mailbox in front of each residence shall be of masonry construction.

19. ARCHITECTURAL CONTROL.

The Architectural Control Committee shall consist of three members. So long as it is the owner of any of the Lots, Brynmar Court Development Ltd., L.L.P. shall have the sole power and authority to appoint the members of the Architectural Control Committee, including the right to remove without cause any person serving on the Committee and to fill any vacancy on the Committee.

When Brynmar Court Development Ltd., L.L.P. is no longer the owner of any of the Lots covered hereby, the owners of the property of a majority of the Lots shall elect a successor Architectural Control Committee.

Except for emergency matters involving safety, no Lot may be altered and no building shall be commenced, erected, placed or altered on any Lot until the proposed plan shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the area and in compliance with these restrictions. For such approval, two complete sets of building plans (including front elevation) and specifications and two plot plans showing the locations of the structure and the finish grade elevations for the Lot shall be delivered to the Architectural Control Committee; one copy of such plans, specifications and plot plan shall be retained by the Architectural Control Committee and the second copy shall be returned to the Owner of the Lot with the approval or disapproval of the Architectural Control Committee endorsed thereon. The payment of a fee sufficient, in its opinion, to cover expenses as a condition precedent to its approval of any proposal submitted to it. Approval of the Architectural Control Committee shall not be deemed to be a representation or warranty of any nature concerning the use worthiness, structural safety or engineering soundness of any proposed structure or alteration and such approval shall not be deemed to be a statement that the proposal is in compliance with any building or safety code or ordinance.

If the Architectural Control Committee or its designated representative fails to disapprove any proposed building plans and specifications within 20 days after its receipt of the same, and if the same are in compliance with these Restrictions, the Architectural Control Committee shall be deemed to have approved such plans and specifications.

The Architectural Control Committee may waive in writing any variation from these restrictions as the Committee deems these restrictions; unless the same is expressly stated to be of general application, such waiver shall be limited to the specific Lot for which the same is granted and it shall not constitute a precedent. Also, approval of plans for one Lot shall not be deemed to be approval of those or similar plans for another Lot.

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The Architectural Control Committee and its representatives shall have the continuing authority to inspect each structure upon any Lot and to require the Owner of the Lot and any contractor thereof to discontinue the erection of such dwelling until approval thereof by the Committee is obtained. Neither the Architectural Control Committee nor any of its members shall be guilty of any trespass, tort or interference with the terms of performance of any contract by so acting. The Architectural Control Committee and its members shall never be liable for any action or for its failure to or refusal to act.

The Architectural Control Committee shall not receive any fee or other compensation for its services.

20. DURATION AND AMENDMENT

These restrictions shall exist and be binding on the Lots for the initial period of twenty years from the date hereof, and the same shall be automatically extended for successive additional periods for five years each, unless prior to the expiration of the initial or any such additional period, a majority of the owners of the Lots agree in writing to terminate these restrictions. These restrictions may be amended by written agreement of the owners of a majority of the Lots, with the concurrence of the Architectural Control Committee.

In witness whereof, this instrument has been executed on this 28 day of April, 2004.

Declarant:

Brynmor Court Development Ltd., L.L.P.

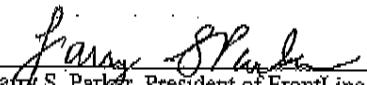
By: PRADIN, Inc., General Partner

By: 
Lewis Rippy, President of PRADIN, Inc.

Declarant:

Starr Capital Investments, Ltd.

By: FrontLine Capital I, LLC, General Partner

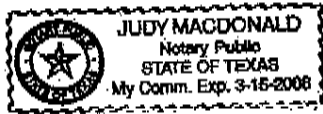
By: 
Larry S. Parker, President of FrontLine Capital I, LLC

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STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this 28 day of April, 2004 by Lewis Rippey, President of PRADIN, Inc., General Partner of Brynmar Court Development, Ltd., L.L.P., a Texas Limited Liability Partnership, on behalf of said partnership.

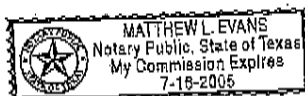


Judy Macdonald
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this 4th day of May ^(MLE), 2004 by Larry S. Parker, President of FrontLine Capital I, LLC, General Partner of Starr Capital Investments, Ltd., on behalf of said partnership.



Matthew L. Evans
NOTARY PUBLIC, STATE OF TEXAS

Return to:
Soren Scott Little
Manual Pick up

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was
filed on the date and time stamped hereon
by me and was duly recorded in the Official
Public records of Smith County, Texas.



MAY 4 2004

Judy Carnes
JUDY CARNES
COUNTY CLERK, Smith County, Texas

Brynmar Court Development Ltd., L.L.P.
Restrictive Covenants

Filed for Record in
SMITH COUNTY, TEXAS
JUDY CARNES, COUNTY CLERK
On May 04 2004
At 2:43pm
Receipt #: 300186
Recording: 25.00
Doc/Num : 2004-40021594
Doc/Type : REC
Deputy -Rebeca Caldero
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