

RESERVATIONS, RESTRICTIONS AND COVENANTS  
IN  
GEMSTONE ESTATES, PHASE ONE,  
IN GRANBURY, HOOD COUNTY, TEXAS

JASPER DEVELOPMENT LTD., a Texas limited partnership (sometimes hereinafter called "**Developer**") being the owner of that certain tract of land in Gemstone Estates, Phase One, in Granbury, Hood County, Texas (the "**Addition**"), more particularly described on the attached Exhibit "A", does hereby declare that all the lots shown thereon are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth, and which run with the land and shall be binding on any subsequent owners of the lots, their heirs, executors, administrators, successors and assigns.

DECLARATION

The provisions hereof are hereby made a part of each contract and deed in respect of 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.

I. TERM

All of the restrictions, conditions, and covenants set forth herein (sometimes referred to as "**Restrictions**") shall affect each and all of the lots and tracts in the Addition and shall run with such lots and tracts and shall exist and be binding upon all parties and all persons claiming under them for a period of 30 years from the date of filing hereof, after which time the same shall be automatically extended for successive periods of 10 years each; unless within 60 days of the expiration date of any such period, the then record owners of a majority of the lots covered hereby shall vote to modify or discontinue the provisions hereof.

II. ENFORCEMENT

If any owner of any of the Addition or any person shall violate or breach any of the Restrictions, any other owner or owners of any part of the Addition shall have the right to prosecute any proceeding at law or in equity (including suit for permanent injunction) against any such person or persons who are violating or attempting to violate or breach any of such Restrictions, and shall have the further right to use any other lawful means to prevent any such violations or breach.

III. AMENDMENT/VARIANCE/WAIVER

No delay or omission on the part of Developer, or its successors or assigns in interest, or of any owner or owners, in

exercising any right, power, or remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision breach has expired; and no right of action shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against Developer, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein agreements, conditions, restrictions, charges or covenants which may be unenforceable.

#### IV. MORTGAGE VALIDITY

Violation of any part of this Declaration shall not default or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

#### V. INVALIDATION

Invalidation of any one of these Restrictions by judgment or court order shall in no way effect any of the provisions, which shall remain in full force and effect.

#### VI. RESTRICTIONS

A. Residential Use. All of said property shall be occupied and used for single family residential purposes only ("**Residence**"). No Residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence per lot, which Residence may not exceed two stories in height or 35 feet, whichever is less, and a two stall attached garage.

B. Plans and Specifications. No Residence shall be erected, placed or altered on any building plot in this subdivision that does not comply with the Restrictions. Any request for a variance from the Restrictions must have the building plans, specifications and plot plan approved in writing by Developer or its authorized representatives.

In the event Developer or its authorized representatives fail to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion hereof, such approval will not be required and this covenant will be deemed to have been fully satisfied. Neither Developer nor its authorized representatives shall be entitled to

any compensation for services performed to this covenant. The powers and duties of Developer and its authorized representatives shall cease on and after December 31, 2005. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by Developer.

C. Building Size. Each Residence on each lot shall contain not less than 1,100 square feet of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from faces of exterior walls.

D. Building Materials. No Residence shall be erected on a lot of material other than brick, stone, brick-veneer, or other masonry material unless the above named materials constitute at least 70% of the outside wall areas below the first floor plate line, excluding window and door areas and covered porches, below gables or roof areas.

E. Outbuildings. No trailer, mobile home, modular home, tent, camper vehicle or temporary house shall be placed or erected on any lot for use as a Residence. No temporary buildings or structures of any kind may be placed on any lot, except that Developer may grant permission for temporary buildings or structures to be placed on lots for storage of materials during construction by the persons doing such work and for a temporary sales office for Developer or any other person engaged in the sale of lots within the Addition. If permission is granted, the temporary buildings or structures shall be removed within 30 days after written notice from Developer to remove the buildings or structures.

F. Fences, Boundary Plantings. No fence, wall or hedge shall be placed on any lot nearer to any front street than is permitted for the house on said lot and no fence, wall or hedge shall be placed on any portion of the site with a greater height than six feet. Should a hedge, shrub, tree or other planting be placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

G. Landscaping, Grounds Maintenance. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

H. Animals. No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes

on his property, and no person owning any lot or lots shall keep any animals in numbers in excess of that which he may use for the purpose of companionship for the private family, it being the purpose and intention hereof to restrict the use of said property so that no persons shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys or any other animals that may interfere with the quietude, health or safety of the community.

I. Vehicles. No trailer, camper, boat, mobile home, RV, boat trailer or similar wheeled vehicle or inoperable automobile shall be left on the street or within the front yard.

J. Antennas/Aerials. No radio, television or other aerial shall appear on the roof of any Residence and no such aerial shall be maintained on any lot not containing a Residence.

K. Signs. No sign of any kind shall be displayed to the public view on any lot except:

(1) one sign of not more than five square feet, advertising the property for sale or rent;

(2) signs used by a builder to advertise the property during the construction and sales period; or

(3) signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project.

L. Offensive Activity. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

M. Each Residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living together as a single housekeeping unit, together with any household servants.

N. None of the lots shall be subdivided into smaller lots.

O. All roofs shall be constructed of shake, wood, tile, metal, timberline Asbestos (215 lb. plus), Oakridge II (215 lbs.) or the equivalent thereof.

P. A lot or any portion of any lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion.

Q. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels,

mineral excavations or shafts be permitted upon or in any lot. No derrick or other similar structure shall be erected, maintained or permitted upon any lot.

R. All roofs shall contain a minimum pitch or angle of not less than five vertical inches for every 12 horizontal inches, commonly referred to as a 5/12 minimum pitch.

S. The outer edge of the eaves overhang facing any street shall not be less than 12 inches from the outer edge of the exterior sheeting face.

T. Specifically exempted from the provisions of this section are activities by the Declarant, carried out in the regular pursuit of construction, maintenance and sales within the subdivision, which exemption shall end when all development activity, including sales by them, are completed.

U. Amendments. Notwithstanding anything hereinabove, Developer, in its sole discretion, may amend or change these restrictions, covenants, and conditions in part prior to such time as 50% of the Lots have been sold.

#### VII. DEVELOPER'S RIGHTS

Developer's interpretation of the meaning and application of the provision hereof shall be final and binding on all interested parties at any time in question.

Developer may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

EXECUTED this the 20<sup>th</sup> day of August, 2002.

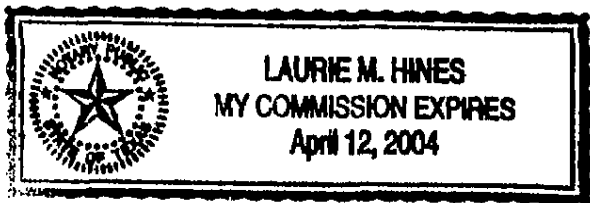
JASPER DEVELOPMENT LTD.,  
a Texas limited partnership  
By: Josiah Development, Inc.,  
its General Partner

By: Carl E. Greer, President  
Carl E. Greer,  
President

STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared CARL E. GREER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said JASPER DEVELOPMENT LTD., a Texas limited partnership, and that he executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20<sup>th</sup> day of August, 2002.



*Laurie M. Hines*  
Notary Public, State of Texas

My Commission Expires: 4-12-04

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AFTER RECORDING, RETURN TO:

JASPER DEVELOPMENT LTD.  
Attn: Carl E. Greer  
2201 N. Collins, Suite 156  
Arlington, TX 76011

EXHIBIT "A"

Lots 1 thru 7, inclusive, in Block 1; Lots 1 thru 5, inclusive, in Block 2; Lots 1 thru 19, inclusive, in Block 4; Lots 1 thru 21, inclusive, in Block 5; Lots 1 thru 17, inclusive, in Block 6; Lots 1 thru 5, inclusive, in Block 7; Lots 1 thru 4, inclusive, in Block 8; Lots 1 thru 8, inclusive, in Block 9; and Lots 1 and 2 in Block 10 of GEMSTONE ESTATES, PHASE ONE, an Addition to the City of Granbury, Hood County, Texas, according to the Plat recorded in Slide B-215 of the Plat Records of Hood County, Texas.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal law.  
STATE OF TEXAS COUNTY OF HOOD  
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon.



*Sally Oubre*  
SALLY OUBRE, County Clerk  
Hood County, Texas

FILED FOR RECORD  
AT 3:00 P. M.

AUG 26 2002

*Sally Oubre*  
County Clerk, Hood County, TX