

COVENANTS & DEED RESTRICTIONS

for

FAIRWAY PARKS PHASE I

00013193

THE STATE OF TEXAS

§
§
§

COUNTY OF NAVARRO

KNOW ALL MEN BY THESE PRESENTS, that Jackson Leisure Properties, L.P., the owner of the real property and all lots of FAIRWAY PARKS PHASE I, located in Navarro County, Texas, as more fully described on Exhibit "A" attached hereto and a part hereof, do hereby acknowledge, declare and adopt the Covenants & Deed Restrictions ("Covenants") governing the use and development of the property, which are hereby impressed upon the property covered hereby, subject to the provisions herein below and these Covenants and Deed Restrictions shall run with the land, and its owners, their heirs, successors, grantees and assigns, and supersedes and are in lieu of any prior restrictions whether included in any deed or otherwise, on the property covered hereby:

RESTRICTIONS:

1. There shall be established an Architectural Control Committee ("ACC") composed of three (3) members appointed by FAIRWAY PARKS HOMEOWNERS ASSOCIATION, INC. ("Association"), to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon or poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain a harmonious architectural scheme; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain property setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for high quality improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein. If for any reason a member or members of said committee becomes unable or unwilling to function then a replacement member or members shall be selected by the Association. All house plans shall be approved by a majority of the ACC. Neither Association nor the ACC, nor the members of said Committee, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.
2. All lots in FAIRWAY PARKS PHASE I, shall be described, known, and used exclusively as single family residential lots and shall not be used for commercial, industrial or professional use. No building shall be erected or maintained on any residential lots in FAIRWAY PARKS PHASE I other than a private residence, a private guest house and a private garage (a workshop or storage area for the sole use of the owner or occupant may be incorporated into a free-standing garage) , all of which must be architecturally compatible and for the sole use of the owner or occupant. All construction within the subdivision will need to comply with Navarro County Planning and Zoning requirements. All construction within the subdivision will need to be approved by the ACC. That committee will consider architectural compatibility, lot coverage and any unreasonably adverse impact that such construction may have on the surrounding lots. In no event may a freestanding garage be constructed prior to the construction of the residential

structure. All other types of freestanding structures, including but not limited to portable storage buildings and boat or trailer sheds shall be prohibited.

3. Prior to the construction of any improvements, permission must be granted in writing by the ACC. All construction applications submitted for approval must be accompanied by a completed application form, two copies of the complete construction plans, including specifications, working drawings and a plat map showing the location of the proposed improvements. Prior to the construction of a private residence or guest house, a \$250.00 non-refundable application fee, made payable to FPHA, must accompany the above stated items. Approval shall not be unreasonably withheld and the ACC shall approve or reject within three weeks of submittal.
4. It is the intention of Jackson Leisure Properties, L.P., that all of the construction at FAIRWAY PARKS PHASE I will be of high quality and consistent with a high quality residential neighborhood. Subject to the other provisions herein, all construction must be of new material, except stone, brick, or other materials used for antique decorative effect. Wood exteriors shall be adequately painted or stained. All homes must have at least 60% combined brick, stone, stucco and/or glass on exterior sides, unless otherwise approved in writing by the ACC. **THE ACC IS SPECIFICALLY EMPOWERED TO APPROVE HOUSES WITH LESS or NO MASONRY IF THE COMMITTEE FEELS THAT THE OVERALL PLAN OF THE HOUSE IS COMPATIBLE WITH THE QUALITY AND ARCHITECTURAL STANDARDS OF THE SUBDIVISION.** The roof must be tile, wood shingle or high quality composition shingle. A high quality "built-up" or single-ply type roof may be used on a limited basis for any flat or near flat roof areas. A high quality "standing seam metal" type of sheet metal roofing or a high quality aluminum "shake" shingle may be approved by the ACC provided specifications as to the material and the type of installation are furnished to the ACC and in the sole discretion of that committee, their use is deemed appropriate. The type of masonry and roofing or siding material shall be specified in the plans. There is no prohibition against the use of wood siding. There is no prohibition against the use of concrete siding, as long as it is used in conjunction with other types of masonry and its use is deemed appropriate by the ACC. No natural drainage shall be altered to the extent of affecting any adjoining lot or property, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the ACC.
5. No building or structure exceeding two stories in height, except split level, shall be erected on any lot unless approved by the ACC, and each residence shall have a minimum floor area of 2,000 square feet, exclusive of open or closed carports or garages. Open carports are allowed provided any such carport is attached to the residential structure.
6. No lot shall have more than one driveway; circular driveways will be allowed. The location of the driveways and any sidewalks should be shown on the building plans or the plat map. Driveway access to Lots No. 1, 2, 3, 28, 29, 30, and 31 will be limited to FAIRWAY PARKS PHASE I Drive only. These lots will not have direct ingress or egress to CR N.W. 1050.
7. All fences must be approved by the ACC. No chain link perimeter fences will be allowed. The ACC is empowered to decide on the suitability of fences given their location and function. On all lots that share a boundary with the Corsicana Country Club, it will be necessary that any fence located on that boundary will follow the exact design criteria that has been agreed upon between the Corsicana Country Club and Jackson Leisure Properties, L.P. That criteria, including drawings and specifications, will be provided at or prior to closing. All fences must be in architectural harmony with other fences.

8. No building shall be located nearer to the side street line than fifteen (15) feet, or nearer to the side of lot line than twelve (12) feet. No building shall be located nearer to the front lot line than forty (40) feet. In respect to any two or more contiguous whole and/or fractional lots owned by the same person or persons and said person or persons desire to use the combined lots as a single building site, the two outermost side lot lines will be considered as the side lot lines considering said contiguous whole and/or fractional lots as one lot; no replatting will be required.
9. No animals or birds shall be raised, bred or kept on any lot, except household pets may be kept provided that they are to be in no way raised, bred, or kept for commercial purposes. Except that on lots or combinations of adjoining lots (owned by the same person or persons) with acreage of at least three (3) acres, horses may be kept at the rate of two (2) horses for each three (3) acres. Two (2) cows, kept strictly for ornamental purpose, may be kept at the same stocking rate instead of or in conjunction with horses; the total stock rate not to exceed two (2) total head for three (3) acres. On lots or combination of adjoining lots (owned by the same person or persons) with acreage of at least of three (3) acres, a small barn, containing 800 square feet or less, of high quality and using new materials, may be permitted subject to written approval from the Architectural Control Committee. The Architectural Control Committee shall have the right to approve the location on the lot, the architectural style and the building materials of the barn.
10. No outbuilding or garage shall be erected on any lot before a residence is constructed thereon, and no outbuilding, basement, or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any residence of a temporary character be permitted. Travel trailers, motor homes, campers, camper trailers, and other recreational vehicles, shall not be permitted on any lot. No mobile homes, modular or prefabricated type homes shall be placed on any lot at any time.
11. Each lot hereunder shall be kept clean, mowed, and free of any weeds, tall grass, and debris such as will be in keeping with the other property and the community at any particular time. At no time shall junk cars or other inoperable equipment be stored on the lot. Upon failure to do this, Association or its successors or assigns may have the lot cleaned and mowed and the cost or expense thereof shall be payable by the lot purchaser to Association or its successors or assigns. These costs and expenses shall be secured by a lien on the lot so involved hereunder.
12. No pits, holes or other excavations shall be dug on any lot except in connection with the actual construction of the foundation of the improvements to be erected thereon. Prior to any digging, it is the responsibility of the lot owner to determine the location of any utilities and to obtain requisite permits from any applicable authority. 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. No construction or other materials may be stored on a lot unless construction has already begun on qualified improvements to said lot.
13. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot. No such signs for the sale of unimproved lots shall be permitted except that Jackson Leisure Properties retains the right to use signage as it deems appropriate.
14. No hunting or discharging of firearms shall be permitted on any lot or any part of FAIRWAY PARKS PHASE I.

15. No noxious or offensive trade or activity shall be carried out on any lot, nor shall anything be done thereon which may be, or which may become, an annoyance or nuisance to the neighborhood, or to any of the property owners herein.
16. Easements are reserved along and within fifteen (15) feet of the rear lines of all lots hereunder, fifteen (15) feet on the front lot lines of all lots hereunder, and ten (10) feet of the side lot lines of all lots hereunder, for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains, and other public and quasi-public utilities, with right of ingress to and egress from across said premises to employees of said utility companies. In respect to any two or more contiguous whole and/or fractional lots owned by the same person or persons and said person or persons desire to use the combined lots as a single building site, provided there are no existing utilities in the contiguous lots easement line, the two outermost side lot lines will be considered as the side lot lines, considering said contiguous whole and/or fractional lots as one lot.
17. Jackson Leisure Properties, L.P. and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, tennis courts, clubhouse, water treatment or waste water treatment facility, water wells, and related pumping storage, operation and maintenance facilities, and the like and numbered Sections 2, 3, 4, 5, 6, 7 and 9 hereof shall not apply thereto.
18. The materials installed in, and the means and methods of assembly of all sanitary plumbing shall conform to the requirements of the Health Department of Navarro County and the State of Texas and the Texas Water Quality Board.
19. Any building, structure, or other improvements commenced upon any lot shall be completed as to exterior finish and appearance within fourteen (14) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of materials, (except during construction of a building), and all lots shall be kept clean and free of tall grass and weeds, boxes, rubbish, trash, inoperative cars, inoperative boats, or other debris. All playground equipment (i.e. swing sets, trampolines, clubhouses) is prohibited in front and side yards. No boats, cars, trucks, or tractors, operative or inoperative, shall be stored on any lot in FAIRWAY PARKS PHASE I unless and until construction of an approved house has begun. No travel trailer, motor home or similar vehicle may be parked on any street or lots at any time. However, travel trailers and motor homes may be parked inside garages. The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure, vehicles or other items at the expense of the offending party.
20. No more than one residence may be constructed on any lot. Further, no lot shall be further subdivided, except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these Property restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association, its successors and assigns.
21. Mail boxes, when service becomes available, shall comply with U.S. Postal specifications.
22. A private swimming pool may be constructed, erected or installed on any lot in FAIRWAY PARKS PHASE I as an adjunct facility to the residence which is located on such lot. The

swimming pool shall be enclosed by a fence adequate to prevent unauthorized access and gates in such fence shall provide security against such access. Liabilities of all kinds pertaining to a private swimming pool will rest upon the owner of the property it is situated on.

23. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent any such violation; (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorneys' fees incurred in such proceeding. "Person or entity" as used in the next proceeding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provision hereof, the Association shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein.
24. For the safety of all property owners, their families, guests or other visitors to FAIRWAY PARKS PHASE I, property owners, their family members and invited guests shall not recklessly operate a motor vehicle or exceed a speed limit of thirty (30) miles per hour while operating any motor vehicles within FAIRWAY PARKS PHASE I. There is a 50,000 LB weight limit on all of the roadways within FAIRWAY PARKS PHASE I.
25. At the time of closing on the purchase of any lot in FAIRWAY PARKS PHASE I, each purchaser will automatically become a member of the Association. An assessment is hereby made of THIRTY DOLLARS (\$30.00) per month per lot to each owner, payable annually on the first (1st) day of January of each year. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year.
 - a. The assessment is payable to the Association at its office in Dallas County, Texas, or at any location that its office may be changed to at a future date.
 - b. The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the park area properties, and facilities of FAIRWAY PARKS PHASE I or for community improvement thereon, including but not limited to the construction and reconstruction, improvement and maintenance of roads, mowing of roadways, parks, and picnic area, and other improvements or services at FAIRWAY PARKS PHASE I and for such other uses as may be approved by the Association.
 - c. The assessment charges may be raised or decreased by the then current Directors of the Association if necessary to provide adequate funds to carry out the purposes of that Association.
 - d. Such assessment charges shall extend for the life of these Covenants and shall be

extended automatically at the same time the Covenants may be extended.

26. Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.
27. In addition to the Assessments authorized above, at any time the Association may levy in any calendar year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of roads, parks, and picnic areas or other improvement located or to be located upon the Park Areas, provided that any such Assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting (annual or special) of the Association duly called for such purpose.
28. No Owner may exempt himself from liability for his contribution toward the Park Areas by waiver of the use or enjoyment of any of the Park Areas or improvements located thereon.
29. All sums due but unpaid by a lot Owner for his share of Assessments, including interest thereon at ten percent (10%) per annum, shall constitute a lien on such lot superior to all other liens and encumbrances, except only for: (i) all taxes and special assessments levied by governmental and taxing authorities; and (ii) all liens securing sums due or to become due under any mortgage vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessments become due.
30. To evidence such lien, the Association may, but shall not be required to, prepare written notice setting forth the amount of such paid indebtedness, the name of the Owner of the lot and a description of the lot. Such notice shall be signed by one of the Board of Directors and may be recorded in the office of the Clerk and Recorder of Navarro County, Texas. Such lien for the Assessment shall attach from the date of the failure of payment of the Assessment. Such lien may be enforced by foreclosure of the defaulting Owner's lot by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code as may be amended from time to time, or in any manner permitted by law. Each Owner, by accepting a deed to his lot, expressly grants to the Association a power of sale, as set forth in said Section 51.002, in connection with the Assessment lien. The Board of Directors is hereby authorized to appoint a trustee to hold any such foreclosure sale. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing notice or claim of lien and all reasonable attorneys' fees. The Association shall have the power to bid on the lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey same.
31. The amount of the Assessment levied against each lot shall also be a debt of the Owner thereof at the time the Assessment is made. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing same.
32. Each Owner shall comply strictly with the provisions of these Covenants, the Bylaws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time.
33. The administration of the Association shall be governed by the Bylaws. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms

and conditions of the Bylaws.

34. Immediately after the recordation of these Covenants, Jackson Leisure Properties, L.P. shall execute and deliver a deed to the Association conveying title to the property described on Exhibit "B" to the Association. Jackson Leisure Properties, L.P. shall have the right to deed additional property to the Association for streets and Park Areas and the Association shall accept and maintain any such additional property.
35. Jackson Leisure Properties, L.P. shall have the right to submit additional phases of other Property or subdivisions as part of the real property and improvements to be subject to and managed by the Association.
36. These Covenants shall not be revoked, nor shall any of the provisions herein be amended from the date these Covenants are recorded unless the Owners representing at least ninety percent (90%) of the ownership of the lots agree to such revocation or amendment by instruments duly executed and recorded.
37. All notices, demands or other correspondence intended to be served upon Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the address of such Owner. All notices, demands or other correspondence intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid to the Association's address.
38. Whenever the applications and provisions of these Covenants conflict with the applications of any provisions of the Bylaws adopted by the Association, the provisions or applications of these Covenants shall prevail.
39. As used in these Covenants and the Bylaws of the Association, the following terms shall have the following meanings:
 - a. "Assessment" shall mean the charge against each lot Owner and his lot, representing a portion of the total cost to the Association of maintaining, improving, repairing, replacing and managing the Park Areas, which are to be paid uniformly and equally by each lot Owner of the Association, as provided herein.
 - b. "Association" shall mean FAIRWAY PARKS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, the Bylaws of which shall govern the administration of the FAIRWAY PARKS PHASE I property and the membership of which shall be composed of all of the Owners of the lots of FAIRWAY PARKS PHASE I and any additions and phases thereto.
 - c. "Board" or "Board of Directors" shall refer to the Board of Directors of FAIRWAY PARKS PHASE I HOMEOWNERS ASSOCIATION, INC.
 - d. "Park Area" shall mean the streets and/or roads located in or on FAIRWAY PARKS PHASE I as shown on plat of FAIRWAY PARKS PHASE I filed in Volume 7, Page 380, Plat Records of Navarro County, Texas, and the owners private use area shown on plat of FAIRWAY PARKS PHASE I.

- e. "First Mortgagee" shall mean the holder of a first mortgage lien on any lot in FAIRWAY PARKS PHASE I.
- f. "Owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns title to one or more Lots.
- g. "Special Assessment" shall mean in addition to the Assessment described above, the amount the Association may levy, in any assessment year, applicable to that year only for (i) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon on in the Park Area, including roads, fixtures and personal property related thereto; or (ii) the expense of any other contingency or cost deemed necessary by the Association.
- h. "Property" shall mean FAIRWAY PARKS PHASE I, as filed in Volume 7, Page 380 of the Official Plat Records of Navarro County, Texas.

This Agreement may be executed in several counterparts and all such counterparts so executed shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original of the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the 22nd day of December, 2006.

Address:

5630 Dyer Street
Dallas, Texas 75206

JACKSON LEISURE PROPERTIES, L.P.

By: Jackson Leisure Properties, Inc.
General Partner

By: [Signature]
J.G. Jackson, President

STATE OF TEXAS

COUNTY OF DALLAS

This document was acknowledged before me by J.G. Jackson, Vice-President of Jackson Leisure Properties, Inc., General Partner of Jackson Leisure Properties, L.P., on this 22nd day of December, 2006, on behalf of said venture.



My Commission Expires:
9-25-2010

Marie Campbell
Notary Public in and for
The State of Texas

Marie Campbell
Printed Name of Notary

EXHIBIT "A"

FIELD NOTES.

FAIRWAY PARKS
PHASE ONE
82.45 ACRES

RACHAEL LEACH SURVEY
ABSTRACT 6
HARVEY HOMAN SURVEY
ABSTRACT 402

NAVARRO COUNTY

All that certain lot, tract, or parcel of land situated in the Rachael Leach Survey Abstract 6 and the Harvey Homan Survey Abstract 402, Navarro County, Texas, being a portion of a called 27.18 acre tract of land described by deed recorded in Volume 1736, Page 331 and being a portion of a called 63.67 acre tract of land described by deed recorded in Volume 1730, Page 846 of the Deed Records of Navarro County, Texas, said tract or parcel of land being more fully described by metes and bounds as follows:

BEGINNING on a set 1/2" iron rod for the most southerly corner of the above mentioned 63.67 acre tract and this tract located at the intersection of the north line of County Road No. NW1050 and the northeast ROW of the Forth Worth and Denver, Chicago Rock Island and Pacific Railroad;

THENCE with said northeast ROW N64°32'34"W 2365.82 feet to a set 1/2" iron rod for the beginning of a curve to the left;

THENCE with said curve having a Delta Angle of 05°37'37" a Radius of 5252.24 feet, a Chord of N65°54'51"W 515.60 feet for a Length of 515.81 feet to the end of this curve;

THENCE N03°46'16"E 333.02 feet to a found 5/8" iron rod for corner;

THENCE N59°48'33"E 1365.90 feet to a found 5/8" iron rod for the most northerly corner of this tract;

THENCE S28°28'24"E 1366.22 feet to a found 5/8" iron rod for corner;

THENCE N62°10'28"E 196.24 feet to a found 5/8" iron rod for corner;

THENCE N28°44'54"W 141.93 feet to a found 5/8" iron rod with cap for corner;

THENCE N56°43'51"E 371.04 feet to a found 5/8" iron rod with cap for corner;

THENCE S25°32'30"E 223.10 feet to a set 1/2" iron rod for corner;

THENCE N59°43'50"E 340.61 feet to a set 1/2" iron rod for corner;

THENCE S30°26'21"E 585.96 feet to a found 2" pipe post for corner;

THENCE N59°20'01"E 658.10 feet to a found 1/2" iron rod for corner;

THENCE S19°07'56"E 421.00 feet to a found 1/2" iron rod for corner;

THENCE S26°05'57"E 216.22 feet to a set 1/2" iron rod located on said north line of County Road No. NW1050;

THENCE with said north line S59°56'22"W 1340.98 feet to the place of beginning and containing 82.45 acres of land.