

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (this "*Declaration*") is made this 1st day of August 2023, by DNB INVESTMENTS, LTD., a Texas limited partnership ("*Declarant*"). Declarant is the sole owner of the 29 platted lots, being Lots 3-11, Block A, and Lots 1-20 Block B, Reast Road Estates situated in the Ezekiel Couch Survey, Abstract No. 279, in Grayson County, Texas, such land being more fully described in Exhibit A attached hereto (collectively, the "*Property*"). Declarant anticipates selling all or part of the Property to other persons or entities (together with Declarant, collectively, "*Owners*"), and all Owners are intended to benefit from the Restrictions (defined below) created herein.

1. For itself and for the benefit of all Owners, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions set forth on Exhibit B (collectively, the "*Restrictions*"). The Restrictions shall "run with the land" and be binding upon and inure to the benefit of all owners of any portion of the Property, together with their respective heirs, executors, successors and assigns.

2. Enforcement of this Restrictions may be by a proceeding initiated by any Owner against any person or persons violating or attempting to violate the Restrictions, either to restrain or enjoin violation or to recover damages for the violation, or both. Failure by any party to enforce the Restrictions shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

3. No breach of the Restrictions shall entitle any Owner to cancel, rescind or otherwise terminate this Restrictions. The various rights and remedies herein contained and reserved shall not be considered as exclusive of any right or remedy but shall be considered as cumulative and shall in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be constructed as a waiver of any default or non-performance or as acquiescence therein.

4. If any term, provision, covenant or condition of this Declaration, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Declaration and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

5. The laws of the State of Texas shall govern the validity, construction, performance and effect of this Declaration.

6. The Restrictions shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by all Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded in the office of the Real Property Records of Grayson County, Texas, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners in accordance with the modification requirements in Exhibit B and recorded in the Deed Records of Grayson County, Texas, agreeing to abolish the Restrictions in whole or a substantial portion thereof.

IN WITNESS THEREOF, Declarant has caused this instrument to be executed as of the date first above written.

DECLARANT:

DNB INVESTMENTS, LTD.,
a Texas limited partnership

By: Irwin Properties, Inc.,
a Texas corporation,
General Partner

By: 
Craig Irwin, President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 2nd day of November 2023, by Craig Irwin, President of Irwin Properties, Inc., a Texas corporation, the general partner of DNB Investments, Ltd., a Texas limited partnership, on behalf of said entities.




Notary Public, State of Texas
My commission expires: 1/27/2025

EXHIBIT A

Lots 3-11, Block A, and Lots 1-20, Block B, Reast Road Estates, an Addition in the Ezekiel Couch Survey, Abstract Number 279, and the E.L. Stickey Survey, Abstract Number 1089, Grayson County, Texas, according to the Minor Plat thereof, recorded under Document No. 2022-183, Plat Records of Grayson County, Texas.

EXHIBIT B

"Development" means the Property described on the foregoing Exhibit A.

"Developer" means DNB Investments, Ltd.

"Lot" means a platted lot or lots in the Development.

- 1) The Lots may be used only for residential and agricultural purposes.
- 2) All fencing will be of new materials only.
- 3) No junkyards or salvage yards.
- 4) No commercial businesses or uses.
- 5) No Radio Towers or Antennas over 40 feet, measured from the ground.
- 6) No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done thereon which would be illegal, an annoyance or nuisance to the owner or owners of adjoining property. This prohibition includes, but is not limited to, motocross tracks and gun ranges. Any lighted arenas must be constructed in such a way as to prevent lights from shining onto other Lots and must be turned off by 10 PM.
- 7) The restrictions herein may only be modified upon written agreement of owners of 80% of the acreage in the Development and with the consent of at least of 3 separate owners in favor of such modification. Any such modification must be recorded in the Deed Records of Grayson County, Texas.
- 8) No more than three (3) large animals per Lot.
- 9) No swine, unless it is an FFA or 4H project and no more than one (1) per Lot.
- 10) No commercial dog or cat kennels. All pets must be kept behind the main residence.
- 11) No inoperable vehicles will be allowed on any Lot for more than 30 days.
- 12) No more than one (1) boat and one (1) RV stored outdoors on any Lot.
- 13) No more than two (2) residential structures per Lot.
- 14) Any manufactured home must have tongues and tires removed and must be fully skirted.
- 15) Any manufactured home must be at minimum a double wide home and must have a manufactured date no older than 5 years prior to delivery to the applicable Lot. No single wide homes are permitted.
- 16) Grass between the homes and Reast Road must be maintained to a height not to

exceed 8 inches.

- 17) All equipment, toys, tools, trash and other items considered a nuisance must be kept hidden from the front street at all times.