

**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
OF DOUBLE OAK SUBDIVISION**

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

This Declaration of Restrictions, Covenants and Conditions is made as of the 23 day of October, 2012, 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 Marion 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 Double Oak 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 900 square feet. This restriction may be waived or varied with the written consent of the Developer within Developer's sole and absolute discretion.

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 Marion 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 three times annually, the first mowing to be completed by May 15, the second mowing to be completed by July 15, and the third mowing to be completed by October 15. 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, recreational vehicle (RV), 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, campers or

recreational vehicles (RV's) may be kept in the back yard of a Lot as long as privacy fencing of 6 feet height is in place that would cause the boat, trailer, camper or RV to be out of sight or mostly screened from adjoining Lots or public open areas, or the boat, trailer, camper or RV is parked at least 50 feet away from any adjoining lot. No vehicle of any size which normally transports flammable or explosive cargo or other hazardous materials 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, cats or other animals 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.

ARTICLE III

Easements Reserved

3.01 Utility Easements. Developer reserves a utility easement with a width of 30 feet along the frontage of each Lot abutting a road 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.

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 to re subdivide any Lot.

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 Marion 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 Double Oak 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

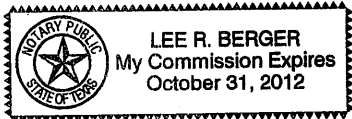
By: BENCHMARK PROPERTIES, L.C., a Texas
limited liability company, its General Partner

By: [Signature]
Hank Boswell, President and Member

By: [Signature]
Bob Farrell, Secretary and Member

STATE OF TEXAS §
COUNTY OF MARION §

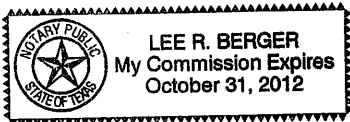
This instrument was acknowledged before me on the 23 day of October, 2012, by Hank Boswell, as President and Member of Benchmark Properties, L.C., a Texas limited liability company, General Partner of Partners of Benchmark Properties, L.P., a Texas limited partnership, on behalf of said limited partnership.



Lee R. Berger
Notary Public, State of Texas

STATE OF TEXAS §
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This instrument was acknowledged before me on the 23 day of October, 2012, 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.



Lee R. Berger
Notary Public, State of Texas

EXHIBIT "A"

FIELD NOTES
39.237 ACRES

All that certain lot, tract or parcel of land, situated in Marion County, Texas, about 7 1/2 miles East of the Courthouse in the City of Jefferson, being 39.237 acres of land, a part of the ISAAC H. JONES SURVEY, A-214, and being that same land (called to contain 39.41 acres) described in deed from Virginia Grace Moore Belcher to Partners of Benchmark Properties, L.P., dated June 4, 2012, and recorded in Volume 838, Page 159 of the Marion County Deed Records, said 39.237 acres being more particularly described as follows:

Beginning at a 60d nail set for corner of the Westernmost corner of said 39.237 acre tract, being on the centerline of County Road No. 3222 (also known as Boots Walker Road), being on the Northwest line of said Jones Survey, said nail also being the Northernly corner of that certain called 2 acre tract described in deed to Berto D. Rose, recorded in Volume 340, Page 87 of said Deed Records;

Thence North 45°07'26" East, along the Northwest line of said 39.237 acre tract and said Survey, and along the centerline of said road, 351.51 feet to a 60d nail set for corner on same, being the Westerly corner of that certain called 2 acre tract described in deed to P & R Terra Partnership, recorded in Volume 776, Page 549 of said Deed Records, said nail being North 45°07'26" East - 21.8 feet of the intersection of the centerline of said County Road No. 3222 with the centerline of County Road No. 3223;

Thence South 46°36'00" East, along the Southwest line of said called 2 acre tract, crossing the centerline of said County Road No. 3223, 296.50 feet to a 1/2" iron rod with surveyors cap set for corner, being the Southerly corner of said called 2 acre tract;

Thence North 45°00'00" East, along the Southeast line of said called 2 acre tract, of 113.44 feet pass a 1/2" iron rod with surveyors cap set for reference on the Southerly margin of said County Road No. 3223, at 199.54 feet pass a 1/2" iron rod with surveyors cap set for reference on the Northernly margin of said road, and continuing in all, 290.50 feet to a 1/2" iron rod with surveyors cap set for corner, being the Easterly corner of said called 2 acre tract, and being on the Southwest line of that certain called 1 acre tract described in deed to Aetha King, recorded in Volume 478, Page 337 of said Deed Records.

Thence 46°35'47" East, along the Southwest line of said King 1 acre tract, and the Southwest line of that certain called 19.77 acre tract described in deed to Edgar Belcher, II, recorded in Volume 550, Page 819 of said Deed Records, and generally along the Northeastly margin of said County Road No. 3223, 404.43 feet to a 1/2" iron rod found at an angle corner;

Thence 46°28'27" East, continuing along the Southeast line of said called 19.77 acre tract, the Southwest line of that certain 1.00 acre tract described in deed to Cathy Gulk, recorded in Volume 718, Page 217 of said Deed Records, the Southwest line of that certain called 3 acre tract designated as "Tract 1" and described in deed to Edna Murphy recorded in Volume 593, Page 907 of said Deed Records, and generally along said Northeastly margin of County Road No. 3223, 538.53 feet to a 1/2" iron pipe found for corner of the Southerly corner of said 3 acre tract, same being the Westerly corner of that certain 7.94 acre tract described in deed to Stephen A. King, recorded in Volume 740, Page 863 of said Deed Records;

Thence South 46°40'23" East, along the Southwest line of said 7.94 acre tract, and the Southwest line of that certain called 36 acre tract, now or once owned by R.C. Eason, and partly with said Northeastly road margin, 721.54 feet to a 2" iron pipe found for corner, being the Easterly corner of said 39.237 acre tract, and being the Northernly corner of that certain called 2 acre tract described in deed to Clarence Singleton, recorded in Volume 352, Page 333 of said Deed Records;

Thence South 45°00'00" West, along the Northwest line of said called 2 acre tract, the Northwest line of that certain 1.000 acre tract described in deed to Eddie Burns, et ux, recorded in Volume 543, Page 197 of said Deed Records, and the Northwest line of that certain called 21.75 acre tract designated as "First Tract" and described in deed to Kenneth Hearn, et ux, recorded in Volume 352, Page 334 of said Deed Records, at 124.48 feet pass a 1/2" iron rod with surveyors cap set for reference on the Northeastly margin of said County Road No. 3223, at 156.70 feet pass a 1/2" iron rod with surveyors cap set for reference on the Southwestly margin of said road, and continuing in all, 844.56 feet to a 3/8" iron rod found for corner at the Westerly corner of said 21.75 acre tract, same being the Easterly corner of that certain called 3 acre tract described in deed to Aquillo Rambo, et ux, recorded in Volume B-3, Page 626 of said Deed Records;

Thence North 46°39'55" West, along the Northeast line of said called 3 acre tract, 382.11 feet to a 3/8" iron rod found for corner at the Northernly corner of said called 3 acre tract;

Thence South 44°39'49" West, along the Northwest line of said called 3 acre tract, 380.65 feet to a 3/8" iron rod found for corner at the Westerly corner of said called 3 acre tract, and being on the Northeast line of that certain called 5 acre tract described in deed to Roosevelt Davis, et ux, recorded in Volume 336, Page 560 of said Deed Records;

Thence North 46°36'35" West, along the Northeast line of said called 5 acre tract, 570.31 feet to a 3/8" iron rod found for corner on same, and being the Southerly corner of that certain called 4.8 acre tract described in deed to Roosevelt Davis, et ux, recorded in Volume 338, Page 189 of said Deed Records;

Thence North 41°48'18" East, along the Southeast line of said 4.8 acre tract, 210.58 feet to a 1/2" iron rod with surveyors cap set for corner, being the Easterly corner of same;

Thence North 46°42'39" West, along the Northeast line of said called 4.8 acre tract, 374.36 feet to a 3/8" iron rod found for corner on same, and being the Southerly corner of that certain called 3 acre tract described in deed to Rosemary Singleton, recorded in Volume 340, Page 95 of said Deed Records;

Thence North 41°48'58" East, along the Southeast line of said called 3 acre tract, and said Berto Rose called 2 acre tract, 347.70 feet to a 3/8" iron rod found for corner of the Easterly corner of said called 2 acre tract;

Thence North 46°30'00" West, along the Northeastly line of said called 2 acre tract, at 606.13 feet pass a 1/2" iron rod with surveyors cap set for reference on or near the Southeastly margin of said County Road No. 3222, and continuing in all, 628.13 feet to the place of beginning and containing 39.237 acres of land.

Bearing Basis: Bearings are oriented to the Record Bearing of the Southeasternmost line of said 39.237 acre tract.

Surveyed: August and September, 2012

RECORDER'S MEMORANDUM:
All or parts of the text on this page was not clearly legible for satisfactory recordation.