

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SECTION 1. Any dwelling constructed on subject property must have a one story of not less than 1,200 square feet and two story of not less than 1600 square feet of at least standard frame construction. All Dwellings, detached garages, work shop, and barns must be approved in writing by the Developer prior to being erected, altered or placed on the Lot. The term "Dwelling" does not include Single Wide Mobile/Manufactured homes, or any Double Wide Manufactured Home older than 3 three years old or used houses to be moved on the Lot. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. A Tract Owner may also build a guest home with no less than 1,000 square feet, subject to the restrictions enumerated herein. All 50+ to 71+ acre Tract Owners can have up to two (2) homes and a guest home as noted above.

- a. All Double Wide or larger Manufactured Homes must be permanently underpinned or skirted within 30 days of moving the home on the tract.
- b. The Double Wide Home cannot be older than three (3) years old
- c. The home must be in good condition and maintained at all times

SECTION 2. All buildings shall be single-family dwellings to include double wide homes.

SECTION 3. No structure of a permanent nature or character, whether trailer, basement, tent, shack, shed, garage, storage building, or other outbuilding, shall be maintained or used on any tract at any time as a residence. Temporary is defined as not more than 30 days in the aggregate over a one fiscal year period.

SECTION 4. All automobiles and/or other motor vehicles used on the property must have current license, insurance and registration. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on or in front of subject property. Personal campers, boats, tractors, trailers, recreational vehicles, etc. will be permitted provided they have a current license, insurance and registration and be hidden from street view, but shall not be used as a temporary or permanent dwelling or residence. See Section 3 above for the definition of word "temporary".

SECTION 5. All buildings, farm equipment, trailers, building materials, or other material items, including but not limited to, one-family dwellings, garages, and barns shall be located no closer than one hundred (100) feet from the front property line and shall be no closer than twenty (20) feet from the side property lines unless a variance is authorized by Seller of said tract. Also, for these purposes, porches, stoops, bays and covered areas are considered part of the building.

SECTION 6. Subject property shall not be used or maintained as a dumping ground for rubbish or trash. No garbage or other waste shall be kept, except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

SECTION 7. Animals, livestock, emu's and ostrich, other than hogs or poultry, may be kept, bred, and maintained on subject property under the following conditions:

- A. No livestock of any type shall be allowed to run loose except upon one's own premises.
- B. All horses, cattle or other livestock shall be kept enclosed by suitable fencing of subject property.
- C. No swine allowed. Except for 4-H or FFA school sponsored programs for permanent residents only.
- D. No chickens, turkeys or other poultry may be kept or raised on subject property except for personal consumption and/or pets subject to other pertinent covenants set forth herein, or for 4-H or FFA school sponsored programs.
- E. Though cattle are permitted, feed lots are not permitted.
- F. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

SECTION 8. No farm animal commercial activity other than that of permitted livestock shall be conducted on any tract. Agricultural and Aqua cultural activities are permitted so long as such activity is in compliance with Section 7, above.

SECTION 9. Any owner of a property subject to these restrictions shall provide for the disposal of waste material through a septic system approved by the appropriate governmental authority.

SECTION 10. No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property and all indoor toilets and baths shall be installed and connected to a septic tank or sanitary sewer which must be approved by all state, county or city health authorities having jurisdiction. The drainage of septic tanks into road ditches, either directly or indirectly, is strictly prohibited.

SECTION 11. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any tract without the prior written consent of the Seller. Seller shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure, which is placed on any tract without such consent and in so doing, shall not be liable, and hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

SECTION 12. Restrictions. The Seller will be responsible for enforcing these Restrictions until the Seller gives written or verbal notice to Buyers of tracts. This authority includes the capacity to make any necessary decisions to enforce the Restrictions. The above-referenced authority to enforce the restrictions shall be available to each property owner individually, or collectively after the notice is given to Buyers of tracts.

SECTION 13. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

SECTION 14. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as the subject property; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustees, sale or otherwise.

SECTION 15. The covenants and restrictions of this declaration shall run with and bind the land, and shall bind all owners for a period of fifteen (15) years from the date hereof. Thereafter these restrictions shall automatically lose effect and become null and void.

SECTION 16. All perimeter fences erected on any tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance. All fencing should be built from new materials and should be 5-strand barbwire, wood railing, steel, pvc, brick or concrete construction. All fences must be approved in writing by the Seller prior to being erected, altered or placed on the Lot.

SECTION 17. No tract or tracts shall be re-subdivided without the prior written approval of the Seller.

SECTION 18. CULVERTS: To meet Texas Department of Transportation (TXDOT) Driveway Permit guidelines of a minimum of four hundred twenty five feet (425') between culverts. Each set of any future Culverts MUST be installed in the location as noted on the Individual Tract survey. The location for each set of culverts has been identified on each Tract Survey to allow for a minimum of 425 feet of spacing between newly installed or existing culverts once each Future culvert is installed.

Date: _____

Buyer Signature: _____ Buyer Signature: _____

Printed Name

Printed Name