

## RESTRICTIVE COVENANTS & CONDITIONS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MILAM

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Be it known that SECURE COVENANT INTERESTS, LTD., a Texas limited partnership, for the purpose of instituting restrictive covenants on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "tracts" or "lots") out of the herein described "subject property," does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. All these restrictive covenants and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

The subject property is described as:

25.356 acres, more or less, being more fully described by metes and bounds in field notes on the Exhibit A attached hereto and made a part hereof.

The restrictions are as follows:

1. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered a commercial use for the purposes of these restrictions except that no commercial feed lots, commercial bird operations, or similar commercial enterprises shall be allowed. Equestrian operations shall not be considered a commercial operation for the purposes of these restrictive covenants. In any activity the other restrictions must be complied with.
2. Each house shall contain not less than 1500 square feet of heated floor space, exclusive of open porches, breezeways, carports, and garages.
3. Only one house is allowed per 10 acres. In addition, one guest house constructed after the primary residence is finished shall also be allowed (guest houses shall not be required to meet the minimum square footage required in paragraph two). Houses to be built of materials and by practices considered reasonably standard and acceptable to the area. Houses and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition.
4. All houses, buildings, dwellings, garages, barns and other buildings constructed on any part of any tract including hunting stands, hunting blinds and feeders used for hunting, must be set back at least 150 feet from any property line fronting any public road and at least 50 feet from any side or rear property line. No side or rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). For mobile homes, manufactured houses, and modular homes, the setback lines in paragraph 11 shall apply.



5. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the tract, or (2) the commencement of foundation work for the structure, or (3) the commencement of on-site work on the structure itself.
6. No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least 150 feet from any property line joining another tract out of the subject property and at least 150 feet from any property line fronting any public road.
7. No part of any tract shall be used or maintained as a dumping ground for rubbish, debris or junk.
8. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on any tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.
9. Materials or equipment of any kind stored outside on any tract shall be arranged in an orderly manner on the rear one-half of the tract and no closer than 50 feet from any property line that joins another tract out of the subject property.
10. Camping on any tract is limited to eight weeks per year. Any camping facilities shall be located at least 150 feet from any property line that joins another tract out of the above subject property and at least 150 feet from any property line fronting any public road.
11. No mobile homes or manufactured homes or modular homes shall be allowed to be placed on any tract.
12. No activity of any type shall be allowed that would create an unreasonable noise, visual or odor nuisance to the users of the surrounding subject property. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height.
13. The number of animals of any type kept on the property shall be controlled so as not to create a substantial visual, noise, or odor nuisance to the users of the surrounding subject property and so as not to endanger the condition of a substantial portion of the property by overgrazing.
14. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the tract. Only one outside dog per 5 acres shall be allowed to be kept on each tract.
15. Sanitary control easements shall be maintained by each tract owner around any water wells in compliance with TCEQ Standards. Water wells shall be placed a minimum of 50' from any property line, or in accordance with TCEQ requirements or Milam County requirements, whichever is more stringent.
16. No tract will be re-subdivided into a tract of less than 10 acres without the joinder of a majority of tract owners as provided for herein for altering these Restrictive Covenants (county approval may be required on any re-subdivided tracts - check with county for current requirements before re-subdividing).

Secure Covenant Interests, Ltd.

By: \_\_\_\_\_