

ANTOM RANCH

DECLARATION OF COVENANTS AND RESTRICTIONS AND/OR DEED RESTRICTIONS

Being all that certain lot, tract or parcel of land located in the Ruidoso Irrigation Co. Survey, Abstract No. 946, Ellis County, Texas, and being part of a called 1,129.13 acre tract of land as described in Deed to Fidelity Farmstead Properties, LLC, recorded as Instrument No. 1807524 of the Official Public Records of Ellis County, Texas; and all of that certain lot, tract or parcel of land located in the A. De La Garza Survey Abstract No. 2, Ellis County, Texas, and being part of a called 1,129.13 acre tract of land as described in Deed to Fidelity Farmstead Properties, LLC, recorded as Instrument No. 1807524 of the Official Public Records of Ellis County, Texas.

The following Covenants and Restrictions are in place to ensure quality of life and peaceful surroundings with a guarantee that all of the 1,129.13 acres are equally protected in the future.

1. The Property shall have one single-family dwelling. One storage building or barn is permitted. If the property has more than 30 acres, an additional home shall be permitted.
2. All exterior construction, including barns and outbuildings, must be completed within 180 calendar days of the date construction commences. All homes must be built on a concrete slab foundation. The interior of all homes and/or building must be completed within 12 months of the date construction commences. Any metal used for construction of a barn must contain baked-on exterior enamel paint. Any building built prior to a home being constructed upon the property shall have a minimum of 1,500 square feet.
3. No manufactured (mobile) homes or industrialized (modular) housing are allowed on any Property. Any mobile or modular housing will be removed from the Property by the Developer at the owner's expense. A fine or lien shall be placed on said Property until paid.
4. All construction and improvements on the Property must be pre-approved by the Developer in writing and must be performed by a qualified licensed builder. The builder must present:
 - 1) A current portfolio of projects; and
 - 2) A track record of completed projects of similar scale and detail.
5. No residential dwelling shall contain less than 2,000 square feet of floor space and minimum two-car garage. "Square footage of floor space" excludes porches and open or closed carports or garages. Such square footage is that amount of area contained in the air-conditioned living space only. All homes shall have a minimum exterior of no less than 70% brick or stone.
6. All barns must be constructed of wood or baked enamel metal.
7. No recreational vehicle (RV) or travel trailers shall be permitted on any Property for more than three (3) days in a one (1) week period, before or during home construction. Once the home is fully completed, RVs and travel trailers shall be permitted, but must be kept out of sight from any road or public right-of-way.

8. No homes or buildings shall be constructed in a flood plain.
9. No building or structures shall be placed on any easements.
10. All building and structures on the Property must be set back at least 500 ft. from any road or public right-of-way.
11. Property owner must obtain a private sewage facility license from the Ellis County Environmental Services Department upon construction of a residential dwelling.
12. No building construction shall be allowed on the Ranch until a building permit is issued by Ellis County. A copy of said building permit must be delivered to Developer prior to the commencement of such construction.
13. All culverts on the Property must be installed according to Ellis County regulations. A permit for the construction of such culverts must be obtained from Ellis County, with a copy delivered to Developer prior to the commencement of construction.
14. All driveways on the Property must be constructed of gravel, asphalt, or concrete.
15. All personal items and equipment such as mowers, tools, bicycles, boats, toys, etc.; shall be stored inside a building, or completely enclosed behind a sight-proof fence.
16. Fences must be constructed of wood, metal, other industry standard, or ranch fencing material. Sheet metal fences shall not be permitted.
17. No signs of any type shall be allowed on the Property, except the standard 3' x 2' real estate sign if a home is for sale.
18. No debris or inoperative equipment may be located on the Property. All vehicles must have a current and valid registration and current inspection sticker. No abandoned, wrecked or junk motor vehicles may be located on the Property.
19. The Property shall not be used at any time as a dumping ground for rubbish, trash, garbage, or any form of waste; including, but not limited to hazardous wastes, toxic wastes, chemical wastes, or industrial byproducts.
20. All Property owners must subscribe to a trash service. No burning of trash is permitted at any time.
21. Land owners have the right to quiet enjoyment of their Property.
22. Livestock and poultry shall be permitted as specified; One large animal per 3 acres; no more than 12 fowl (chickens, ducks, geese, etc.); and no more than two sheep or goats per acre.
23. VIOLATIONS: Any violation that is not corrected within thirty (30) days of notification will be assessed a fine of \$20.00 per day until the violation is corrected. In the event the Land owner has financed the Property with the Developer, any payments will be applied first to the fee for violations before being applied to any principal or interest. Any repeated violations shall be assessed an immediate fine of \$20.00 per day until corrected without the application of any grace period. If the lien is not with the Developer, any unpaid fines will cause a lien to be placed upon the owner's property by Developer. If the Violation has not been corrected within 30 days after the initiation of the enforcement of fines has been established, the fine will then

double every 30 days until the violation has been corrected, or from \$20 per day to \$40, from \$40 to \$80, etc.

24. AMENDMENT: Landlord/Developer shall have the sole and absolute authority to modify, amend or add to these Restrictions at any time for the benefit of the land and owners, as determined by the Landlord/Developer.
25. VARIANCES: Landlord/Developer can elect to grant or deny a variance from these Restrictions in its sole and absolute discretion.
26. ENFORCEMENT: Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation to direct restoration and/or to recover damages. Failure of any owner or developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.
27. DURATION: Unless canceled, altered or amended under the provisions hereof, these covenants and restrictions set forth herein shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded.
28. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Buyer's Signature: _____ Date: _____

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