

## RESTRICTIVE COVENANTS

STATE OF TEXAS     §  
                              §  
COUNTY OF HILL   §

### LAND USE

(a) All tracts are limited to single family residential use. No tract shall be used for retail or commercial purposes which are open to the general public. This shall not exclude home businesses.

(b) Any residential dwelling constructed on subject property must have a floor area of not less than one thousand two hundred (1,200) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Said dwelling shall be constructed of at least standard wood or steel frame construction and if the building is set on blocks or piers, it shall be skirted before being inhabited. The use of shrubs or landscaping shall not be acceptable as a skirting device or method. The exterior of the dwelling shall be wood or masonry. Garages and/or shop buildings may be of steel or metal construction.

(c) It is hereby specifically stated that to rent space to campers, recreational vehicles, trailers or other units for occupancy or storage is considered commercial operation for purposes of these restrictions and is disallowed.

### MOBILE OR MANUFACTURED HOMES

No mobile or manufactured homes, as defined by the Texas Department of Housing, shall be permitted. All dwellings shall be site built and of conventional construction.

### BUILDING LOCATION

Residences and buildings shall be situated no nearer than two hundred feet (200') from the property line along the road fronting the property and no nearer than one hundred feet (100') to any side property lines. Also, for these purposes, porches, stoops, bays and covered areas are considered a part of the building.

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### TEMPORARY STRUCTURES

No freestanding structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding, shall be used on subject property at any time as a residence, either temporarily or permanently, except as specifically provided herein. Outbuildings shall be permitted on subject property if constructed of material comparable to and compatible with the dwelling located on the property. The owner of such tract may use such tract for vacation or recreational use. The owner may use an owner dwelling, place a trailer, camper or other operational recreational vehicle on such tract for a period of time not to exceed a total of three (3) months out of any one year.

### SEWAGE DISPOSAL

No outside toilets shall be permitted. Installation of septic tank and soil absorption sewage disposal system shall be in accordance with the minimum recommendations required by the State of Texas and/or the County of Hill.

### GARBAGE AND REFUSE DISPOSAL

(a) Subject property shall be maintained in a clean, neat and attractive condition. No tract shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage and other waste shall not be kept except in sanitary containers.

(b) Each tract owner shall be responsible for disposing of all his trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local government authority. All other equipment for the storage and disposal of trash, garbage and rubbish shall be kept in a clean and sanitary condition.

(c) No trash, ashes or other refuse may be thrown or dumped on any vacant tract of the above described property.

### FURTHER SUBDIVISION

No tract may be further subdivided into less than twenty (20) acre increments. All tracts must have a minimum of sixty feet (60') of public road frontage.

### SOIL AND TIMBER

It is specifically agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove any timber other than is necessary for residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of said property.

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## NUISANCES

No obnoxious or offensive activities shall be carried out or upon said tract or tracts, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood.

## LIVESTOCK AND POULTRY

Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred and maintained on any tract under the following conditions:

- (a) There shall be no more than one (1) head of livestock per each five (5) acres.
- (b) All horses, cattle or other livestock shall be kept enclosed on the subject property by suitable fencing of the subject property.
- (c) No swine may be bred, kept or maintained on subject property except two (2) per tract for personal consumption and / or show competition.
- (d) No chickens, turkeys or other poultry may be bred, kept or raised on subject property except ten (10) per tract for personal consumption and / or show competition.
- (e) Though horses are permitted on subject property, public stables are not permitted.
- (f) Though cattle are permitted on subject property, feed lots are not permitted.
- (g) Each tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

## INOPERATIVE VEHICLES

(a) No junk, wrecking or auto storage shall be located on any tract. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any tract unless stored in a garage or shop and out of plain sight. A vehicle shall be considered inoperative if it cannot be moved under its own power for more than thirty (30) days. All vehicles on subject property, other than those stored out of sight, must have a current license tag and a current state inspection sticker.

(b) Personal campers, boats, tractors, trailers, recreational vehicles, etc. in good and usable condition may be kept on subject property.



#### OWNER'S OBLIGATION TO REPAIR

Owner shall, at owner's sole cost and expense, repair and maintain owner's residence and other buildings on subject tract, keeping the same in a condition comparable to the condition of such building at the time of its initial construction or placement on subject property, excepting normal wear and tear.

#### TERM OF RESTRICTIVE COVENANTS

These covenants and restrictions shall run with and bind the land, and shall be binding on all owners, purchasers, parties and all persons claiming under them for a period of twenty (20) years from the date hereof. Thereafter, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change such covenants and restrictions, in whole or in part, or to revoke them.

#### ENFORCEMENT

(a) The foregoing stipulations, restrictions and conditions are imposed for the benefit of each parcel of land of the above described property, and the Seller, its successor and assigns, and any person owning any of the subject property described above, may prosecute proceedings at law or in equity to prevent or remedy the violations of such restrictions and covenants and secure redress for damages suffered on account of such violation.

(b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages.

(c) Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### SEVERABILITY

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

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