

RESTRICTIONS

This conveyance is made and accepted subject to the following restrictive covenants:

1. No dwelling home shall be moved onto the Property. Any dwelling shall be constructed on site. Relocation or reconstruction of a structure of historic quality and integrity shall be permitted. No mobile, modular, pre-manufactured and/or industrial built home shall be used as a dwelling or stored on the Property except as a temporary construction office during active construction of a building, but not longer than twelve (12) months.
 2. Swine shall not be kept on the Property other than in connection with a sanctioned 4-H or FFA livestock project. Other livestock, pet and poultry shall be permitted provided said livestock is kept within the boundaries of the Property at all times, and they are not offensive to adjacent landowners by smell, sound, or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals, except horses, conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.
 3. No structure of a temporary character, trailer, camper, tent, shack, garage, or other out building shall be used on the Property at any time as a residence, either temporarily or permanently, subject to the preceding section.
 4. The Property shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures). No industrial pursuit or enterprise shall be permitted to be conducted on the Property. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of:
 - a. Auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture
- Agricultural use and the processing of agricultural goods into commercial products (for example-winery) are declared not to be a prohibited industrial pursuit or enterprise.
5. No cellular tower or other type of commercial tower shall be erected or placed upon the Property.
 6. Abandoned or inoperative equipment, vehicles, or junk shall not be permitted or stored on the Property or any portion of the ingress, egress easement.

7. Noxious or offensive activity shall not be permitted on the Property, nor shall anything be done thereon which shall be an annoyance or nuisance to the owner/owners of Grantor's remaining property. (Example - constant discharge of firearms) Owners are to keep the Property free of litter at all times. Disposal of any kind shall not be allowed that would adversely affect the natural beauty and value of any adjacent property. Garbage or refuse shall not be buried on the Property.
8. Surfacing, mining (including, but not limited to stone, gravel, sand, caliche), exploration of any type which will damage the surface is prohibited. Road material, including gravel or caliche, used to construct roads on the Property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition.
9. No buildings or structures of any type on the Property may be erected or otherwise located within three hundred feet (300') of the Property line dividing the Property.
10. The Property shall not be subdivided into smaller tracts.
11. Constructing **any type** of wind or solar farm on the Property is strictly prohibited.

The above restrictive covenants shall run with and bind the herein described premises and shall be effective until the expiration of fifteen (15) years after the date of this deed, and shall be binding upon the Grantee, their heirs, successors or assigns, and shall be enforceable by the Grantors herein, their heirs, successors and assigns, to any real properties presently owned by the Grantors, adjacent to the herein described property.