## 327363

## RESTRICTIONS APPLICABLE TO ALL ACREAGE TRACTS

1. Single-Family Residential Tracts. All acreage tracts sold by Owner from this real property owned by him shall be known as single-family residential acreage tracts and shall be restricted to such use until the Restrictions expire.

2. Dwelling Size. No dwelling shall be permitted to be built or to exist on any acreage tract unless it has a minimum floor area of the main structure, measured to the outside of the exterior walls, exclusive of garages, open porches, patios and detached accessory buildings, of not less than 1,200 square feet.

**3.** Construction Requirements. All dwellings built on any acreage tract shall be new, built- onsite construction. No old buildings, or portions of old buildings, shall be used in the construction of any new built-on-site dwelling on any acreage tract. As to all other non-dwelling buildings that are to be located on any acreage tract, such shall be either new built-on-site buildings or new buildings built by third persons which are equivalent in quality to a new built-on-site building. No shack-looking or dilapidated appearing buildings or sheds shall be placed on any acreage tract. No prefabricated homes, modular homes or mobile homes shall be allowed to be on any acreage tract. Materials incident to construction of the residence or other allowed structures may be stored on the acreage tract during actual construction periods.

4. Easements. By acceptance of a deed to any/all acreage tracts, the Buyer of such property covenants and agrees to keep and maintain in a neat and clean condition any easement area(s) which may traverse a portion of the acreage tract(s) purchased by Buyer. No dwelling or any other building shall be constructed or located on any easement area.

5. Nuisance Activities. No noxious or offensive activities shall be carried on upon any acrege tract, nor shall any actions be taken thereon which may be or become an annoyance or nuisance to the owners of the other acreage tracts.

6. No Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any acreage tract at any time as a residence either temporarily or permanently.

7. No Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any acreage tract, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any acreage tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any acreage tract.

8. Business Operations. Only home office businesses shall be permitted on any acreage tract.

9. Limitations on Livestock and Poultry. No portion of any acreage tract shall be used for a commercial feedlot or for any other commercial confined feeding operation. All restricted allowable

confined feeding operations shall be kept neat and sanitary, well maintained and shall not become an annoyance or nuisance to the adjoining acreage tract owners.

10. Motor Vehicles and Non-Operating Equipment. No abandoned motor vehicles, such including but not limited to automobiles, tractors, trucks, or non-operating equipment shall ever be kept, stored, or placed on any acreage tract. No motor vehicles or non-operating equipment that are being actively repaired on any acreage tract shall be allowed to be kept, stored or placed on any acreage tract or placed to be kept, stored or placed on any acreage tract shall be allowed to be kept, stored or placed on any acreage tract shall be allowed to be kept, stored or placed on any acreage tract for a time period exceeding fifteen (15) consecutive days.

11. Garbage and Refuse Disposal. No acreage tract shall be used or maintained as a dumping ground garbage, refuse or other waste items. No garbage, refuse or other waste items shall be kept on any acreage tract except in sanitary containers being all health and safety regulations and must be kept in a clean and sanitary condition.

Any invalidation of any of these Covenants or restrictions by judgment or court order shall not affect or invalidate the remaining unchanged or affected Covenants, all of which shall remain in full force and effect.

THESE COVENANTS SHALL RUN WITH ALL ACREAGE TRACTS AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL 2030. AT SUCH DATE. UNLESS A MAJORITY OF THE LOT OWNERS VOTE TO EXTEND THE COVENANTS FOR A PERIOD OF TEN (10 YEARS, SUCH VOTE TO BE COMPLETED AND VERIFIED NOT LATER THAN THIRTY (30) DAYS BEFORE THE ENDING DATE STATED ABOVE, ALL COVENANTS SHALL EXPIRE AND NO LONGER BE EFFECTIVE AS TO OF THE ACREAGE TRACTS. FOR CLARIFICATION, THE OWNER OF EACH ACREAGE TRACT SHALL BE ENTITLED TO ONE VOTE.

Executed and effective as of this the <u>2</u> day of June 2020, by ROBERT STRALEY, the owner of that certain tract of 115.43 acres m/l of land in Coryell County, Texas identified in a General Warranty Deed dated April 22, 2016 and filed for record on April 25,2016 as document #288032 in the Coryell County, Texas Public Records.

ROBERT STRALEY

STATE OF TEXAS COUNTY OF LAMPASAS

This instrument was acknowledged before me on the <u>3</u> day of June, 2020 by ROBERT STRALEY.



Notary Public, State of Texas

STATE OF TEXAS COUNTY OF CORYELL I, Barbara Simpson, County Clerk in and for AT\_ Coryell County, Texas do hareby certify that this Instrument was filed for record in the volume and page of the Coryell County Public Records and of the time an date as stamped hereon by me. BARBARA SIMPSON CLERK

## FILED FOR RECORD

## JUN 2 5 2020 -

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Service States

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BARBARA SIMPSON, CLERK CORVELL COUNTY, TEXAS Gaulaus Junipool 327363

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