only on the 15.43 acres perfeller

## RESTRICTIVE COVENANTS

- 1. All improvements and personal property placed upon any property described above shall be kept at all times in a sanitary, healthful and attractive condition. All buildings and structures on the properties described above shall be architecturally acceptable. No unpainted metal or fiberglass structure shall be placed on any said tracts for use as an accessory building. No tent or substandard structure of any character may be placed, constructed or maintained by any said tracts, nor shall any structure of temporary character ever be used as a residence. Storage of travel trailers is permitted, provided it is not a condition or location to adversely affect the value of the adjoining property.
- 2. Properties described above shall be used primarily as a residence for a single family and for no other purpose. No manufactured or modular houses shall be allowed on the properties described above, and houses shall be no less than 1,400 square feet of living area, and have an acceptable appearance.
- 3. No building or residence of any kind shall be located on the property described above nearer to the front lines than fifty (50) feet, nor nearer than ten (10) feet to an interior side property line.
- 4. All septic tanks, grease traps, field lines or single home waste disposal system shall be installed in accordance with the then current rules and regulations of the county where the property described above is situated.
- 5. No junk automobiles (those not in running condition) may be kept on any property described above.
- 6. No rubbish, trash, garbage, manure, debris or any other waste material shall be kept, dumped, placed or permitted on any property described above, except those designated commercially by Declarant.
- 7. No commercial business of any kind shall be conducted on or from any property described above except those designated commercial by Declarant.
- 8. No feed lots shall be allowed, nor shall any commercial livestock operations be allowed, specifically, the raising of game or fighting roosters. No swine shall be permitted unless it is in connection with a school project, Future Farmers of America, or 4-H Club project. Livestock may be kept and maintained on said land in numbers not to exceed one (1) animal for each one (1) acre for horses, cattle, sheep, and goats. Chickens, ducks, geese or other poultry shall be allowed in contained within a pen and do not become an annoyance to neighbors. Household pets shall be maintained in a sanitary and quiet manner. Hunting shall be allowed with shotgun and archery only.

- 9. No automobile, camper, recreational vehicle, boat, boat trailer, house trailer, or other vehicle or other obstruction shall be placed or parked on any road or street abutting the property described above, said roads and streets being for the principal purpose of providing ingress and egress from tracts to property described above.
- 10. The occupancy or use of the property or easements therein as may be dedicated by the Declarant shall be solely for the use of the owners of property described above and their invitees.
- 11. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceedings at law, or any failure to comply with same shall be subject to legal proceedings.
- 12. No rifles shall be used or discharged on the property described above, and no firearms shall be used or displayed in any irresponsible or dangerous manner.
- 13. All covenants, conditions and restrictions hereunder are for the benefit of the entire development and shall be binding upon the grantee, their successors, heirs and assigns. Invalidation of any one of these covenants, conditions or restrictions by a judgment of any court shall in no way affect or invalidate any of the other provisions hereof. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75) percent of the then owners of the property described above have recorded agreeing to change said covenants in whole or in part.
- 14. As used herein, the word "Declarant" shall mean Kevin Johnson and Stacey Johnson, and their successors and assigns.
- 15. The pronouns used herein are in the masculine gender but shall be construed as feminine or neither, as the occasion may require.
- 16. No delay or omission on the part of Declarant or the owner of property described above in attempting to enforce any of these covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein.

2014-46654
GLENDA ALSTON
COUNTY CLERK
2014 May 08 at 02:09 PM
HARDIN COUNTY, TEXAS