

Deed Restrictions (See Attached Exhibit A – Survey):

1. Single Family Residential and Recreational Use Only. The Property shall be used for single family residential and recreational purposes only: provided, however, that livestock may be kept on the Property under the terms of Paragraph 11, below.  
Notwithstanding anything contained in this Paragraph to the contrary, this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business is not apparent from the exterior of the residence, does not create noise or congestion from traffic or parking, and preserves the residential nature of the Property. All uses shall be in compliance with Taylor County zoning regulations and permitted uses.
2. Dwelling Type: No mobile homes or doublewide manufactured homes, modular homes, or prefabricated kits, are allowed. All new materials must be used. A site-built structure can be no more than two stories in height with a maximum height of 32 feet. Homes must contain a heated living space of not less than 1,800 square feet, not including garages. The finished exterior shall be at least twenty-five percent (25%) constructed of wood, glass, masonry, or stone and shall be in harmony with its natural surroundings and of natural colors. Septic permits must be obtained, and the septic system installed and completed prior to the placement or construction of the home. Building permits will be required by Taylor County and the State of Texas. Construction must be completed within twelve (12) months from commencement. All security lighting must be downward shielded to avoid glare. All electric service drops to the Property shall be buried and shall be the sole responsibility of the Property owner. Only one single family dwelling is allowed on the Property, not including one guest cottage which must be a minimum of 300 square feet and/or metal shop and/or livestock barn.
3. Travel Trailers, RV's, and Barns: No travel trailers or recreational vehicles may be used as a residence on the Property. One travel trailer or recreational vehicle may be used for temporary use only if the use extends for not more than fourteen (14) consecutive days per month during any calendar year, and the occupant is diligently proceeding to construct a permanent residence on the Property. No permanent structures or attachments may be made to a travel trailer or recreational vehicle. The single-family residence must entirely be completed before a barn may be constructed on any tract consisting of less than thirty-five (35) acres of land.
4. Sanitary Facilities: All dwellings and/or living quarters shall be self-contained, connected to a septic system, waterless toilet, or other alternative waste disposal system which has been approved by the appropriate government agency.
5. Additional Subdivisions: No further subdivision of the Property is allowed.
6. No Medical Facilities: Hospitals, clinics, and other professional facilities for the treatment or care of the physically or mentally ill or disabled are prohibited.
7. Churches or Clubs: Churches, clubs, or other institutions organized for religious worship or discussion are prohibited, as are buildings used primarily for clubhouses or meeting facilities.
8. Vehicles: Any motor vehicle under repair or inoperable may not be parked on any roadway, driveway, or other easement. When said vehicles are parked on the Property, such motor vehicles must be hidden by walls, fences, screens, or foliage so as to prevent visibility of the vehicle from roadways or other properties. All vehicles, engines or motors must be operated with a muffler and/or spark arrestor.
9. Trash: No parcel may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). No garbage may be kept on the Property except in covered containers and screened from view from adjacent properties.

10. Junkyards, Auto Repair, Second-Hand Business, Material Storage: No junkyards, auto repair, second-hand businesses, or other commercial uses that create a negative visual impact, excessive noise or congestion from traffic or parking shall be conducted on the Property. No storage of trucks, cars, buses, machinery, equipment or building materials shall occur on the Property unless enclosed in proper structure so as not to be visible from roadways or adjoining properties.
11. Livestock: Livestock show animals and/or hobby animals, reasonable in number and including but not limited to horses, steers, heifers, swine, sheep, goats, and rabbits, may be kept on any Property, regardless of size: provided, however, that under no circumstances shall a stockyard, dairy, riding stable, kennel, poultry farm, or any other commercial activity involving animals be permitted.
12. Nuisance Activities: The unusual, unnecessary, prolonged, or indiscriminate creation of noise, dust, fumes, odors or any other offensive activity is prohibited, including, but not limited to excessive road racing and loud music.
13. Signs: No signs will be permitted, including, but not limited to, "For Sale," or "For Rent" signs, on the Property, except for address signs that identify the address and/or the owner of the Property, which signs shall not exceed four (4) square feet. Grantor reserves the right to remove any and all signs that are in violation of the provisions of these Restrictions. None of the sign restrictions in these Restrictions apply to Grantor, its successors or assigns that are for the purpose of selling the Property or adjacent Properties, including locational, directional, or street signs. Nothing in these Restrictions shall prohibit an owner from attempting to sell the Property in accordance with the provisions stated in this Paragraph and in Paragraph 5 of these Restrictions.
14. Structure Setbacks: All structures shall be built at least 100 feet (100') from the front Property line. Structures must be built at least 50 feet (50') from side and rear Property boundary lines. If local government regulations provide for more restrictive setbacks, those regulations shall prevail.
15. Easements: No structure shall be constructed on easements that exist for utilities, pipelines, or other purposes. Property Owner must provide access to the subject easements whenever requested by utility companies. There shall be no further granting of easements by Property Owners without the express written consent of Grantor.
16. Grantor's Exemption: Nothing herein shall be construed as prohibiting Grantor from maintaining a sales or development office on any adjacent Property still owned by Grantor or engaging in activities which Grantor deems appropriate to its development or sales programs.
17. Water Wells: Owner is allowed one (1) well for the purpose of providing water for domestic and livestock use. Grantor makes no guarantee or warranty that well water is available or will be available for future use.
18. Duration: These restrictions shall be in full force and effect for a period of twenty-five (25) years from May 1, 2021 and shall continue from year to year thereafter until such time as 75% of the Affected Property Owners shall vote to discontinue or amend these restrictions.
19. Enforcement: Any violation of these restrictions may be enforced by Grantor or any other Affected Property Owner or Owners. Available relief shall include, but not limited to, injunctive relief in the District Court of Taylor County, Texas. The prevailing party in any legal proceedings brought to enforce these restrictions shall be entitled to recover attorney's fees and costs of court.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of the Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.