

RESTRICTIVE COVENANTS

BSR Hunts, LLC., a Texas limited liability company, its successors, heirs and assigns, does hereby adopt and impose the following recited restrictive covenants, use limitations and conditions covering the herein described property. All these restrictive covenants, use limitations, and conditions shall become a part of all deeds, assignments and other legal instruments whereby the title or possession of any part or portions of such property is hereby conveyed or transferred. Purchasers of property agree to comply with the covenants and restrictions as follows:

LAND USE:

- (a) Seller conveys all tracts for agricultural, recreational, and other personal use.
- (b) No tracts shall be used for retail, manufacturing or commercial. Equine training facilities are permitted.
- (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.
- (d) No commercial Hunting of any type is allowed
- (e) Not more than one residence shall be permitted on any tract. No communal residence shall be permitted.

SIZE AND SPECIFICATIONS:

A building may not be used in or occupied until the building is 100% complete. Buildings shall not be less than 800 square feet of heated and air-conditioned space. Modular structure must be new, less than five (5) years old, approved by Seller, and must be placed on and affixed to a permanent foundation, being either a slab, compacted gravel pad or upon blocks or piers, and must be skirted within 60 days after placement on the Property with masonry, plaster, or a material to match the exterior siding of the building. Lattice skirting is not acceptable. Modular buildings shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

TEMPORARY STRUCTURES:

No freestanding structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on the property at any time as a permanent residence. The owner may use the property for vacation or recreational use. The owner may use an owner dwelling, place a trailer, camper or other operational recreational vehicle on the property for such use. No more than two recreational vehicles may be on the property at any given time. Recreational vehicles cannot remain stationary for more than 120 days and must be removed from the property for a minimum of 72 hours.

SETBACK REQUIREMENTS:

Buildings or structures (including hunting blinds) of any kind shall be situated no nearer than seventy-five (75') feet to the property line along the road fronting the Property, and no nearer than fifty (50') feet to any side or rear property line. Variations from these setback requirements may be granted in the individual cases where tract size or topography makes these requirements impractical, but such variations must have the prior written approval of the Seller.

EASEMENTS:

Easements area hereby reserved and dedicated of and across a fifty (50') foot strip along the front of the property line, and thirty (30') foot rear and side tract lines for the purpose of installing, maintaining and repairing, electric power, gas telephone, water, cable, community mailbox station, drainage and /or any other similar utility lines, facilities, and services for the Property and all adjacent properties. The easements reserved and dedicated hereby shall be for the general benefit of the herein named tracts and any adjacent tracts. These easements shall inure to the benefit of, and may be used by, any public or private utility company, including, but not limited to the City of Orange Grove, a municipal corporation of the State of Texas entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such utility companies. If two or more tracts are consolidated into a building site, these easement provisions and the setback provisions in paragraph 4 (Setback Requirements) shall be applied to such resultant building site as if it were one original tract.

DRIVEWAYS:

All driveways must be either gravel, caliche, crushed limestone, concrete, asphalt pavement, or other similar all-weather material. The driveway must be completed before occupying the residence and must reference and comply with any existing easements on the property at the time of purchase. Drive must remain in good operating condition.

RESTRICTION OF FURTHER SUBDIVISION:

There shall be no subdividing or re-subdividing of any of the tracts into smaller tracts. All tracts will remain the size as conveyed by deed, except that any person owning two or more adjoining tracts may consolidate such tracts into a single building site. This restriction shall in no way prevent the Texas Veteran's Land Board (TLVB) from deeding a tract to a veteran for the purposes of a home site.

SEWAGE DISPOSAL:

No outside toilets shall be permitted. No means of sewage disposal may be installed, used or maintained except a septic tank, or a similar or improved means of sanitary sewage disposal, which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No residence placed upon a tract shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the appropriate governmental authority.

GARBAGE AND REFUSE DISPOSAL:

The Property shall be maintained in a clean, neat and attractive condition. No tract shall be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any tract or part thereof be used as a dumping ground for rubbish, debris, trash, environmental waste, oil fill waste, remediation of materials or junk. Trash, garbage and other waste shall not be kept except in sanitary containers and out of sight. No disposal of any kind shall be allowed that would pollute any stream, water system, ground water table or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.

INOPERATIVE VEHICLES:

No junk, wrecking or auto storage shall be located on any tract. No discarded, abandoned, unlicensed or inoperative automobile, truck, trailer, other vehicle shall be kept, stored or permitted to remain on any tract unless stored in a garage or shop 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. No placing of unsightly objects of any kind is allowed on any tract.

SOIL AND TIMBER:

It is specifically agreed that tract owners shall not excavate, remove or sell the soil or gravel for commercial or mining purposes, nor cut, sell or remove any timber other than is necessary for use described herein 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.

LIVESTOCK AND POULTRY:

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

- (a) All horses, cattle or other livestock shall be kept enclosed on the subject property by suitable fencing of the subject property.
- (b) No swine may be bred, kept or maintained on the subject property except three (3) per tract for personal consumption and/or show competition.
- (c) No chickens, turkey or other poultry may be bred, kept or raised on subject property except twenty-five (25) per tract for personal consumption and/or show competition. No poultry or fowl may be kept on the property for the purpose of gaming or fighting.
- (d) Though cattle are permitted on subject property, feed lots are not permitted

(e) Each tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

(f) No animal enclosure shall be constructed within fifty (50') feet of any property line and cannot be located closer than one hundred (100') feet of any residence when constructed.

FIREARMS:

Discharge of rifles and pistols is expressly prohibited unless original landowner/Seller (BSR Hunts LLC) grants permission in writing. Should permission be granted to purchaser it may be revoked at any time and will automatically be revoked with any change in land ownership (i.e. permission does not transfer to a new owner).

ENFORCEMENT:

The foregoing restrictive covenants, use limitations, and conditions are imposed for the benefit of each parcel of land of the above described property. The , the Seller, its successors or assigns, or any person owning any interest in any of the herein named tracts of land, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or person violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

PARTIAL INVALIDITY:

If any portion of these Restrictions are declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of these Restrictions.

AMENDMENT & TERMS OF RESTRICTIVE COVENANTS:

These covenants and restrictions shall run with and bind the land, and shall be binding on all owners, assignees, 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. The Seller hereby reserves the right to amend these restrictions when, in the opinion of the Seller, such amendment will be beneficial to the property.

GRAZING LEASE AND/OR WILDLIFE AG EXEMPTION

Should there exist a Livestock Grazing Lease and/or Wildlife Ag Exemption on this property at the time of purchase it may or may not be recorded in the Real Property Records of Jim Wells County, Texas. Under the terms and conditions of the Grazing Lease and/or Wildlife, the Purchaser will continue to be obligated and bound under the Grazing Lease and/or Wildlife, however, Purchaser at any time will have the right to cancel the Grazing Lease and/or Wildlife in accordance with the terms of said lease. Purchaser hereby acknowledges that if Purchaser cancels the Grazing Lease or Wildlife on their property or changes the use of their property and if "roll back" taxes are assessed for the current year or any year prior to date Seller transfers title, Purchaser shall be liable for and pay any and all "roll back" taxes assessed.

OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to an adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Jim Wells, if applicable, or any other governmental agency having jurisdiction thereof.

PROPERTY OWNER'S ASSOCIATION

That at such time as Seller may determine at his sole discretion, the Seller shall have the authority or grant the authority, but not the obligation, to notify each tract owner of the time, date, and place of a meeting of all tract owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact

business at such meeting. Each tract owner, including Seller, attending or represented by written proxy shall have one vote for each tract owned by such owner (i.e. if owner purchases 2 tracts, then that owner represents 2 votes) on all business to come before the meeting. The Seller and any land he, his heirs, or assigns retains is exempt from any laws or rules made by the Association and exempt from any future dues and assessments.

SELLER'S LAND

Seller has retained some land for himself that is exempt from these restrictive covenants. Seller may, at any future date, sell off this said land in tracts or in whole.

EXISTING WATER LINES AND INSTALLED HEREAFTER

Purchaser agrees not to impede or obstruct the flow of water in existing water lines, and any water lines that are installed hereafter that may cross Purchaser's property. Seller, Seller's successors, assigns, and agents, and Purchaser's successors, assigns and agents, reserve the right of ingress and egress over Purchaser's property for the purpose of repairing and maintaining the existing water lines and the installation of water lines installed hereafter. If Purchaser's property has existing water lines or water lines are installed hereafter which Purchaser uses, then Purchaser shall be responsible for Purchaser's pro-rata share of the cost for the installation of water lines, the maintenance and repair of the existing water lines and water lines installed hereafter, well, storage tank and other related facilities which supply water to Purchaser's water lines. Seller shall have no responsibility for the repair of the water lines, water well pump, storage tanks or other related facilities. More specifically, Purchaser shall be responsible for the cost of installation, repair and maintenance of the water line that supplies water to the Purchaser from the water meter or water well to the Purchaser's home or other structures.

Seller makes no warranty, expressed or implied, as to the condition, state or repair of the water lines, and there are no implied warranties of merchantability or fitness for a particular purpose as to the water from the water lines, well, quality of the water from the water lines, well, which is delivered for agricultural use "AS IS" and "WITH ALL FAULTS".

THE VIOLATION OF ANY RESTRICTION OR COVENANT HEREIN SHALL NOT OPERATE TO INVALIDATE ANY MORTGAGE, DEED OF TRUST, OR OTHER LIEN ACQUIRED AND HELD IN GOOD FAITH AGAINST SAID PROPERTY OR ANY PART THEREOF, BUT SUCH LIENS MAY BE ENFORCED AGAINST ANY AND ALL PROPERTY COVERED THEREBY, SUBJECT NEVERTHELESS TO THE RESTRICTIONS HEREIN.

NO DEVIATION OF ANY KIND SHALL BE PERMITTED FROM THESE RESTRICTIONS UNLESS PERMISSION IS GRANTED IN WRITING BY THE SELLER OR, IF IN EXISTANCE, THE MANAGING PROPERTY OWNERS ASSOCIATION.

THIS PROPERTY IS NOT FOR RESIDENTIAL USE AS DESCRIBED IN SECTION 5.091 FO THE TEXAS PROPERTY CODE OR SECTION 232.021 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS PROPERTY IS BEING SOLD AS INVESTMENT PROPERTY "AS IS".

Witness our hands this 4th day of January 2021.

SELLER: BSR HUNTS, LLC
BY: EUGENE CRAN, OPERATING MEMBER

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF -----

This instrument was acknowledged before me on the 4th day of January, 2021, by Eugene Cran, Operating Member, BSR Hunts LLC, a Texas Limited Liability Company, on behalf of said Company.

Notary Public Stamp