

DEED RESTRICTIONS

- (1) The lot, tract or parcel of land herein conveyed shall not be used for anything other than residential and recreational purposes. No business or nonresidential activity shall be conducted on the lot, tract or parcel of land.
- (2) No sign of any kind shall be displayed, erected or maintained on any tract except signs of not more than five (5) square feet advertising the property for sale or rent.
- (3) Household pets and livestock may be kept on the tract or parcel of land provided that they are not kept, bred or maintained for any commercial purpose and so long as the property is maintained in a sanitary condition. Noxious fumes and odors shall not be allowed.
- (4) No premises or any part thereof shall be used for illegal or immoral purposes.
- (5) No mobile home, house trailer, camper, truck body, tent, shack, garage, barn or other out-building shall at any time be used as a residence except on a temporary basis until a permanent residence can be constructed by Buyer.
- (6) Owner shall have the responsibility of meeting minimum sanitary facility requirements as shall meet the minimum requirements of the State of Texas and the political subdivision or subdivisions regulating such sanitary facilities for the district in which the property is situated upon enactment and enforcement of such regulations.
- (7) No lot, tract or parcel of land shall be re-subdivided into smaller lots, tracts or parcels of land than five (5) acres.
- (8) All residences and structures to be built upon the lot, tract or parcel of land shall be of log, rock, cedar, new lumber or masonry construction unless otherwise approved in writing by LEE HUBBARD or BETH HUBBARD. No used materials may be used in the construction of any residence or structure on the premises. Each residence must have at least 600 square feet of living area exclusive of porches and garages.
- (9) No lot, tract or parcel of land may be used or maintained as a dumping ground for rubbish, trash, garbage, old motor vehicles, mobile homes or other wastes. No mobile home, house trailer, camper, truck body, tent or shack shall be left on the lot, tract or parcel of land on a permanent basis.
- (10) In the event of any dispute or question concerning any of the restrictions, conditions, limitations and covenants, or the interpretation of the same, LEE HUBBARD, or in the event of his death

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or disability, BETH HUBBARD, shall have the sole right to determine such dispute or question. In the event LEE HUBBARD or BETH HUBBARD does not determine or settle such dispute or question within thirty (30) days after having received written notice of the dispute or question from any person entitled to enforcement of these restrictions, limitations, conditions and covenants, then any person entitled to the enforcement of these restrictions, limitations, conditions and covenants shall have the right by proceeding at law or in equity to enjoin said violation or attempted violation or to recover damages therefor at the option of the parties bringing such proceedings.

(11) The foregoing restrictions, conditions, covenants and limitations may be enforced by any proceeding at law or in equity. Failure to enforce any covenant or restriction herein contained shall in no event be determined a waiver of the right to do so thereafter.

41500

FILED FOR RECORD

1:45 pm
OCT 07 1988

CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS

Reedy Shreve Deputy

Filed 10-7-88 @ 1:45 P
Ret. 10-7-88 @ 3:00 P

CONNIE HARTMANN, COUNTY CLERK
By *Kate Wood* Deputy

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