

2. Deed Restrictions. Purchaser acknowledges that as an owner of land adjoining or nearby the Property, Seller has a vested interest in the use and type of improvements that may be made on the Property. Accordingly, the Special Warranty Deed shall contain the restrictions set forth below.

The following restrictions ("Restrictions") are set forth below and hereby impressed on the Property and shall run with the land for the benefit of the properties identified as "T-1 173 Ac," "T-2 216 Ac," "T-3 207 Ac," "T-4 421 Ac," "T-5 278 Ac," "T-6 244 Ac," "T-10 562 Ac," "T-13 853 Ac," "T-14 402 Ac," "T-16 217 Ac," "T-17 301 Ac," "T-22 238 Ac," "T-23 188 Ac" and the tract labeled "118 Ac" (collectively, the "Neighboring Properties") on the map attached hereto as Exhibit ____ annexed hereto and by this reference made a part hereof:

The Property is to be used as recreational, agricultural, and/or residential property. Modular, manufactured, and/or mobile homes are allowed, no more than five (5) years old, and must be skirted within ninety (90) days of installation/construction. No more than two (2) primary residences can be constructed on the Property. All buildings must be maintained in good appearance at all times.

No portion of the Property may be used for the following uses:

- (a) Any use that is unlawful or that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous by reason of excessive danger of fire or explosion;
- (b) Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse. Burning of trash is allowed in compliance with Tyler County.
- (c) Smelting of iron, tin, zinc or other ores refining of petroleum or its products;
- (d) Storage in bulk of used materials, a junkyard, a scrap metal yard, or auto salvage yard;
- (e) Industries, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities;
- (f) Resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business;
- (g) A tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on premises consumption;
- (h) An adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business;
- (i) Any sexually oriented business, as the term is generally construed.
- (j) Parking and/or storage of large vehicles, such as tractor/trailers and 18- wheelers.
- (k) Storage containers are allowed but must be situated behind a residence and of (or painted) natural color so as not to stand out as a visual nuisance.

No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto the Property for the purpose of storing said structure. No tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any tract at any time to be used as temporary or permanent residence. New construction "barndominiums" are allowed. All new construction must be of new material and no tarpaper roof or siding materials, typically used for sheathing, will be used as an exterior covering on any structure. All buildings and structures shall be completely under skirted with no piers or pilings exposed to view.

No building or structure other than a fence shall be located nearer to the Property line than twenty-five (25) feet.

Animals, livestock or poultry are allowed, provided that no government regulations are violated: (a) dogs, cats, or other household pets may be kept, provided that they are not kept or bred in a commercial quantity; (b) no more than fifty (50) fowl may be kept.

No outside toilet or privy shall be erected or maintained on any Property. The materials installed in, and all sanitary plumbing shall conform with the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. This provision does not apply to "porta-can"

temporary toilets on the Property so long as such "porta-can" does not remain on the property longer than sixty (60) days after any construction project is completed.

Any residential building, residential structure, or residential improvement commenced upon any Property shall be completed as to the exterior finish and appearance within twelve (12) months from the commencement date.

No Property or portion of the Property shall be used as a dumping ground for rubbish or trash or any hazardous materials, or waste, nor for storage of items or materials (except during construction of a building) and the Property shall be clean and kept free of any boxes, rubbish, trash, or other debris. No refrigerators or other large appliances shall be placed outdoors and no inoperative motor vehicles without current license and inspection sticker shall be placed on or allowed to remain on any lot. Aluminum foil shall not be used as a window covering on any and all front and side windows OR windows facing a public road.

No commercial, skeet, trap, or rifle range operation involving discharging of firearms is allowed.

Prior to January 1, 2025 the property shall not be subdivided such to create any tract of less 50 acres. Prior to January 1, 2032 the property shall not be subdivided such to create any tract of less than 10 acres.

Subject to the provisions of the last sentence of this paragraph, if any person or entity, whether or not lawfully in possession of any portion of the Property, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any portion of the Property, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any portion of the Neighboring Properties, as well as heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights of the owner or purchaser of any portion of the Neighboring Properties. Neither Grantor nor any subsequent purchaser of a portion of the Neighboring Properties shall have any liability of responsibility at law or in equity on account of the enforcement of, or on account of the failure to enforce, these Restrictions.

Invalidation of any one or more of the Restrictions by judgment of any court shall in no way affect any of the other Restrictions and provisions herein contained, which shall remain in full force and effect.