

I.
DEFINITIONS

- 1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above-described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.
- 1.02. "Tract" shall refer to any portion of the Property, as owned by any Owner.

II.
RESTRICTIONS

- 2.01 All Tracts shall be used solely for residential and agricultural purposes as hereinafter set out. A residential structure may be interpreted to be a permanent residential dwelling, a short-term rental (such as a guesthouse or bed and breakfast,) or a long-term rental dwelling.
- 2.02 Not more than two (2) single-family dwellings may be erected on any Tract. Two (2) guest houses and other related outbuildings such as barns, animal shelters, etc., may be constructed on the Property.
- 2.03 Single-family dwellings shall contain a minimum of 1,400 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements. A barndominium shall be permitted, but the living space must comply with the minimum living area as set forth in this Paragraph 2.03, and the exterior of the living space of any barndominium must comply with all other requirements set forth herein.
- 2.04 The exterior of any building shall be completed not later than eighteen (18) months after the commencement of construction.
- 2.05 All dwellings shall be newly constructed and erected on site. No dwelling shall be moved on to a Tract. Mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling, nor stored on any Tract. The term dwelling house (for purposes set out in this paragraph) shall include guest houses. An Owner shall be entitled, however, to incorporate historical and other previously used building materials and fixtures into a newly constructed dwelling.
- 2.06 A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Kimble County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems.
- 2.07 Farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least 100 feet from any right-of-way or Tract boundary line.

2.08 The Property shall not be further divided or re-subdivided into more than two tracts, no less than 25.00 acres each.

2.09 No structure shall be erected on any Tract nearer than twenty-five feet (25') from any property boundary.

2.10 Tracts shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures) and livestock production. No industrial pursuit or enterprise shall be permitted to be conducted on any Tract. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of: Auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture. Additionally, there shall be no commercial dog kennels or dog boarding on any Tract.

2.11 Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on any Tract.

2.12 Swine shall not be kept on the Property or any resulting Tract, SAVE AND EXCEPT swine may be housed on the Property as 4-H and/or FFA projects. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Tract at all times, and provided they are not offensive to adjacent landowners by smell, sight, sound or otherwise as commensurate with generally accepted practices. There shall not be any commercial feeding operations or commercial breeding of animals conducted on a Tract. Agricultural animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.

2.13 No toxic waste dumping or burying or disposal of any kind shall be allowed that would pollute any stream or body of water, or adversely affect the natural beauty and value of the Property. Garbage or refuse shall not be disposed of or buried on any Tract.

2.14 All perimeter fences or interior fences erected on any Tract shall be of new material and professional in appearance, and completed in a good and workmanlike manner regarding quality and appearance.

2.15 All hunting must be done in compliance with the rules and regulations of Texas Parks and Wildlife Department. Prolonged or consistent discharge of firearms shall not be allowed on any Tract.

2.16 Mineral exploration of any type which will damage the surface shall not be permitted on any Tract.

2.17 The undersigned reserves unto itself and/or its assigns, an easement for utility purposes, ten (10) feet wide on each side of all Tract lines and twenty (20) feet along the entire boundary

line that is adjacent to the easement right-of-way (front) and rear of all Tract lines for the installation and maintenance of electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises for employees of utility companies owning said lines.

2.18 No wind turbine or other type of commercial tower or antennae shall be erected or placed upon the Property. Residential towers to provide internet and phone service shall be permitted on Tracts, but in no event shall a tower be greater than twenty-five feet (25') in height. Any solar panels located on a Tract must be installed on the roof of any improvements, and panels must maintain the pitch of the existing roof.

2.19 Declarant (and/or their tenants or assignees) shall have the right to graze cattle or livestock on an Owner's Tract until such time as Owner has enclosed the Owner's Tract by a livestock restraining fence and upon competition of the livestock restraining fence, the right to graze cattle or livestock shall be permanently extinguished. Each owner, and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agrees to indemnify and hold harmless Declarant (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to, any injuries to any person or any damages to any properties that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection with, the exercise by Declarant (or their tenants or assignees) of the right to graze livestock on an Owner's Tract, and/or the presence of livestock on an Owner's Tract.

III. GENERAL PROVISIONS

3.01 ENFORCEMENT. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserve the right to enforce this Declaration, though it may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.

3.02. PARTIAL INVALIDITY. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

3.03. TERM. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by or the Owner of any Tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2055, after which time said covenants, conditions and

restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31, 2035, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the acreage contained with the above-described Property. No amendment shall be effective until duly recorded in the Official Public Records of Kimble County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained. The covenants, conditions and restrictions may be amended any time by an instrument signed by the owners of not less than one hundred percent (100%) of the above-described Property.

3.04 AMENDMENT. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole judgement. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Kimble County, Texas.

3.05 WAIVER AND LACHES. The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Failure of Declarant, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.