

## RESTRICTIVE COVENANTS

This Property (hereinafter referred to as "the Property"), and all other tracts located within Heritage Hills, an unrecorded subdivision of nine (9) tracts total 112.2 acres, more or less, in the John W. Kenney Survey A-244, Austin County, Texas, and located between Texas Highway 36 and Phillipsburg Church Road, Kenney, Texas (which along with the Property hereinafter referred to as "the Tracts"), is conveyed to Grantee subject to the following land use restrictions which shall be a covenant running with the land for a period of fifty (50) years from the date hereof:

1. The Tracts within Heritage Hills shall be used only for single family residential purposes and improvements for agricultural use.
2. The Tracts within Heritage Hills cannot be subdivided, except for called Tract 1 located at the intersection of Texas Highway 36 and Phillipsburg Church Road which tract may be further subdivided.
3. ~~No swine or poultry (including, but not limited to, chickens, geese, ducks, turkey, and guineas) shall be permitted on the Property, except for individual 4-H or FFA projects of children who reside upon the Property. Other livestock shall be permitted, but no more than two (2) units per acre. Other livestock consists of horses, cattle, sheep or goats exclusively and a unit shall be an individual adult male animal or an adult female animal with unweaned offspring.~~ *SEE AMENDMENT THAT FOLLOWS*
4. All lots, pens, and other areas where permitted swine or other livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Tracts. All pens, houses, and other areas where permitted poultry are raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Tracts.
5. No part of the Property shall be used or maintained as a dumping ground or for the storage of trash or debris. No part of the Property shall be used for the sale, storage, or display of junk, used tires, junked automobiles, or anything that could be considered a salvage yard.
6. No activity shall be permitted on the Property that has been determined by a court of competent jurisdiction to be noxious, offensive, a public nuisance, or a violation of federal, state or local laws or ordinances.
7. No shack, shanty, bus, railroad car, trailer house, mobile home, pre-manufactured home, or other such similar structure shall be placed on the Property.

*\* SEE AMENDMENT THAT FOLLOWS*

8. ~~No more than one (1) primary structure with associated outbuildings shall be located on the Property. The minimum square footage of any primary structure shall be at least 2,000 square feet. Buildings shall be set back at least 50 feet from Phillipsburg Church Road and/or Texas Highway 36 and 25 feet from all other boundary lines of the Property.~~
9. No commercial sign or billboard requiring a permit from the State of Texas or any other regulatory agency shall be erected on the Property.
10. No structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Tracts at any time as a primary residence. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and slightly and shall be removed immediately after completion of construction.
11. No boat trailers, boats, travel trailers, automobiles, campers, tractors or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or on driveways. Semi-permanent or permanent storage of such items and vehicles must be screened from public view, either within a garage, barn, or behind a fence which encloses the rear of the Tract. No inoperable boat trailers, boats, travel trailers, automobiles, campers, tractors or vehicles of any kind shall be semi-permanently or permanently stored on any Tracts.
12. Surface operations upon the Property in connection with the mining or production of oil and gas on the Tracts is strictly prohibited. Continuation of current surface operations relating to the mining, production and removal of sand, clay, topsoil and other similar materials by Jimmie Hahn Partnership, Ltd. on Tracts which are owned by Jimmie Hahn Partnership, Ltd. is not prohibited by these restrictions.
13. Trash containers, dumpsters or any object holding or storing trash must be out of site from all public or private roads surrounding the Tracts. Storing or placing trash containers, dumpsters or any object holding or storing trash at or near a driveway near the road, or the road frontage of the Property is strictly prohibited. Moveable trash containers may be put at the entrance near the road the night before or the morning of a scheduled trash pickup day by a hired garbage company or hauler. The moveable containers shall be removed from the road area the same day of the trash pickup day.
14. Prior to occupancy of a home, or any livable building, each Tract Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Austin County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

15. Property entrances to all Tracts shall be installed in accordance with any and all county, state or other regulatory guidelines or requirements. Additionally, property entrances for called Tract 3 and called Tract 5 shall not be located nearer than 300 feet from the boundary line of such respective tract in common with the boundary line of called Tract 4. It being the intent hereof that no entrance shall be located on either called Tract 3 or called Tract 5 which would result in the inability to obtain approval for an entrance from Texas Highway 36 to called Tract 4 due to distance requirements between entrances imposed by the Texas Department of Transportation or any other regulatory agency or entity.
16. An easement 30 foot in width along all property lines abutting Texas Highway 36 and an easement 30 foot in width along all property lines abutting Phillipsburg Church Road is reserved for the benefit of and to be utilized by the Owners of the Tracts for the purposes of installation and maintenance of utilities. No structure of any kind shall be erected within said easements so as to prohibit the intended use thereof.
17. Any Owner of a Tract in Heritage Hills shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants now or hereafter imposed by the provisions of this document. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
18. Invalidation of any one or more or a part of these restrictions by judgment or other court order shall in no way affect any of the remaining provisions herein, all of which shall remain in full force and effect.

### AMENDMENT TO RESTRICTIVE COVENANTS

This Amendment to Restrictive Covenants is made on the 21 day of July, 2010 by and between the JIMMIE HAHN PARTNERSHIP, LTD., MARK W. and TONI V. STEVENS, MATTHEW S. AND CHARLENE CLEBOSKI, TERRY L. AND KAREN D. BYERS, JOSHUA L. AND LINDSAY SCHEEL, AND COX KENNEY PROPERTY, LTD (hereinafter referred to as "Property Owners").

WHEREAS, JIMMIE HAHN PARTNERSHIP, LTD. purchased the 112.420 acres of land described in the deed from Jon A. Marshall to Jimmie Hahn Partnership, LTD dated March 11, 2005 recorded under Austin County Clerks File no. 051707 of the official records of Austin County and thereafter conveyed tracts to the following Property Owners via of the following warranty deeds:

<u>GRANTEE:</u>	<u>AUSTIN COUNTY CLERK FILE NO.</u>
MARK W. and TONI V. STEVENS	#075803
MATTHEW S. AND CHARLENE CLEBOSKI	#065607
TERRY L. AND KAREN D. BYERS	#072195
JOSHUA L. AND LINDSAY SCHEEL	#081725
COX KENNEY PROPERTY, LTD	#064298

WHEREAS, each of the warranty deeds contain uniform Restrictive Covenants set forth therein (hereinafter referred to as the Restrictive Covenants) and the Property Owners desire by this instrument to amend the same as set forth herein.

NOW, THEREFORE, PROPERTY OWNERS agree as follows:

1. Paragraph 3 of the Restrictive Covenants is hereby amended to read as follows:

"No swine and, except for no more than six female chickens (no males), no poultry (including, but not limited to, geese, ducks, turkey, and guineas) shall be permitted on the Property, except for individual 4-H or FFA projects of children who reside upon the Property; provided however any such poultry as may be permitted shall at all times remain adequately confined in such fashion so as to prevent roaming by any such permitted poultry. Other livestock shall be permitted, but no more than two (2) units per acre. Other livestock consists of horses, cattle, sheep or goats exclusively and a unit shall be an individual adult male animal or an adult female animal with unweaned offspring."

**Paragraph 8 of the Restrictive Covenants is amended to read as follows:**

"No more than one (1) primary structure with associated outbuildings shall be located on the Property. The minimum square footage of any primary structure shall be at least 1,500 square feet, including in such calculation of square feet attached and covered porches, garages, decks, patios, and similar additions. Buildings shall be set back at least 50 feet from Phillipsburg Church Road and/or Texas Highway 36 and 25 feet from all other boundary lines of the Property."

3. All other terms and conditions of the Restrictive Covenants are hereby ratified and confirmed.

4. This Agreement may be executed in multiple counterparts and all taken together constitute the complete agreement. This agreement shall be effective upon execution of the signatures of the signatories set forth below.


5. A copy of this Agreement recorded in the Real Property Records of Austin County, Texas, attached to a notice acknowledged by any Property Owner shall be effective for all purposes.

\_\_\_\_\_  
MARK W. STEVENS  
DATE: \_\_\_\_\_

\_\_\_\_\_  
TONI V. STEVENS,  
DATE: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW S. CLEBOSKI  
DATE: \_\_\_\_\_

\_\_\_\_\_  
CHARLENE CLEBOSKI  
DATE: \_\_\_\_\_

  
\_\_\_\_\_  
TERRY L. BYERS  
DATE: 7/26/10