

RESTRICTIONS WITH REFERENCE TO PROPERTY CONVEYED

I.

The property herein conveyed shall be restricted to private residential dwellings.

II.

No lean-to, shack or other temporary structure of any character shall be permanently constructed on any of said property. No structure, other than a single residence, designed and constructed for use by single family, together with servants quarters, garages and other structures as may be suitable and proper for the use and occupancy as a single family dwelling, shall be constructed on the property herein conveyed which property is dedicated to private residential purposes, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residences on separate lots be advertised for use or used as hotel, tourist cottages or as places of abode for transit persons, nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon. By the term "house trailer, it is included but not limited to mobile home and prefabricated type mobile homes.

III.

In no event shall any dwelling be erected on the property herein conveyed that shall not contain a minimum of one thousand (1,000) sq. feet of living area, exclusive of garages and other appendages. Said dwellings must have wood shingle or composition roof, and may be erected on any type of foundation. All improvements or additions to same shall be substantially and safely constructed, painted, and kept in good repair; and the lot shall be kept in a clean and sanitary condition.

IV.

No building or other structure including, but not limited to fencing, homes, garages, storage buildings, "out buildings", boathouses, piers and bulkheading, shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure, have been approved by the architectural control committee. The architectural control committee is composed of GENE R. ALSTON, KAY ALSTON and PAUL H. DUESTERHOFT. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) years from date of this instrument, then the record owners of the majority of the lots shall have the power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it, any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be required in writing. In the event the committee or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied

with. The residence or building, however, must be constructed in compliance with all other of the restrictive covenants herein set out.

The address of this committee is Route 3, Thornton, Texas 76687.

V.

No horses, sheep, cows, goats, swine or other livestock may be kept on the premises.

VI.

No outside toilets will be permitted and no installation of any kind of disposal sewage shall be allowed which will result in raw or untreated sewage being carried into water bodies. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks into roads, streets, alleys or public ditches, either directly or indirectly is strictly prohibited.

VII.

No sign or other advertising may be displayed on property.

VIII.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the property and shall not be placed in the streets or between the road bed and the property lines.

IX.

All exterior construction must be of new material and no used material shall be used on exterior portions of any dwelling erected, however, use of other than new material might be used for interior construction.

X.

No improvements in the way of building or appendage to building shall be built nearer than ten (10) feet to any adjacent lot line, nor nearer than twenty (20) feet to the property line adjacent to the road providing access to said property.

XI.

No unsightly storage that is visible from the street shall be permitted on any lot.

XII.

No metal, wire or chain link type of fence construction will be permitted on any lot.

XIII.

All buildings and structure on any lot shall be constructed of materials that match the outer appearance of the main structure on the lot.

XIV.

No permanent above ground swimming pools will be permitted on any lot.

XV.

No commercial livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats and other household pets may be kept, provided they are not raised, bred or kept or maintained for commercial purposes.

XVI.

All of the restrictions and covenants herein set forth shall continue and be binding upon the Purchasers of the property, their heirs, executors, administrators, successors or assigns, for a period of fifty (50) years from the date the instrument to which these restrictions are attached is filed for record in the office of the County Clerk of Robertson County, Texas.

XVII.

The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall in no wise constitute a waiver of or invalidate any other restrictions, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.