

Restrictions.Restrictions and Covenants

1. Except during construction of a structure permitted herein, no outside privies or toilets shall be permitted upon the Property. All toilets shall be installed inside any residence hereafter constructed upon the Property and prior to the occupancy thereof. No individual sewerage-disposal system shall be permitted on the Property unless the system is designed, equipped and constructed in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the County of Polk and/or any other governmental agency having jurisdiction over the Property. Approval of the system(s) installed and maintained shall be obtained from such authorities. Under no circumstances shall Grantor ever be required to provide the Property with any type of wastewater or sewerage disposal system.
2. No individual water-supply system shall be permitted on the Property unless the system is designed, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the County of Polk and/or any other governmental agencies having jurisdiction over the Property. Approval of the system(s) installed and maintained shall be obtained from such authorities. Under no circumstances shall Grantor ever be required to provide the Property with any type of water system.
3. The drainage of wastewater or sewerage into adjoining lands, or into or upon any road, street, alley, ditch or any water way, either directly or indirectly, is prohibited.
4. The Property shall be used for residential purposes only. The term "residential purposes", as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses, and all such uses of the Property are hereby expressly prohibited.
5. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be an annoyance or nuisance to any adjoining property owner or owners (including lands owned by Grantor that adjoin the Property).
6. No structure of a temporary character, trailer, mobile home, house trailer, manufactured home, recreational vehicle, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently, without the written consent of Grantor (or, if appropriate, the heirs or personal representatives of Grantor) first had and obtained, which consent Grantor shall be under no obligation to give. However, Grantor does consent to allow Grantee (or, if appropriate, the heirs or personal representatives of Grantee) to place and use recreational vehicles on the Property, provided that they are at least two hundred feet (200') from any property line and not visible from Walding Road.
7. No residential structure shall be placed on the Property unless its living area has a minimum of eight hundred (800) square feet of floor area, when measured from wall to wall, and excluding porches and garages. The placement of recreational vehicles located within the guidelines of paragraph 6 immediately above shall not be considered a violation of this provision.
8. The Property shall never be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall always be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. The Property can be resubdivided in any fashion so long as the subdivided parcels are for single family residential purposes and the resubdivided acreage is not less than two (2) acres, and no portion less than two (2) acres shall be conveyed or transferred; provided that this provision shall not prohibit deeds of correction or deeds to resolve boundary line disputes

and similar corrective instruments. However, if Grantee (or the heirs or assigns of Grantee) purchases one or more tracts of land adjacent to the Property, then the Property and any adjacent tracts so acquired may, at Grantee's option, be deemed a single tract for building purposes, so long as not less than two (2) total acres is used for this purpose.

10. Both prior to and after the occupancy of a residence on the Property, the owner shall provide appropriate space for parking any vehicle or vehicles.
11. These protective covenants shall not be construed to prevent the use of portions of the Property for roads, streets or other rights of way or as easements for drainage or utility purposes.
12. All burning or other disposal of waste material must be in compliance with regulations promulgated from time to time by the State of Texas and/or County of Polk.
13. Any residential building constructed on the Property: (a) must be built according to plans and specifications which, in addition to those set forth herein, meet the minimum requirements of all applicable building codes for residential construction in Polk County, Texas, (b) must be of sturdy, permanent construction, built of first class materials, and (c) must have exterior design and appearance acceptable to and approved by Grantor, or, if appropriate, Grantor's heirs, personal representatives or designated assigns, as heretofore provided.
14. Livestock (horses and/or cows) may be kept or maintained on the Property so long as there is not more than one horse or cow (one animal unit) per five (5) acres. House pets, including dogs, may be kept upon the Property for personal use only, so long as they are not kept in such conditions as to constitute an annoyance or nuisance to the adjoining land owners and provided that all house pets, including dogs, which are housed outside of the principal residence must be housed in adequate enclosures and maintained in a presentable and sightly condition. No swine, sheep, goats, poultry or emu's of any kind, other than household pets as described in the preceding sentences, may be kept or maintained on the Property.
15. All parts of the Property shall be maintained in a sanitary and neat condition, free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. All tools and equipment shall be stored or housed in a storage building provided therefor. No part of the Property shall be used for any purposes which may endanger the health or unreasonably disturb the owner and/or occupant of any adjoining tract of land.
16. No improvements, structure, dirt or other material may be placed on the Property that would in any way tend to restrict or interfere with the free flow of water into or through, or inhibit access for maintenance of, natural drainage easements, drainage ditches, or drainage structures placed thereon by Grantor and/or by Polk County, his, her or its heirs, successors or assigns.

Enforcement

Grantor, or if appropriate, the heirs, personal representatives or designated assigns of Grantor, shall have the right to enforce, by any proceeding at law or in equity, the restrictions, covenants, conditions, and reservations now or hereafter imposed by the provisions of this Deed. Failure to enforce any covenant or restriction contained in this document shall in no event be deemed a waiver of the right to do so thereafter.