

RESERVATIONS & RESTRICTIONS TO THE USE OF PROPERTY

For purposes of these Reservations & Restrictions, the Property (hereinafter called the "Property") shall be considered the acres situated in Walker County, Texas as shown in Exhibit "A" attached hereto for the purpose of enhancing and protecting the value, attractiveness, and desirability of the "Property." Grantor hereby declares that all the real property situated within Exhibit "A" and each part thereof, shall be held, sold, and conveyed only subject to the following reservations, easements, covenants, conditions, and restrictions, which shall constitute reservations and restrictions with the land and shall be binding on all parties having any right, title, or interest in any tract constituting a portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any property situated within Exhibit "A" shall be deemed and held to have been executed, delivered, and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth therein or referred to therein.
2. Utility easements are hereby established upon the ten (10) feet of each said tract adjoining the highway, street, or road.

(a) The Utility easements are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and operating in Walker County, Texas, as well as for the benefit of the Grantor and the property owners to allow for the construction, repair, maintenance, and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, sanitary sewers, storm sewers, and any other utility or service which the Grantor may find necessary or proper.

(b) The title conveyed to any property shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary lines, poles, pipes, conduits, or other appurtenances or facilities of the Grantor or public utility companies, upon, under, along, across, or through such public utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems' utilities, appurtenances and facilities is reserved to the Grantor and its successors and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances, or other facilities to any municipality, governmental agency, public service corporation, or other party is hereby expressly reserved to the Grantor and its successors and assigns.

(d) Neither the Grantor, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers, or other property of the landowner situated on the land covered by utility easements.

3. Provisions hereof, including the reservations, easements, covenants, conditions, and restrictions herein set forth, shall run with the land and shall be binding upon the Grantor and its successors and assigns.

4. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by a proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions, including, but not limited to a proceeding to restrain or prevent such violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions, and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof in any proceeding at law in equity hereby agrees to pay to the opposite party reasonable attorneys fees for the services of the opposite party's attorney in the action for proceedings, such fees to be fixed by the Court. It shall be lawful for the Grantor or any person or persons owning property in Exhibit "A" to bring any proceedings at law or in equity against the person or persons violating or attempting to violate any such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.
5. Should any portion of this instrument for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion thereof eliminated.
6. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust, or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by Judicial or other foreclosure, by trustee's sale, or by other means.
7. No tract in the "Property" shall be re-subdivided in any fashion or manner except by the Grantor or with the Grantor's approval in writing, which written approval shall be filed for record in the office of the County Clerk of Walker County, Texas.
8. The Restrictions are set forth below and hereby impressed on the "Property" and shall run with the land:
 - (a) The "Property" is to be used as recreational, agricultural, and/or residential property. No building shall be erected, altered, or permitted to remain on any tract within the "Property" other than one single-family dwelling, a private garage (or other covered car parking facility) and other outbuildings (i.e. barn, well house, shop, and etc.). No mobile homes, single or double wide, manufactured homes, or modular homes are allowed. No more than one primary residence can be constructed on the property. The living area of each single family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages, or other car parking facilities and outbuildings shall not be less than 1200 square feet, if a one story dwelling, and not less than 1500 square feet if a two story dwelling. Each dwelling also must include a garage or covered carport of a minimum of 400 square feet. The residential dwelling and garage must be constructed upon site and no prefabricated or move-in structures will be allowed. All structures shall be constructed of wood, sheet-iron, concrete blocks, rock, bricks, or a combination thereof. All buildings must always be maintained in good appearance including other outbuildings (e.g., barn, well house, shop, etc.).

- (b) No building, of any type, shall be located nearer than fifty (50) feet from the adjoining tract boundaries, the highway, or public county road.
- (c) No "Property" or any portion of the "Property" may be used for the following uses:
 - (1) 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.
 - (2) No rubbish, trash, garbage, manure, debris or other materials shall be kept on the "Property" except in sanitary containers located in appropriate areas concealed from public view. No dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse; Burning of trash is allowed in compliance with Walker County regulations.
 - (3) Smelting of iron, tin, zinc, or other ores refining of petroleum or its products.
 - (4) Storage in bulk of used materials, a junkyard, a scrap metal yard, or auto salvage yard. No inoperable automobiles and/or equipment.
 - (5) Industries, including, without limitation, heavy manufacturing, fabrication facilities, and testing facilities.
 - (6) Resale or pawn shops, flea markets, or bankruptcy, fire sale, or auction business.
 - (7) A tavern, bar, nightclub, discotheque, or any other establishment selling alcoholic beverages for on-premises consumption.
 - (8) An adult bookstore or other establishment selling, renting, or exhibiting pornographic materials, or any sexually oriented business as the term is generally construed.
 - (9) Parking and/or storage of large vehicles, such as tractor/trailers and 18- wheelers.
- 9. 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 tar paper roof or siding materials, typically used for sheathing, shall 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.

10. No sign of any kind shall be displayed to public view on any tract within the "Property" except customary name and address signs and lawn signs of not more than three square feet in size advertising a property for sale or rent.
11. Nothing shall be done or kept on any tract within the "Property" which would increase the rate of insurance relating thereto, and no owner shall permit anything to be done or kept on their property building site which would result in cancellation of insurance on any residence, or which would be in violation of any law.
12. No noxious or offensive activity shall be carried on, in or on any tract within the "Property". Sheep, goats, swine, chickens, horses, cattle, livestock, and poultry, plus dogs, cats, and other household pets may be raised, bred and kept on property provided they are not kept, bred or maintained for commercial purposes, and provided that the number of sheep, goats, swine, horses, and cattle shall be limited to one animal of each group per each two (2) acres owned and chickens shall be limited to ten (10) per acre.
13. No septic tank, grease trap, field lines, or any single-home wastewater disposal system shall be installed on any tract within the "Property" unless the builder or owner of the improvements for said tract has first made application to and received approval from the Walker County Health Department for said home wastewater disposal system. All home wastewater systems shall be of the alternative sewage disposal system methods (i.e., aerobic system) meeting current Texas Natural Resource Conservation Commission and Walker County, Texas regulations. No outside toilets shall be permitted upon any tract within the "Property" nor shall any device for disposal of sewage be permitted which will result in raw, untreated, or unsanitary sewage being emitted upon any portion of the tract situated within the "Property" or into any stream, creek, or other body of water. However, manufactured portable toilets shall be allowed during the construction phase of a home, which, subject to paragraph 14, is not to exceed 12 months. Drainage of septic tanks to roads, streets, or any drainage area either directly or indirectly is strictly prohibited.
14. All buildings constructed upon any tract within the "Property" must be "dried in" within six (6) months from the date construction commences and fully completed within twelve (12) months from the date construction commences. As used here, the term "dried in" means that the outside exterior of the building must have the appearance of a completed building.
15. No commercial, skeet, trap, or rifle range operation involving discharging of firearms is allowed.
16. All of the provisions contained in this instrument shall be reservations and restrictions running with the land thereby affected. The provisions of this instrument shall be binding upon and inure to the benefit of the owners of the land affected and the Grantor and its successors and assigns.