

Lomax Harmel Tract Restrictions

Permitted use. A Lot may be used only for a main residence for use and occupancy by a Single Family and one additional unrelated person and a secondary Residence for use as a guest house used for the temporary occupancy of Owner's guests.

1. Animals, livestock, emu's and ostrich, other than hogs or poultry, may be kept, bred, and maintained on subject property under the following conditions:
 - a. All horses, cattle, or other livestock shall be kept enclosed by suitable fencing of subject property.
 - b. 4-H and FFA school sponsored programs
 - c. Chickens for personal consumption and/or pets
 - d. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.
2. Any building, structure, or improvement commenced on any tract shall be completed as to exterior finish and appearance withing twelve (12) months from the commencement date.

Prohibited Activities.

- a. Any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. Any illegal activity that violates state, federal or regulatory codes;
- c. Any nuisance, noxious, or offensive activity
- d. Any dumping, accumulation, or storage of rubbish
- e. Any storage of-
 - i. Building materials except during the construction or renovation of Residence or a Structure
 - ii. Vehicles in sight of other Lots, exempt vehicles in a garage or Structure or operable automobiles on a driveway or drive;
 - iii. Unsightly objects unless completely shielded by a Structure;
- f. Any exploration for or extractor of minerals or commercial water;
- g. Any non-agricultural commercial or professional activity, except for a home office. Further, the breeding raising or holding of any swine or poultry for commercial purposes is prohibited;
- h. The drying of clothes in a manner that is visible from any road or other Lot;
- i. The display of any sign except—
 - i. One not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. Political signage not prohibited by law or the Dedicatory Instruments;
- j. Installing or visibility storing a mobile home, manufactured home, manufactured home, motor home, or house trailer on a Lot;
- k. Moving a previously constructed house onto a Lot;
- l. Interfering with a drainage pattern or the natural flow of surface water;
- m. The excessive or non-personal use of any firearms, explosives or other weapons or use of such that constitutes a nuisance.
- n. Feed lots

Construction and Maintenance Standards

1. Lots

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site.
- b. *Subdivision.* No Lot may be further subdivided into any lot smaller than five (5) acres, other than by the Declarant.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- d. *Excavation.* Exempt for the construction of ponds and tanks capable of holding water during the majority of the year, exposed openings resulting from excavation on any Lots shall be back filled and disturbed ground shall be leveled and reseeded with fiber mulch, blanket seeding or sod.
- e. *Septic Tanks.* No residential dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system that is so approved.

2. Residences and Structures

- a. *Structure Type.* Only single-family residential dwellings appurtenances ordinary to residential living and farming and ranching shall be permitted.
- b. *Maximum Height.* The maximum height of a Residence or structure is two (2) stories.
- c. *Required Area.* The total area of a Primary Residence, exclusive of porches, garages, or carports or other non-heated or air-conditioned structures, must be at least one thousand eight hundred (1,800) square feet.
- d. *Location on Lot.* No Residence or Structure may be in violation of the setback lines, which shall be: front setback facing street of one hundred feet (100'); Rear Setback of thirty feet (30'), and common boundary between lots or side setback of fifteen feet (15').
- e. *Fences and Gates.* All fences and gates must be maintained and shall be functional and aesthetically compatible and shall not be rusted.
- f. *Traffic Sight Lines.* No landscaping or structures that obstruct traffic sight lines may be placed on any Lot.
- g. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

Remedial Rights

1. *Costs, Attorney's Fees, and Expenses.* Any non-compliant Owner is liable to any other Owner authorized to enforce these Covenants for all costs and reasonable attorney's fees incurred in and enforcing the Dedicatory Instruments.
2. *Judicial Enforcement.* An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

General Provisions

1. *Term.* This Declaration runs with the land and shall bind all owners for a period of fifteen (15) years. Thereafter these restrictions shall automatically lose effect and become null and void.
2. *No Waiver.* Failure by an Owner to enforce the Dedicatory Instruments is not a waiver.
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended or terminated at any time in whole or in part by written agreement by the Owner of at least seventy five (75%) of acreage in the property. Any such amendment or termination shall be effected only by a written instrument duly recorded in the office of the County Clerk of Washington County, Texas.
5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.
6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instrument or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to an Owner, at the Owner's last known address or address of record with the Washington County Appraisal District. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however, delivered, is sufficient.
8. Once the total property has sold, eight tracts (8)- the responsibility on maintaining covenants will go to the land owners of the eight tracts (8)