

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
BYRON RIVER RANCH**

BYRON RIVER, LLC, a Texas limited liability company, (herein the "Owner") is the owner of a 188.533 acre tract or parcel of land out of and being a part of the Chas. Bennett Survey, A-4, Burleson County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (herein the "Land"). The Land is commonly to be hereafter known as "BYRON RIVER RANCH".

Owner contemplates the possibility of dividing the Land into various tracts (herein the "Lot(s)").

The Owner, for the benefit of the public, in general, and persons purchasing Lots, desires to place covenants, restrictions and conditions thereon designating the manner and purposes for which Lots may be used, along with other restrictions created and reserved for the common benefit of all future owners.

NOW THEREFORE, Owner hereby establishes the following reservations, conditions, restrictions, and covenants on the Land and the Lots, which shall run with the land, and be binding upon and inure to the use and benefit of Owner, its successors, and assigns, and any future owner of a Lot.

Land Use:

Lots shall be used primarily for single-family residential and agricultural purposes, with the exception of permissible activities outlined in these restrictions.

Temporary Structures:

No structure of a temporary nature including but not limited to a tent, shack, RV, horse trailer, mobile home, camper, or other temporary facility shall be used on any part of a Lot as a permanent residence. If used temporarily for camping, the period of use may not exceed two weeks every six-month period unless the temporary structure is not visible from the public or private roads or neighboring tracts. If a temporary structure is used during construction of a permanent single-family residence on site, the temporary structure may only be used for the shorter of (i) a twelve (12) month period following the start of construction or (ii) completion and occupancy of the home. The temporary structure must be located on the side of the residence being built that is opposite the public or private road fronting the Lot. However, the temporary structure may be located anywhere on the Lot if out of view from all public roads, private roads, and neighboring tracts.

Re-subdividing:

No Lot may be re-subdivided into smaller than five (5.00) acre Lots unless (i) a portion of the re-subdivided Lot is being sold to an adjacent property owner, and (ii) the re-subdivision is not in violation of any County or other governmental authority's laws, rules, regulations, or ordinances.

Parking:

No inoperative or unlicensed vehicles or buses may be kept upon any Lot at any time unless (i) housed in garages or barns, or (ii) otherwise not visible from a public road or any adjacent Lot.

Livestock:

Livestock and game are allowed on the Lots so long as they are properly contained with adequate fencing. No swine are allowed on any Lot at any time except for no more than five (5) animals kept solely as (i) 4-H FFA project animals or (ii) pets. No part of the Lots shall be used for commercial (i) feed lots for any type of livestock, (ii) poultry or (iii) bees.

Commercial Activity:

No commercial activity shall be allowed on any Lot with the exception of (i) home businesses, and (ii) soil cultivation, (iii) production of crops for human or animal food, (iv) floriculture, (v) viticulture, (vi) horticulture, (vii) wildlife management, and (viii) raising livestock and poultry for personal use or consumption. No more than one sign advertising or identifying the business is allowed. The sign must be no larger than four (4) feet by four (4) feet, and cannot be displayed more than eight (8) feet in height. No home business shall cause a nuisance as defined herein.

Nuisances:

No unreasonable, unwarranted or unlawful use of the Lots, which causes inconvenience, interferes with another's quiet and peaceful use and enjoyment of their property, or causes damage to other Lot owners or the general public, shall be permitted. Nuisances include, but are not limited to, noxious smells, noise, burning, misdirection of water onto another property, storing or display of unsightly materials or indecent signs or pictures on a business sign, and any activity on a Lot which violates County, State, US, or Game and Wildlife Laws.

Term:

These covenants and restrictions shall run with the Land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of Burleson County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority in number of the then owners of the Lots has been recorded, agreeing to (i) change such covenants in whole or in part or (ii) to revoke them. If any buyer purchases multiple Lots, that person counts as only one vote.

Enforcement:

Enforcement of these covenants and restrictions may be by proceedings at law or in equity by Owner, or any other owner of a Lot, against any person or persons violating the aforementioned covenants and restrictions.

