

ARTICLE ONE

Definitions

1.01. "Owner" shall refer to the record owner of the fee simple title to any portion of the subject property, whether one or more persons or entities.

1.02. "Property" shall refer to that certain real property described in Exhibit "A" as attached hereto and to any part or parcel of same which is hereafter conveyed by Declarant to any individual or entity.

ARTICLE TWO

Use Restrictions

2.01. Except as provided below, all parts and parcels of the Property shall be used solely for residential purposes and no buildings shall be constructed, erected or placed on any part or parcel of the Property that do not comply with the requirements set out herein.

2.02. The Property shall contain site built homes only. No manufactured/mobile homes or modular homes shall be located on the property on either a temporary or a permanent basis. Site built Barndominiums are allowed.

2.03. No person(s) shall reside in a RV or other temporary type accommodation. Upon the initial building of the permanent site built home, the Property owner can reside in an RV for no more than one year. The Property owner can have guests that temporarily stay in an RV on the Property for no more than a three month period and for now more than 2 three-month periods per calendar year.

2.04 Commercial operations are not permitted on the Property. This restriction does not prohibit any Owner of one or more parcels of the Property from utilizing the premises for farming and ranching operations except for the exclusion applicable to hogs as set out below.

2.05. Travel trailers, motor homes, boats and agricultural equipment may be kept on the Property provided that such belongings are regularly stored in barns or garages situated on the premises.

2.06. No junk yards, repair yards or wrecking yards shall be located on the Property. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on any parcel of the Property for more than two (2) weeks shall constitute a "junk yard". All vehicles on the Property must have current licenses and registrations.

2.07. The installation of septic tanks and soil-absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas, its agencies or subdivisions.

2.08. None of the original parts or parcels of land as depicted on the attached Exhibit "A" shall be partitioned and/or subdivided and no more than one single-family dwelling may be erected or constructed on any parcel.

2.09. The exterior of all buildings or structures (other than primary residences) which are constructed on any parcel of the Property shall either match the exterior of any house situated on the parcel or shall be constructed out of brick, rock, masonry (including Hardi-type), painted and/or treated wood, pre-painted/coated and sealed rust-proof metal.

2.10. No hogs or pigs shall be maintained on any parcel of the Property on either a temporary or permanent basis except for "show hogs" being raised for 4-H or FFA Competition by a child who resides in the dwelling on the Property.

2.11. No metal towers of any type shall be erected on any parcel of the property.

2.12. The Owner of each parcel of the Property shall keep the frontage to the premises clean and reasonably clear of weeds and other debris to maintain an attractive appearance from the roadway.

2.13. No commercial signs of any kind shall be displayed in public view on any parcel of the Property except for signs advertising that the Property is available for sale or rent. In the latter event, only one sign nor more than 10 square feet may be placed on any single parcel of the Property for advertising purposes.

2.14. No open pits or structures may be constructed on any parcel of the Property for the purpose of mining and removing sand, gravel, or other substances or surface minerals at any place which is in view of the adjacent roadway.

2.15. No parcel of the property shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and/or disposal of such materials shall be kept in a clear and sanitary condition.

2.16. No Owner of any parcel of the Property shall be authorized to materially divert the natural flow and drainage of water to or away from the parcel belonging to another Owner

without obtaining his, her or its advance consent to such diversion. However, this provision shall not preclude any Owner from constructing a stock pond on any parcel of the property without an adjoining neighbor's consent provided that the dam or enclosure shall be constructed with a sufficient spillway to avoid the destruction of the dam and related damage to adjacent tracts caused by over-filling. Any dam created by a newly constructed pond shall not exceed five feet (5') over existing elevation.

2.17 No operations can take place on the Property that create excessive noise.

2.18 No dog kennel operations are allowed.

2.19. No building, antenna or other obstacle shall be constructed that exceeds 40 feet in height.

ARTICLE THREE

General Provisions

3.01. The Declarant or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions and covenants now or hereafter imposed under this Declaration. The failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed to waiver the right to do so thereafter.

3.02. The invalidation of one or more of the covenants, conditions or restrictions set out herein by judgment or court order shall in no manner affect any other provision and all other provisions hereof shall remain in full force and effect.

3.03. These restrictions, conditions, and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring any portion of the Property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any parcel shall thereby agree and covenant to abide by and fully perform the foregoing restrictions, conditions and covenants. These covenants shall run with the land and shall be binding for a period of twenty (20) years from the date on which this Declaration is validated by filing in Real Property Records of Bastrop County, Texas. After the expiration of the twenty year period, said covenants, conditions and restrictions shall be subject to renewal and/or modification by an instrument signed by the owners of a majority of the total acreage contained in the Property as described on the attached Exhibit "A", so long as Declarant no longer owns any tracts. As long as Declarant owns any of the tracts, the covenants, conditions and

restrictions can only be modified by Declarant. No such amendment or renewal shall be effective, however, until it is recorded in the Real Property Records of Bastrop County, Texas and, if the Property is then subject to any further governmental regulation, until approval of such body or agency has been obtained.

EXECUTED by the Declarant, this the ____ day of _____, 2022.

RICHARD HOLT REAL ESTATE HOLDINGS INC

By:

RICHARD H. HOLT

COUNTY OF BASTROP §
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This instrument was acknowledged before me this _____ day of _____, 2022 by Richard H. Holt, on behalf of RICAHRD HOLT REAL ESTATE HOLDINGS INC, a Corporation.

_____ Notary Public, State of TEXAS

THE STATE OF TEXAS §
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COUNTY OF BASTROP §