

## **Exhibit A – Land Use Restrictions**

### **Definitions**

- A. “Applicable Law” means all federal, state and local laws, ordinances, regulations, or rules, applicable to the person, circumstance and/or property (the “Property” as defined below) addressed in the provision of these Land Use Restrictions in which the term appears.
- B. “Covenants” means the covenants, conditions, and restrictions in this these Land Use Restrictions.
- C. “Declarant” means the Owner of the Property at the time of the imposition of these Covenants.
- D. “Owner” means every record owner of a fee interest of lands within the boundary of the Property, whether in whole or in part, any later tenant, lessee, or occupant of lands within the boundary the Property, whether in whole or in part.
- E. “Property” means all that certain 58.57 acres tract as shown in Exhibit B and located in the John McAdams survey, A-422, Panola County, Texas; said tract being all of a called 58.57 acres tract conveyed to Texas County Acres LLC by Charles and Martha Spears by deed recorded in Volume 3946 Page 179 of the official public records of Rusk County, Texas.
- F. “Real Property Records” means the real property records of the county or counties in which the Property is located.
- G. “Structure” means any improvement on the Property, including, but not limited to, a building, barn, garage, storage unit, pool, stock tank, fence, wall, patio or paved outdoor seating area, driveway, and walkway.
- H. “Tract” means all of the Property or a portion of the property recognized by the County as having been subdivided within the Property and having a separate ownership deed.
- I. “Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

### **Clauses and Covenants**

#### **A. Imposition of Covenants; Authority of Declarant**

- 1. Declarant imposes the Covenants on the Property. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property to benefit all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any portion of the Property.
3. Each Owner or occupant of any portion of the Property agrees to comply with these Land Use Restrictions.
4. The restrictions and covenants in this instrument will inure to the benefit of and be enforceable by the Declarant and any present or future owner of an interest in the Property.
5. The Declarant, and their successors and assigns, shall have the sole right and power to interpret the intent or application of the restrictions in this instrument so long as they own any portion of the Property. Declarant, and their successors and assigns, may enforce, by any proceeding at law or in equity, all restrictions imposed by this instrument so long as they own any portion of the Property. The Declarant, and their successors and assigns, may sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants, besides ordinary legal actions for damages.
6. Should the Declarant, and their successors and assigns, no longer own any portion of the Property, the interpretation of intent or application of the restrictions in this instrument shall be subject to any court having jurisdiction over the matter. Any owner of any Tract of the Property, and his or her successors and assigns, may enforce, by any proceeding at law or in equity, all restrictions imposed by this instrument. Any one or more of such persons may sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach, or to enforce the observance, of the restrictions and covenants, besides ordinary legal actions for damages.
7. FAILURE TO ENFORCE ANY SUCH RESTRICTION OR COVENANT DURING ITS VIOLATION WILL IN NO EVENT BE DEEMED TO BE A WAIVER OF A RIGHT TO DO SO THEREAFTER. NEITHER THE SELLER NOR ANY SUBSEQUENT PURCHASER OR OWNER OF A PORTION OF THE PROPERTY OR PROPERTY ANNEXED SHALL HAVE ANY LIABILITY OF RESPONSIBILITY AT LAW OR IN EQUITY ON ACCOUNT OF THE ENFORCEMENT OF, OR ON ACCOUNT OF THE FAILURE TO ENFORCE, THE RESTRICTIONS. ENFORCEMENT IS A RIGHT BUT NOT AN OBLIGATION.
8. ANY ATTEMPT TO VIOLATE THIS DECLARATION OR ANY VIOLATION OF THIS DECLARATION MAY SUBJECT THE OWNER OR OCCUPANT TO PROSECUTION AT LAW, INCLUDING MONETARY DAMAGES, OR IN EQUITY, INCLUDING INJUNCTIVE RELIEF, BY DECLARANT AND ITS SUCCESSOR OR

ASSIGNS, ANY OWNER, OR ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE PROPERTY.

**B. Home Types, Building Lines and Requirements**

1. Allowed Home Types – Site built homes are allowed. Modular, manufactured and/or mobile homes are allowed if they are no more than 5 years old at the time of installation, and they must also be skirted within 90 days of installation/construction and must remain skirted while the home is installed on the property.
  - a. No more than two primary residences can be constructed on a tract. All buildings must be maintained in good appearance at all times.
  - b. 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. A temporary residence is allowed during the period of construction of a permanent residence so long as it is for a period not longer than 13 months, or the completion of the permanent residence, whichever occurs first.
  - c. New construction “barndominiums” are allowed.
2. Building Lines. The building lines of the Property shall be:
  - a. General – All structures shall be constructed at least 10 feet from any boundary line of any Tract containing some or all the Property.
  - b. Not affected by Subdivision – These requirements apply to any Tracts created by the division or combination of any lands containing any portion of the Property.
  - c. Fencing Exception - For this paragraph, fences and fence walls are excluded from the Building Lines requirements within this paragraph.
3. Other Requirements:
  - a. Utility Easement – The Declarant reserves a utility easement 30 feet wide along the boundary line adjacent to Rusk County Road 3121 of any Tract of the Property.
  - b. Bridges and Culverts - Bridges or culverts installed on or over the Property shall be subject to the minimum clearances required by the County or municipality where the Property is located.
  - c. Structures, Appliances and Inoperable Vehicles - Any storage container, building, other structure, appliance or inoperable vehicle on the Property must be positioned out of view from any public roadway or adjacent Tract and must not be a visual nuisance.

**C. Use and Activities**

1. Permitted Use. The Property may be used for any lawful use or purpose, subject to section C (2), below.
2. Prohibited use and activities include:
  - a. Any activity in violation of these restrictions;
  - b. Any activity prohibited by Applicable Law;
  - c. Other Prohibited Uses:

- i. Smelting of iron, tin, zinc or other ores, refining of petroleum or its products;
  - ii. industrial use, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities;
  - iii. resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business;
  - iv. a tavern, bar, or nightclub, or any other similar establishment;
  - v. an adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business;
  - vi. any sexually oriented business, as the term is generally construed;
  - vii. commercial skeet, trap, pistol or rifle range;
  - viii. Mobile park and/or RV park;
  - ix. any storage of items that constitute a threat to the safety of persons or property, including toxic or volatile chemicals
3. Livestock and Poultry: Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any Tract under these conditions:
  - a. All horses, cattle or other livestock or animals shall be kept enclosed on the Tract by suitable fencing and shall be limited to no more than a combined one (1) horse, cow or other livestock per acre. Feed lots are NOT permitted.
  - b. No swine may be bred, kept or maintained on any Tract containing some or all of the Property, except one (1) per acre, owned for personal consumption or show competition.
  - c. No chickens, turkeys or other poultry may be kept or raised in this project, except twenty-five (25) per acre owned for personal consumption or show competition but shall be limited to one hundred (100) in the aggregate at any one time.
  - d. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring Tracts.
4. Garbage and Refuse Disposal: Each Tract including any improvements on the Tract shall be maintained:
  - a. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each Owner shall be responsible for disposing of all trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority.
  - b. Sewage Disposal. All dwellings placed on the Property must be equipped with septic or other sewage disposal system meeting all applicable laws prior to occupancy, and all such dwellings must be served with water and electricity. All systems must be maintained at all times so as to not cause an environmental hazard or smell. This provision does not apply to "porta-can" temporary toilets so long as such toilets do not remain on the property longer than sixty (60) days after any construction project is completed.
  - c. No outside, open or pit type toilets will be permitted on the Property.

5. Vehicles: No Tract shall be used as a storage or salvage yard. Parking and/or storage of large vehicles, such as tractor/trailers and 18-wheelers is prohibited.
6. Nuisances: No noxious or offensive activity shall be carried out upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property.
7. Billboards: No billboards shall be erected on the Property. However, Owners may place signs for the sale, lease or rental of the Property or for business conducted on the Property.
8. Damaged Structures. Any Structure that is damaged to the extent that repairs are not practicable or cannot be completed within two-hundred seventy (270) days must be demolished and removed within two-hundred seventy (270) days and the Tract restored to a clean and orderly condition.

**D. Further Subdivision**

1. No Tract may be further subdivided so it creates a Tract that is less than three (3) acres.
2. No Tract may be further subdivided unless there are no liens on the Tract.
3. A further subdivided tract is allowed one primary residence per tract.

**E. Subordination or Invalidation**

1. No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the Property or any parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.
2. Invalidation of any one or more of the Restrictions by judgment of any court shall in no way affect any of the other Restrictions and provisions herein contained, which shall remain in full force and effect.

**F. Binding Effect**

1. The restrictions in this instrument will run with the land and will bind all persons having any right, title, or interest in or to the Property or any part of such Property, and their heirs, successors, and assigns.
2. The restrictions in this instrument may be revoked or modified only by agreement of all persons having a collective 100% right, title, or interest in the Property.
3. The restrictions in this instrument shall not apply to any Tract owned by the Declarant.