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Grantor of the deed imposes the following covenants, conditions and restrictions ("Restrictive Covenants") on the Property. Grantee accepts such Restrictive Covenants and agrees that the Property is subject to the Restrictive Covenants. The Covenants run with the land and bind all owners, occupants and any other person holding an interest in all or any portion of the Property.

A. The Property shall be used for residential and/or agricultural purposes only. No commercial feed lot operation or any other commercial activity, whether for profit or not, shall be conducted or maintained on any parcel or tract of the Property, except a business activity may be conducted within a residence so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (ii) the business activity conforms to all applicable zoning ordinances; and (iii) the business activity does not involve persons coming onto the Property or the door-to-door solicitations of other residents of the Property.

B. The Property may be divided into tracts no smaller than five (5) acres each with adequate access. Each such subdivided tract of the Property is subject to these Restrictive Covenants such that a reference to the Property will be referring to each subdivided tract as the context is appropriate. For instance, a reference to allowing a detached building on the Property as referenced below will be deemed to be referring to allowing a detached building on the Property and one such detached building on each subdivided tract.

C. No building shall be erected, altered, placed or permitted to remain on the Property or any subdivided tract other than one detached building designed for and used as a dwelling by a single family, a private garage, either attached or detached to the detached building, a guest house for friends and relatives and not for rental purposes, living quarters for domestic employees working on the premises, barns for storage of hay and feed, stables, and storage sheds for farm equipment and tools.

D. All buildings, structures and storage facilities shall be of new construction, built in place in the conventional manner, and no buildings, new or used, shall be moved onto the Property other than a storage shed that conforms to the design of the permanent single-family dwelling. No building shall be constructed on any parcel or tract of the Property that contains less than 90 percent new material, and any residence constructed must be of at least 50% masonry construction and contain not less than 1,600 square feet of living are, excluding porches, terraces and attached garages. A guesthouse and/or living quarters for domestic employees working on the premises, as referred to in numbered Paragraph 3, shall not be subject to the minimum square footage requirements.

E. Modular homes, Mobile homes, HUD Code manufactured homes and prefabricated homes are prohibited on any parcel or tract of the Property. No structure of a temporary character, motor home, travel trailer, mobile home, prefabricated house, shack, basement, garage, storage shed, barn or stables shall ever be used as a dwelling by a single family, either temporarily or permanently. No guesthouse and/or domestic employee living quarters in the case of the absence of a detached building designed for and used as a dwelling by a single family shall ever be used as a dwelling by a single family either temporarily or permanently. Single family in these Restrictive Covenants means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in the detached building designed for and used as a dwelling. Notwithstanding the previously stated, one travel trailer not to exceed 36 feet in length will be allowed for recreational use for a period of two years on the Property from the date of the deed to which these Restrictive Covenants are

attached. If no detached building designed for and used as a dwelling for a single family is built within two years from the date of the deed to which these Restrictive Covenants are attached, the owner of the Property agrees to remove any such travel trailer and thereafter comply with all of the restrictive covenants previously stated in this item (5). It is not intended by the allowance of this temporary use to waive any Restrictive Covenant in this document, such two year period merely being allowed as a temporary accommodation for the Grantee in the deed to construct such detached building designed for and used as a dwelling by a single family and to temporarily live in such travel trailer while such building is being constructed. The placement of a travel trailer will not be allowed on any subdivided tract even if such subdivided tract occurs within two (2) years from the date of the deed to which these Restrictive Covenants are attached.

F. No building or structure, other than fences, privacy walls or entrance gates, shall be located on the Property or any subdivided tract nearer than 50 feet to Airport Trail, nor nearer than 25 feet to any side boundary line of the Property or any subdivided tract. All buildings, structures and storage facilities shall be at least 50 feet from any road or street abutting such Property and any subdivided tract.

G. All septic systems shall meet the requirements of the State of Texas Health Department and comply with the regulation and specifications of the Bell County Health Department.

H. These Restrictive Covenants apply to any future remodeling of buildings and to rebuilding, in case of destruction by fire or by the elements.

I. No part of the Property may ever be used or maintained as a dumping ground or for storage, temporary or otherwise, of junked, disabled automobiles, trucks or other vehicles, machinery, equipment, used lumber or other used material, giving an unsightly appearance and all of the Property must at all times be maintained by the owner. Pit bulls, Rottweilers and other dangerous pets cannot be kept on the Property, or any part thereof.

J. No alcoholic beverages shall be sold on the Property, or any part thereof.

K. No noxious or offensive activity shall be carried on upon the Property, or any part thereof.

L. No birds, fowl or poultry shall be raised for commercial purposes or for commercial egg production. Except for domesticated family pets, no animals of any kind, whether considered livestock, domestic or sport, shall ever be raised, bred or kept or permitted to be raised, bred or kept upon the Property, or any part thereof, as a commercial venture. The number of cattle or equine shall not exceed one per acre; sheep and goats shall not exceed two per acre. Hogs or pigs shall be prohibited on the Property, or any part thereof, except for "4-H" or FFA or similar youth projects and then only during the term of such period.

M. Each of the Restrictive Covenants shall be covenants running with the title of the Property, every part thereof, and every re-subdivision thereof, until twenty-five (25) years from the date of the filing and recording of these restrictive covenants in the Real Property Records of Bell County, Texas, and shall be binding on the Property owners, their purchasers, successors, heirs, executors, administrators and assigns. The Restrictive Covenants cannot be amended without the consent of all owners of the Property and the consent of Dorothy Elizabeth Lecroy, or her heirs, successors or assigns, and John Earl Fielding, or his heirs, successors and assigns.

N. Invalidation of anyone or more of the restrictions, covenants, limitations and conditions by judgment or court order shall in no manner affect any of the other provisions hereof, but they shall remain and continue in full force and effect.

O. Each of the restrictions, covenants, limitations and conditions set forth above shall be covenants enforceable by proceedings at law, or in equity, against any person or persons violating or attempting to violate any of the covenants, either to restrain the violation or to recover damages. If any owner of any parcel or tract, their purchasers, successors, heirs, executors, administrators and assigns, shall violate, or attempt to violate any of these covenants, it shall then be lawful for any other person or persons owning any other parcel or tract of the Property, or Dorothy Elizabeth Lecroy, or her heirs, successors or assigns or John Earl Fielding, or his heirs, successors or assigns to prosecute any proceedings at law, or in equity, against the person or persons violating, or attempting to violate, any such covenant, either to prevent him/her or them from doing so, or to recover damages for such violation. It is understood Dorothy Elizabeth Lecroy and John Earl Fielding currently own other property in the area or vicinity of the Property and thus have an interest in assuring these Restrictive Covenants are maintained and enforceable.

P. Should it become necessary for any owner of a parcel or tract of the Property retain the service of an attorney for the specific enforcement of any of the covenants, the person in violation of any of the covenants agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.