

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS  
COUNTY OF LEE

KNOW ALL MEN BY THESE PRESENTS THAT:

Whereas, George Douglas Winters and Judith Ann Winters, hereinafter individually and jointly referred to as "Declarant", are the owners of all the certain real property situated in Lee County, Texas, described as follows:

Being 73 acres out of the 995 acre Silas Woods A-340 survey in Lee County Texas (Tract 013).

See attached Exhibit "A"

WHEREAS, Declarant plans to convey the above described property in various lots and parcels to be subject to certain protective covenants, conditions, and restrictions as hereinafter set forth.

NOW, THEREFORE, it is hereby DECLARED that all of the property described above shall be held, sold and conveyed subject to the following restrictions, conditions and covenants which are imposed upon said land and which shall run with the subject real property for the purpose of preserving and promoting the primary use of such acreage for family residential purposes, and which shall be binding on all parties who have or who hereafter acquire any right, title or interest in or to the above described property or any part thereof, and on their heirs, successors and assigns, and which said covenants, restrictions and conditions shall inure to the benefit of each owner thereof.

### 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.

1.03 "Declarant" shall refer to George Douglas Winters, Judith Ann Winters and the heirs and assigns of each of said individuals.

### ARTICLE TWO Use Restrictions

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

2.02 The restrictions applicable to buildings and improvements as set out below shall not apply in any way to any structure which is presently located on the Property as of the date of this document.

2.03 No restrictions set out herein shall prohibit the Owner of one or more parcels of the Property from using such Owner's primary residence and related buildings as offices for a small family business enterprise. Neither shall the restrictions set out below 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.

2.04 No manufactured/mobile homes or modular homes shall be located on the property on either a temporary or a permanent basis. Site built homes with a minimum of 1500 square feet will be required. Construction should be completed within a twelve (12) months period. Travel trailers, motor homes, boats and agricultural equipment may be kept on the Property provided that such belongings are regularly stored in barns/ garages situated on the premises.

2.05 No junk yards, repair yards or wrecking yards shall be located on the Property. Any vehicle in the 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".

2.06 All septic systems will be under the authority of the Texas Health and Safety Code, Chapter 366. The Natural Conservation Commission has adopted "Construction Standards for Sewage Facilities." Electricity is provided by Bluebonnet Electric Cooperative, Inc. The use of solar power or wind power is permitted. Water service is provided by Lee County Water Supply Corporation.

2.07 No owner of any tract may alter the natural drainage of said tract to materially increase the drainage of storm water onto adjacent tracts.

2.08 No storage of furniture, fixtures, appliances, machinery and equipment, wood piles, lumber or other goods and chattels, not in active use, which is visible from outside the property is allowed. Storage of any material that could pollute surrounding areas, including but not limited to, batteries, oil pans and tires is not permitted.

2.09 No noxious, offensive or illegal activity may occur on the individual properties, nor may anything be done which may be or become a nuisance to others.

2.10 No garbage or trash may be placed or kept on the individual properties, except in covered containers. All rubbish, trash or garbage must be removed from the properties at least once a week and may not be allowed to accumulate.

2.11 No vehicle ( including, but not limited to, automobiles, trucks, boats, trailers, motorcycles, campers, vans, recreational vehicles, and golf carts) may be left upon any portion of the individual properties except in a garage, or on a driveway or parking pad. The foregoing does not apply to farm equipment.

2.12 Raising, breeding or keeping of swine or poultry for commercial use on any part of any tract is prohibited. All livestock must be contained in a fenced area and not allowed to run free. 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. ( This exception shall not apply to any other hogs or pigs being raised for regular 4-H, FFA or vocational projects for commercial purposes.)

2.13 None of the original parts or parcels of land as depicted on the attached Exhibit "A" shall be partitioned and subdivided into parcels which contain less than 10 acres apiece and not more than one single-family dwelling may be erected or constructed

on any such 10 acre parcel. Nothing in this provision shall prevent more than one individual or entity from jointly owning a minimally sized parcel.

### 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 waive 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 provisions 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 first recorded in the Real Property Records of Lee County, Texas, after which time 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". No such amendment or renewal shall be effective, however, until it is recorded in the Real Property Records of Lee County, Texas and, if the Property is then subject to any further governmental regulations, until approval of such body or agency has been obtained.

EXECUTED by the Declarants, this the \_\_\_\_\_ day of \_\_\_\_\_

State of Texas  
County of Lee

Before me, the undersigned authority, on this day personally appeared George Douglas Winters and Judith Ann Winters, known to me to be persons whose name is subscribed to this Declaration of Covenants, Conditions and Restrictions, and they acknowledged to me that they executed this document for the purposes therein expressed.

\_\_\_\_\_  
George Douglas Winters

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Judith Ann Winters