

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(STATE OF TEXAS

COUNTY OF JOHNSON) In addition to prior existing Restrictions Recorded on June 19, 2019

WHEREAS, Jack Morgan Wood, hereinafter styled as Developer is the owner of all that certain real property located in Johnson County, Texas, described as follows:

ABST 554 TR 1 L MENESEE 89.016 ACRES Tracts 1-5

THEREFORE all properties shall be held, sold and conveyed only subject to the following restrictions which shall constitute covenants, conditions and restrictions, running with the land and shall be binding on all parties having any right, title and interest in any tract or portion thereof, their heirs, successors and assigns, in addition to prior Covenants Conditions and Restrictions recorded in Johnson County on June 19 2019 by Jack Morgan Wood, and shall inure to the benefit of each owner thereof:

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Residence And Building Exteriors. No residential dwelling shall contain less than 1,500 square feet of finished space with a minimum of 1,000 square feet on the ground floor. "Square footage or finished space" is also known as air conditioned space, which excludes garages, porches, patios and open carports. Such square footage is that amount of area contained in the dwelling space only and shall be of conventional site built construction. No more than one residence may be built on any lot smaller than 5 acres in the Addition.
2. Each home must have a minimum 70% masonry exterior. HardieBoard™ and like products such as cementitious based stucco, brick, stone or cementitious earth based simulated stone shall qualify as masonry. A two-car garage or larger can be attached or detached from the residence. No garage attached to the residential dwelling shall have garage doors facing the street of which they gain access to and from. No mobile home, manufactured home or "off-site built" dwelling shall be allowed on any lot in the Addition. Residences commonly referred to as Bardominiums will be permitted with a residential front door, side entry garage, brick or stone wainscoting of 30" height and earth tone light colored exterior finish such as beige or tan.
2. Appropriate Uses: The property shall be used for residential, recreational, and agricultural purposes. No commercial or multi-family activity of any kind shall be permitted on the property.
3. Maintenance & Construction Quality. The owner or occupant of each lot shall cultivate an attractive property including all residences, buildings, improvements, and ground cover or grass on all yards visible from the street and shall at all times keep the lot in a sanitary, healthful, attractive, and safe condition. There shall be no accumulation of any trash, garbage or rubbish of any kind. In the case of a declared natural disaster, act of God or fire loss, the property owner shall be allowed 180 days to clear the property of debris and unsightly structures so as not to affect the safety and attractiveness of the development. The construction, exterior and overall condition of all structures and fencing shall not be allowed to deteriorate so as to be unsightly. The Developer at his sole discretion shall decide if action is necessary, until all lots are sold at which time all the owners in the Addition shall decide with majority vote.
4. Recreational Vehicles. A recreational vehicle (RV), not used as a dwelling may be stored on the property, but parked beside or behind a residence or building. An exception will be made for RV dwellings in case of documented natural disaster, act of God or fire casualty loss limited to 270 days.
5. Construction Period. All construction including dwellings, barns and outbuildings must be completed within 270 calendar days from the date of the commencement of construction of a structure. Documented numbers of rain event days will be added to the 270 day construction period and shall not

be counted as within the 270 day limitation. A barn or garage of over 1000 Sq Ft may be used as a temporary dwelling during the 270 day limited construction period.

6. Livestock and poultry. Livestock and poultry shall be permitted as specified: 1 large animal per acre, no more than 4 small grazing animals per acre and poultry for personal use only. The term livestock shall mean horses, mules, donkeys, cows, and llamas. Small animals shall be considered as goats, sheep and other miniature grazing animals. No fowl/poultry production, no pea fowl or guinea fowl, swine or ratites (emu and ostrich) will be allowed. No dangerous animal shall be permitted on any tract at any time.

7. Fences. Fences shall be constructed of wood, pipe, barbed wire, welded wire, field fencing & or other industry standard fencing material. Sheet Metal, Chain Link and Solid Wood or PVC Panel fences will not be allowed. Wood Privacy fences are allowed on the sides and rear of residence.

8. Set Back. The residence and any building must be set back at least 50 (fifty) feet from the road, or as required by city or county ordinances, whichever is greater.

9. Binding Effect. Each of the covenants, conditions, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon each property. This instrument, when executed, shall be filed of record in the deed records of Johnson County so that the owner is on notice of the covenants, conditions, restrictions and agreements herein contained.

10. Enforcement. The owner of any lot in the Addition shall have the foregoing covenants, conditions and restrictions herein faithfully carried out and performed with reference to each and every lot in the Addition. Each owner shall have the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Addition, without reference to when it was sold, the right and easement to have such covenants, conditions and restrictions strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition, whether owned by the undersigned, its successors and assignees, or others. Failure by any owner, including Developer, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor does any owner, including Developer, assume the responsibility for taking enforcement action, but rather such action shall be at the option of the owner or Developer.

11. Changes. After the last lot is sold, any and all changes to be made shall require a majority vote of all property owners in the Addition.

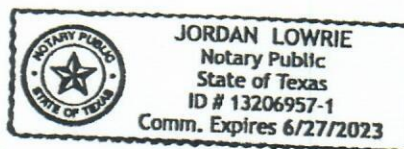
12. Severability. If any covenant, condition, or restriction herein contained shall be concluded invalid, by legal jurisdiction, such judgment shall in no way affect any other covenant, condition or restriction, each of which shall remain in full force and effect.

13. Deed Restriction Expiration. These conditions, covenants and restrictions shall expire 50 years after the Executed Date noted below.

Executed this 13th day of November, 2019 By Jack Morgan Wood Developer by:

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Given under my hand and seal of office this 13th day of November, 2019.



Jordan Lowrie