

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration is made on the date hereinafter set forth by Brian Haile, a single man, and Brandon Haile, and wife Bridgette Haile, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land located in Hamilton County, Texas, containing approximately 413.94 acres of land and being more fully described by metes and bounds as follows:

All that certain 413.94 acre tract out of the G. W. Poe Survey Abstract No. 655, in Hamilton County, Texas, being part of a 24.4 acre tract described as Tract Three, part of a 150.17 acre tract described as Tract Five, part of a 200.0 acre tract described as Tract Six, and all of a 67.0 acre tract described as Tract Seven in a deed from John L. Haile to Ramon Haile, dated April 7, 2003 and recorded in Volume 357, Page 375 of the Deed Records of Hamilton County, Texas, and described as follows:

Beginning at a 3/8" iron rod found at a fence corner at the NE corner of said 200.0 acre tract, being the SW corner of a 47.26 acre tract described as Tract One and the SE corner of a 9.0 acre tract described as Tract Two in said deed to Ramon Haile, recorded in Volume 357, Page 375 of the Deed Records of Hamilton County, Texas, being the NW corner of a 101.0 acre tract described as First Tract in a deed from Jerry V. Gordon, et ux to RKH Properties, LLC, dated June 8, 2006 and recorded in Volume 401, Page 253 of the Deed Records of Hamilton County, Texas, for a corner of this tract:

Thence S 19° 13' 16" W, generally along a fence along the East line of said 200.0 acre tract and the West line of said 101.0 acre tract and a 100.0 acre tract described as Second Tract in said deed to RKH Properties, LLC, recorded in Volume 401, Page 253 of the Deed Records of Hamilton County, Texas, 3310.92' to a capped 3/8" iron rod set at a fence corner at the SW corner of said 100.0 acre tract, being the NW corner of a 238.0 acre tract described as Tract Two in a deed from O. I. Garner, Jr., Trustee of the O. I. and Mabel Garner Trust Dated March 22, 2002 to Linda Garner Harper, dated January 7, 2011 and recorded in Volume 450, Page 36 of the Deed Records of Hamilton County, Texas, for a corner of this tract:

Thence S 19° 25'22" W, along the East line of said 200.0 acre tract and the West line of said 238.0 acre tract, at 1109.79' pass a point from which a 60D nail set in a 10" Bois d'arc tree bears: N 70° 34'38" W, 0.39', continuing along the remains of an old fence, along the East lines of said 200.0 acre and 67.0 acre tracts, at 4055.88' pass a capped 3/8" iron rod set at a fence corner in the North line of Hamilton County Road No. 210, continuing in all, 4099.58' to a point in County Road No. 210, being the SE corner of said 67.0 acre tract, for the SE corner of this tract:

Thence N 70° 01' 57" W, along the South line of said 67.0 acre tract, at 15.77' pass a capped 3/8" iron rod found stamped RPLS 5233 at the NE corner of a 114.49 acre tract described as Tract Four in a deed from O. I. Garner, Jr., Trustee of the O. I. and Mabel Garner Trust Dated March 22, 2002 to Brenda Garner Roady, dated January 7, 2011 and recorded in Volume 450, Page 39 of the Deed Records of Hamilton County, Texas, continuing along the North line of said 114.49 acre tract across and along the North line of County Road No. 210 in all, 1221.51' to a 3/8" iron rod found at the SW corner of said 67.0 acre tract, for the most Southerly SW corner of this tract, from which a 3/8" iron rod found at a fence corner in the West line of County Road No. 210 bears: N 70° 01'57" W, 45.08':

Thence along the East line of County Road No. 210, N 08° 36'05" E, 1402.36' to a 3" pipe post fence corner and N 11° 25'24" E, 949.11' to a 3" pipe post fence corner, being at an intersection of the fenced North and East lines of County Road No. 210, for an interior corner of this tract:

Thence N 64° 35' 51" W, generally along a fence along the North line of County Road No. 210, 182.00' to a 3" pipe post fence corner, being at an intersection of the fenced North and East lines of County Road No. 210, for the most Westerly SW corner of this tract:

Thence generally along a fence along the occupied West line of said 200.0 acre, 24.4 acre, and 150.17 acre tracts, along the East line of County Road No. 210, as follows: N 19° 30'57" E, 787.31' to a 3" pipe post, N 19° 09' 10" E, 2301.87' to a capped 3/8" iron rod set, N 19° 29'49" E,

1933.11' to a capped 3/8" iron rod set at a fence corner, N 19° 07'40" E, 1136.04' to a capped 3/8" iron rod set, and N 19° 29'30" E, at 2243.79' pass a 3" pipe post fence corner, continuing in all, 2288.04' to a capped 3/8" iron rod set at the NW corner of said 150.17 acre tract, for the NW corner of this tract:

Thence N 60° 42' 49" E, generally along the center of County Road No. 210, along the North line of said 150.17 acre tract, 675.19' to a capped 3/8" iron rod set in the Southerly right of way line of F. M. Highway No. 219, for a corner of this tract:

Thence along the Southerly right of way line of F. M. Highway No. 219, as follows: S 71° 38' 14" E, 34.66' to a capped 3/8" iron rod set in a fence at a cutback, N 83° 59'45" E, along said cutback, 92.32' to a capped 3/8" iron rod set, along a curve to the left having a radius of 1482.39', an arc length of 613.89', and a long chord of S 86° 14'21" E, 609.51' to a capped 3/8" iron rod set at the end of said curve, and N 81° 53' 50" E, 643.39' to a capped 3/8" iron rod set, for the NE corner of this tract:

Thence across a pasture, being 50' from and parallel to the East line of said 150.17 acre tract, S 19° 02'02" W, 1050.93' to a capped 3/8" iron rod set and S 19° 13' 16" W, 1107.65' to a capped 3/8" iron rod set, for a corner of this tract:

Thence N 72° 22' 15" W, across a pasture, 599.98' to a capped 3/8" iron rod set for an interior corner of this tract:

Thence S 19° 03'26" W, across a pasture, 2234.28' to a capped 3/8" iron rod set at a fence, for a interior corner of this tract:

Thence S 72° 11' 38" E, generally along a fence, 650.00' to the Point of Beginning and containing 413.94 acres of land, including 0.58 acres in the county road.

Being the same tract of land described in deed recorded in Volume 580, Page 680 of the Real Property Records of Hamilton County, Texas.

WHEREAS, it is the desire and purpose of Declarant to place certain restrictions, easements, covenants, conditions, charges, liens and reservations (hereinafter referred to as "Restrictions" or "Declaration") upon the Subdivision in order to ensure that such is used for residential purposes only, to prevent nuisances, to prevent the impairment of the value of the Subdivision, to maintain the desired character of the community, and to insure the preservation of such uniform plan for the benefit of the present and future Owners of the land; and

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the land the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the land, which Restrictions shall run with the land and inure to the benefit of each Tract Owner and his invitees:

RESTRICTIONS & RESERVATIONS

1. Single Family Residence. Any Tract located in the Subdivision is to be used for single family residential purposes only.
2. Minimum Square Footage. The main residence constructed on a Tract shall have at least one thousand (1,000) square feet of heated and cooled living area and must be constructed with a minimum of three and one-half feet (3.5') of rock or masonry on all portions of the building exterior which is visible from any road.
3. Barndominiums. Barndominiums are permitted, but such must be ranch style with a covered porch across the length of the front of the structure and conform with the other restrictions contained herein.
4. Timeline for Construction. Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and must be built to applicable building and windstorm/flood codes.

5. Storage of RV's. Before the main residence is constructed, travel trailers and RV's may be temporarily stored on the Tract but shall not be used as a residence. After the main residence is constructed, all boats, travel trailers and RV's must be stored in a garage or removed from the property.
6. No Mobile Homes, Manufactured Homes or Modular Homes. Mobile homes, manufactured homes or modular homes are prohibited on a Tract.
7. Junk and Debris. No junk cars, abandoned cars or scrap, trash, landscaping trimmings, or other debris may be placed on the Tract.
8. Animals. Domestic livestock and exotic animals shall be allowed on any Tract so long as such animals do not exceed one (1) animal for every two (2) fenced acres and do not become a nuisance or threat to other Owners. Pigs, hogs, and peacocks are not allowed on any, save and except, pigs being raised by school-aged children for 4H or FFA projects are permitted for the duration of the 4H or FFA project. Horses, Goats, Sheep and Cattle are specifically permitted provided they comply with the above acreage restriction. All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract. Dogs, cats or other common household pets may be kept on a Tract. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations. No commercial agriculture shall be permitted.
9. Signs. No signs for advertising, or billboards, may be placed on a Tract with the exception of one professionally made "for sale" sign.
10. Limit on Activity. No activity whether for profit or not, shall be conducted on a Tract which is not related to the occupation of the Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity and (c) no toxic substances are stored on a Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on a Tract or within the Subdivision.
11. No Further Subdividing. No Tract may be subdivided into smaller tracts. No tract shall be permitted to be smaller than 10.01 acres in size.
12. Limit on Residential Structures. No more than one (1) primary residence may be constructed on a Tract. Guest houses which are ancillary to the primary residence are acceptable.
13. Drilling & Mining. No mineral development is permitted on the property by means of any form of mining or drilling.
14. Property Subject to Restrictions. It is the intention of the Declarant to divide the above described property into Tracts of 10.01 acres or larger. All the individual Tracts are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.
15. Utility Easement. Each Tract of land sold from the Property shall be subject to a utility easement measuring thirty feet (30') in width across the front and rear of each tract and fifteen feet (15') which is reserved along the sides of each tract. The utility easement shall be used for the construction, maintenance and repair of utilities, which may include, but is not limited to, electrical systems, telephone, cable, water, gas, and any other utilities which the Declarant or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Declarant has no obligation to provide utilities and all such utilities may be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage within the Subdivision. The Declarant reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within

the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Declarant nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents, or employees to fences, shrubbery, trees and lawns or any other property of a Tract Owner located within the easements.

16. Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.
17. Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, all other improvements must be located on the Lot at least fifty feet (50') from the property line of the Tract.
18. Fencing and Gates. Fencing is not required, however, each Tract Owner shall be responsible for the proper maintenance of the perimeter fencing and entrance gate on his/her Tract. If fencing is built, it must be (1) no taller than five foot as measured from the ground at any location, and (2) constructed of traditional ranch style fencing materials including steel pipe corner posts, steel T-posts, barbed wire, and/or goat wire-mesh. Chain link fencing and wood/metal/plastic privacy style fencing are prohibited. Note: Hamilton is a "fence out" county", so if you wish to exclude your neighbors animals from your property you must fence them out.

GENERAL PROVISIONS

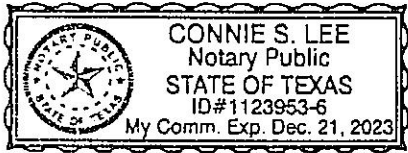
19. Term. The Provisions hereof shall run with the land and shall be binding upon all owners, their guest and invitees and all other persons claiming under them for a period of forty (40) years from the date these restrictions are recorded. These restrictions shall be automatically extended for successive periods of twenty (20) each time unless modified or cancelled by written instrument executed by all owners of any portions of the above described land recorded in the Real Property Records of Hamilton County, Texas.
20. Effect of Violation on Mortgages. No Violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgages under any such mortgage, the holder of any such lien or beneficiary of an such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.
21. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.
22. Terminology. All personal pronouns used herein, whether used masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Titles or Articles and Sections are for convenience only and neither limit nor amplify the provisions of these Restrictions.
23. Effective Date. This Declaration of Covenants and Restrictions shall be effective upon recording in the Real Property Records of Hamilton County, Texas.

A handwritten signature in black ink, appearing to be "J. L. F. Silva", written over a horizontal line.

Brian Haile

STATE OF TEXAS
COUNTY OF HAMILTON

This instrument was acknowledged before me on the 21st day of June, 2021, by Brian Haile, a single man.



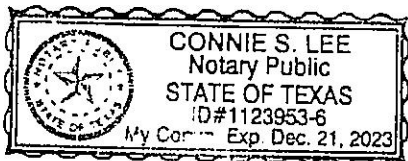
Connie S. Lee
NOTARY PUBLIC, State of Texas

[Signature]
Brandon Haile

[Signature]
Bridgette Haile

STATE OF TEXAS
COUNTY OF HAMILTON

This instrument was acknowledged before me on the 21st day of June, 2021, by Brandon Haile and wife, Bridgette Haile.



Connie S. Lee
NOTARY PUBLIC, State of Texas

After recording, please return to:
Hamilton County Abstract Company
107 S. Rice, Hamilton, TX 76531
254-386-5505

Prepared in the Law Offices of
McMullen & Henkes, Lawyers
P.O. Box 706, Hamilton, TX 76531