

Murphy's Dairy Subdivision Covenants

These covenants, conditions and restrictions shall run with the land and shall be binding upon and inure to the benefit of all parties, persons, and entities now or hereafter owning or using the lots in the subdivision or any portion thereof.

Single Family Residential, Agricultural and Recreational Use Only: All parcels shall be used for Residential, Agricultural, and Recreational purposes only. The term "residential purposes" as used herein shall exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses of said property are hereby expressly prohibited. All uses shall be in compliance with State Building Codes and if applicable, **Limestone** County Building and Zoning Department regulations and permitted uses.

Dwelling Type (if occupied): No structure of temporary character; tent, tent shack, lean-to, or other outbuildings shall be used on any parcel as a residence or permitted to be moved onto, placed, or allowed to remain on any lot. All construction must be of new material, except stone or brick, and must be completed within 6 months from the date of commencement of construction. The exterior of any building must be painted or stained. All buildings and structures shall be completely enclosed on the bottom, with no piers or pilings exposed to view. Any building permits required by the state or county must be obtained before any construction may begin. All single-family dwellings must be connected to a Texas Department of Environmental Quality-approved septic system prior to occupancy. Only one (1) single-family dwelling per lot.

No building exceeding two stories in height shall be erected on any lot. Each residence shall have a minimum floor area of 750 square feet on all lots, exclusive of porches, stoops, open or closed carports, patios or garages.

Manufactured Homes: Manufactured Homes must be of late model and professionally designed and constructed under HUD-code compliance. The HUD-code Manufactured Home shall be no more than approximately five (5) years old at the time it is placed on the property; be permanently affixed, anchored, and underskirted in accordance with the minimum requirements of the State of Texas, and must be connected to a Texas Department of Environmental Quality-approved septic system prior to occupancy.

Recreational Vehicles: There shall be no more than one (1) Recreational Vehicle permitted at any time. The Term "Recreational Vehicle" shall mean (i) new model travel trailers in good condition and appearance no larger than 8' x 35', with the exception of fifth wheel trailers which shall not exceed 8' x 40', which trailer must be manufactured according to the ANSI (American National Standards Institute) standards set by the RV Industry Association of America, must be totally self-contained and must be maintained in a sanitary condition without odor and be ready for towing at all times; (ii) motor homes, pick-up campers and other similar types of camping trailers and equipment that are mobile and remain mobile at all times and are in good condition and appearance.

Drainage: No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb or other such impediment to the free flow of water be installed or altered without review by the **Limestone** County Road and Bridge Department.

Agricultural Exemption: This property is currently appraised under 1-D Agricultural Appraisal with the **Limestone** County Appraisal District. In order to maintain the agricultural exemption and to reduce property taxes, the property is currently leased to Cattle Grazing. The owner will assume responsibility for maintaining the agricultural exemption by allowing existing cattle to continue grazing unobstructed on the property. The owner may install gates, fencing or other boundary improvements so long as cattle have an entry point for grazing. The owner is responsible for ensuring all fencing and gates are closed **AT ALL TIMES** to prevent livestock from getting out. The owner may alternatively elect to change the qualifying use of the property as long as the new qualifying use meets the eligibility requirements of the **Limestone** County Appraisal District. Eligibility requirements are subject to change. Any Rollback Taxes imposed by **Limestone** County for unauthorized change of use shall be the responsibility of the owner.

Pets and Animals: Pets creating excessive noise or posing a nuisance to the peaceful enjoyment of neighboring owners' property is not permitted. Dogs, cats, or other domestic pets are not permitted to run unattended outside the fenced confines of the lot. No swine shall be raised, bred, or kept in a commercial capacity. Under no circumstances shall a stockyard, kennel, or any other animal facility of a commercial nature be permitted. Livestock must be properly fed, maintained, and sheltered as recommended by local Farm Bureau Standards. Abandoned, Malnourished, or otherwise neglected cattle and livestock that constitute a Health and Sanitation Code Violation will subject the owner to civil and criminal penalties.

Wastewater Treatment Facilities: If occupied by a residence; a septic system must be constructed in accordance with all federal, state, and local standards. No outside privies, or toilets, shall be permitted. All toilets shall be inside the dwelling. The drainage of sewage into a road, street, alley, ditch, or any waterway, either directly or indirectly, is prohibited. In addition, such action is a violation of Chapter 26 of the Texas Water Code and of the Texas Water Quality Board Order No. 76-1216-4 dated 12-16-76 and is subject to civil and criminal penalties.

Waste Materials and Junk Vehicles: Waste materials must be kept in closed containers at all times. Clotheslines, LP Gas storage tanks, and mobile home tongues must be enclosed and hidden from view. Property must be kept free of any refuse, debris, trash, and/or garbage. Burying or dumping of garbage, junk, trash, oil, petroleum, or other liquid or solid waste or littering of any kind on any parcel is strictly prohibited. No lot may be used for the storage of material or equipment except when necessary for the construction of improvements on the lot. Refrigerators and other large appliances shall not be placed outdoors. All yard equipment or storage piles shall be kept screened so as to conceal them from the view of neighboring lots, streets, or other properties. No derelict vehicles, boats, buses, vans, or trailers may be kept on any parcel unless kept in an enclosed garage. Derelict vehicles are defined as any vehicle that either does not run and/or is not licensed and registered with the state.

Environmental Protection: The beauty of the property is in the mixture of trees and open space. Trees having a minimum trunk diameter of six inches and measuring two feet above ground level may only be cut if the following conditions are met: a) are dead or dying or; b) removal is required to clear land for building sites, access roads, fire prevention, enable installation of utilities, view corridors, or recreational open space. Commercial wood harvesting is prohibited. Excavation and selling of surface or subsurface rock are prohibited. Any natural streams or springs on this property may not be dammed or re-routed and no foreign substances may be introduced into the waters thereof.

Fire and Burn Bans: Owners must comply with any local burn bans that may be in effect and should never leave any active fire unattended to prevent a brush fire. Burning of toxic materials is strictly prohibited.

Firearms: The use or discharge of firearms is expressly prohibited. Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from any of the access roads within the property.

Road Maintenance: The individual owners are responsible for road maintenance to private access roads. Deeded easements have been recorded for all roads. No commercial vehicles are permitted to use the road. If it is necessary for a lot owner to bring in heavy equipment or material trucking, and if any road damage is incurred because of said usage, the owners of said vehicles and/or equipment will be required to repair the road back to its original condition. If owners of said vehicles and/or equipment are not the property owners, then the property owner will ultimately be financially responsible for any damage done and no other owners will be required to contribute financially. Delivery trucks are permitted to use the access roads.

Fencing Standards: No fence shall be installed inside of the easements provided for roads, drainage, and utilities. New fence installations may begin at the easement line(s) and along the boundaries of each tract. A minimum 5-strand barbed wire fence or a minimum 4-board wooden fence using 2" x 6"s material shall be maintained as the minimum standard for aesthetics. No rotting, frail, dilapidated, or crooked, leaning, or unsightly fencing shall be installed.

Additional Subdivision of Parcels: No parcel or lot may be subdivided further.

Utility/Water Installation: Any utility construction on a lot shall be the lot owner's responsibility at the lot owner's sole expense. Any well drilled on a lot will also be the owner's responsibility and sole expense. Well permits must be obtained from the county if required.

Structure/Fencing Setbacks: No structure (other than fencing and mailboxes) of any kind shall be built or permitted within fifty (50') feet of any access road or within fifty (50') feet of any property boundary.

Easements: No structures or improvements may be erected by Owners upon or placed within the road, drainage, and utility easements as shown on the Plats. Any public utility company providing or furnishing electricity, water, telephone, cable, internet or gas may be granted a perpetual right and easement to locate upon any Lot or Area within the Property, anchors and

guy wires for telephone or electric transmission poles, which may be built within the roadways and other easements and common areas as shown on the Plat, together with the right of ingress and egress thereto for the purpose of construction, repairing, maintaining, or replacing the same.

No deviation of any kind shall be permitted from these covenants unless written permission is granted from the Seller.

Enforcement of Deed Restrictions:

- A. If any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated any restriction or provision herein, it shall be lawful for the Seller an/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives, and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
- B. The Seller has the right, but not the exclusive duty, to take action to enforce any violation of these deed covenants.
- C. Neither the directors nor officers, agents, employees, associates, contractors, or sub-contractors of the Seller, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these covenants. An exercise of discretionary authority by the Seller concerning a restrictive covenant is presumed reasonable unless a court determines by a preponderance of evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.