

1. EASEMENTS.

~~Easements are hereby reserved and dedicated over and across a fifteen foot (15') strip along rear and side tract lines and a thirty foot (30') strip along the front line for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, road, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the tracts in the Subdivision. These easements shall insure to the benefit of, and may be used by, any public or private utility company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such utility companies. If two or more tracts are consolidated into a building site, these easement provisions and setback provisions in paragraph 3 shall be applied to such resultant building site if it were one original platted tract.~~

2. SEWAGE DISPOSAL.

No outside toilets shall be permitted. No means of sewage disposal may be installed, used or maintained except a septic tank, or a similar or improved means of sanitary sewage disposal, which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No residence or business placed upon a tract shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority.

3. TRASH DISPOSAL.

No tract shall be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any tract or part thereof be used as a dumping ground for rubbish, debris or junk.

4. NUISANCES.

No obnoxious, offensive, undesirable, or unlawful activity shall be conducted on any tract, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

5. UNUSED VEHICLES.

No commercial scrap yard or junkyard is allowed on subject property. Junk and/or abandoned cars will not be permitted on subject acreage. The definition of junk and/or abandoned vehicle is any vehicle that cannot move on its own power for a consecutive period of 30 days. Property owners may have a hobby car or project.

6. MOBILE HOME PARK / RV PARK.

No tract shall be developed into or operated as an RV or Mobile Home Park.

7. MULTI-FAMILY DEVELOPMENT.

~~No multi family use or development is allowed.~~

8. RESIDENCE.

No more than one (1) dwelling is allowed on the property. Additional Residences are allowed for family members only, but Seller, his heirs, successors, and/or assigns must be notified in writing if that is the Purchaser's intention.

9. USE.

Property may be used for farm and ranch, recreational, or residential uses. ~~Commercial Uses are prohibited.~~ Any subdividing must be approved by the seller. Variances may be granted by Seller, his heirs, successors, and/or assigns for low impact home-based businesses or for family run businesses. ~~No semi-trucks are permitted on the property at any time.~~ Variances must be requested and approved in writing.

10. SOIL AND TIMBER.

It is specifically agreed that tract owners shall not excavate, remove or sell the soil or gravel for commercial purposes, nor cut, sell or remove any timber other than is necessary for residential, recreational, or agricultural and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of said property.

11. LIVESTOCK AND POULTRY.

~~Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred and maintained on any tract under the following conditions:~~

- ~~a) All horses, cattle, or other livestock shall be kept enclosed on the subject property by suitable fencing of the subject property.~~
- ~~b) No poultry or fowl may be kept on the property for the purpose of gaming or fighting.~~
- ~~c) Though cattle are permitted on the subject property, feedlots are not permitted.~~
- ~~d) Each tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.~~

12. FIREARMS.

Discharge of rifles and pistols is expressly prohibited. Archery equipment may be used.

13. TRAPPING.

No person, owner, tenant, lessee, licensee, guest, or other occupant of the Property shall engage in, permit, or allow the trapping, netting, snaring, or otherwise capturing of turkeys, axis deer, or any other species of deer on the Property at any time, for any reason. This restriction applies regardless of whether the activity is for commercial purposes, personal use, relocation, sale, hunting management, or any other purpose.

14. EXCEPTIONS.

This conveyance is expressly made and accepted subject to any and all mineral and royalty reservations and leases, covenants, conditions, restrictions, easements, plats and all other conditions of record, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Medina County, Texas, to the extent and only to the extent the same are valid and subsisting, and subject to any apparent easement not recorded of record and applicable to such property.

15. ENFORCEMENT.

The foregoing restrictive covenants use limitations and conditions are imposed for the benefit of each parcel of land of the above-described property. The Medina County Commissioners Court, the Seller, its successors or assigns, or any person owning any interest in any of the herein named tracts of land, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

16. PARTIAL INVALIDITY.

If any portion of these Restrictions are declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of these Restrictions.

17. AMENDMENT AND TERM OF RESTRICTIVE COVENANTS.

These covenants and restrictions shall run with and bind the land, and shall be binding on all owners, assignees, purchasers, parties and all persons claiming under them for a period of twenty (20) years from the date hereof. Thereafter, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change such covenants and restrictions, in whole or in part, or to revoke them. The Seller hereby reserves the right to amend these restrictions when, in the opinion of the Seller, such amendment will be beneficial to the property.