

Deed Restrictions

1. The Property shall be used only for agricultural, recreational hunting and single family residential purposes. Grantee shall not construct or locate more than two (2) structures on the Property to be used for single family residential purposes.
2. Temporary facilities such as travel trailers and motor homes may be utilized during the construction period. However, in no event, shall any such temporary facility be allowed to remain on the Property longer than Two (2) years. This Two (2) year period shall be cumulative in nature. Following the completion of construction, such temporary facilities described above may be stored under cover upon the Property but they shall not be used as a residence.
3. No mobile home or manufactured home, or the like shall be placed, constructed, erected or stored on the Property.
4. No commercial feedlot type operations, commercial swine operations or commercial poultry operations shall be permitted on the Property.
5. No one may use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Property, or transport to or from the Property any Hazardous Substance or Hazardous Material (as defined by state or federal law) or allow any other person or entity to do so except in minor amounts under conditions permitted by any such applicable laws.
6. The Property shall not be subdivided in any manner.
7. The Property shall not be used for (a) hunting with a rifle or (b) shooting range, target practice, or similar activity, etc. Grantee shall be entitled to hunt with a shotgun only on the Property.
8. The Property shall not be used for (a) a commercial wind turbine facility in excess of fifteen (15') feet in height, (b) a commercial battery storage facility storing energy generated by a commercial wind turbine facility, (c) powerlines transporting energy created by a commercial wind turbine facility, (d) a commercial solar panel facility, or (e) any facilities that support, deliver, store or transport such above described commercial power generation.

9. Should any owner of the Property violate any of the covenants and restrictions set forth herein, it shall be lawful for any of the Declarants, or their heirs, successors or assigns, to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person, entity or persons or entities allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter or spirit of these restrictions and covenants. The party found to be at fault shall be liable for all legal fees, court costs, other costs and damages, including, but not limited to, reasonable attorney's fees, incurred in connection with the enforcement of these restrictions.
10. Invalidation of any one or more of these covenants or restrictions by judgment or a court of competent jurisdiction shall in no way affect the validity of the other remaining restrictions.

SELLER

BUYER

BUYER