

## USE RESTRICTIONS AND COVENANTS

Section 1: Subdivision Development. The property shall not be developed or subdivided into a development or subdivision at any time; provided, however, this prohibition against development shall not apply or prevent the sale or subdivision of the Property into tracts containing at least five (5) acres.

Section 2: Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on the Property other than one dwelling unit to be used for residential purposes. Detached garages, work shops, and barns may be constructed on the property either prior to or after the main dwelling is built, so long as they are of good construction, kept in good repair, and are not used for residential purposes. The term "dwelling" does not include single or double wide mobile homes or manufactured or mobile homes, which are expressly prohibited. All dwellings must have at least 1,800 square feet of living area, excluding porches, and be built with new construction materials. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being used for residential purposes on the Property, or the use of the Property for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and the Property shall not be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Notwithstanding the foregoing, a secondary residence in a barn on the Property is permissible provided that it is of new construction and contains at least 1,000 square feet of living area.

Section 3: Location of the Improvements. No building of any kind shall be located on the Property nearer than one hundred (100') feet to the south property line (Salterelli line).

Section 4: Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on the Property at any time as a residence.

Section 5: Prohibition of Offensive Activities. Without expanding the permitted use of the Property, no activity, whether for profit or not, shall be conducted on the Property which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done to the Property which may become a nuisance.

Section 6: Garbage and Trash Disposal. Garbage and trash or other refuse accumulated on the Property shall not be permitted to be dumped at any place upon the Property or adjoining land where a nuisance to any residence in this area is or may be created. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly.

Section 7: Junked Motor Vehicles Prohibited. The Property shall not be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on the Property. This shall not be construed to mean that personal campers, boats, tractors, farm or recreational vehicles in good and usable condition may not be kept on the Property.

Section 8: Permitted Agricultural and Livestock Uses. In addition to use for single family residential purposes as provided in Section 1 of these Use Restrictions and Covenants, the Property may be used for the following purposes:

(a) Agricultural Use. Subject to the limitations contained in this subsection (a), the Property may be used, in addition to other permitted uses, for the purpose of producing from such Property agricultural products such as vegetables, grains, hay, fruits, fibers, wood, trees, plants, shrubs, flowers and seeds in accordance with generally accepted agricultural practices, provided that such agricultural uses and activities do not constitute a nuisance (as defined and used in Section 6 hereof). Such agricultural products may be sold or marketed to the public, provided, however, that, except as hereinafter expressly approved, no such sales or marketing shall be conducted on the Property or any portion thereof. The preceding sentence shall be deemed to prohibit specifically, but without limitation, the construction or maintenance of any structure on the Property or any portion of the Property the primary purpose of which is for the public display of any such agricultural products; and the conducting on the Property or any portion thereof any form of public sale or auction of such agricultural products. However, nothing contained herein shall prohibit a third person or persons from entering upon the Property for the purposes of viewing or inspection agricultural products or unharvested or growing crops, purchasing same by private purchase and/or carrying or transporting agricultural products off such Property. In connection with agricultural uses permitted in this subsection, an Owner may, when reasonable and necessary for the particular agricultural use, and when conducted in accordance with generally accepted agricultural practices, use or hire the use of tractors and other farm equipment, farm laborers and chemical fertilizers, pesticides and herbicides; provided, however, that an Owner must comply with all applicable rules, laws and regulations as to the type and manner of application of any chemical fertilizer, pesticide or herbicide.

(b) Livestock and Animals. Animals and livestock, other than hogs or poultry may be kept, bred, and maintained on subject property under the following conditions:

- (i) All horses, cattle, or other livestock shall be kept enclosed by suitable fencing of the subject property; and,
- (ii) The premises shall not be overstocked and be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts, and any

livestock shall be kept and maintained according to generally accepted raising and breeding practices.

Section 8: Term. The provisions hereof shall run with all property and shall be binding upon all Owners of the Property and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded.

Section 9: Severability. Each of the provisions of these Use Restrictions and Covenants shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 10: Liberal Interpretation. The provisions of these Use Restrictions and Covenants shall be liberally construed as a whole to effectuate the purpose of this instrument.

Section 11: Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Grantors in this deed, the Grantees in this deed, all subsequent Owners of the Property, and their respective heirs, legal representatives, executors, administrators, successors and assigns, and upon any other property owned by Grantors adjacent to this property. Without limitation, Grantors shall have the right to assign rights under these restrictions to any subsequent owner(s) of all or any part of the property currently owned by Grantors which is located adjacent to the property herein conveyed.

Section 12: Terminology. All personal pronouns used in these Use Restrictions and Covenants and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The term "Property" shall refer to the property conveyed in the instrument to which these Use Restrictions and Covenants are attached. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear.

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

2004 MAR 17 PM 3:47

*Mark Turball*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stated herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAR 17 2004



*Mark Turball*  
County Clerk  
Montgomery County, Texas