#678B

RESTRICTIONS AND PROTECTIVE COVENANTS
REHBURG ACRES SUBDIVISION

The lands described herein are subject to the following covenants, restrictions, and conditions, which shall be covenants to run with the land, as hereinafter set out:

1. The hereinafter described property shall be used for single family dwellings, single family dwellings with guest quarters and agricultural purposes only. No multi-family dwellings or commercial business operations are allowed.

2. Prior to occupancy of a parcel, each parcel owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining parcels, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquids.

3. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.

4. No part of the hereinabove described property shall be used as a junkyard, wrecking yard, derelict car, truck or vehicle lot, or trailer park. No abandoned or junked cars, tractors or other vehicles are to be permitted on the property.

5. No structures of a temporary character, mobile home, modular home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence.

6. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any parcel, except "for sale" signs.

7. Single family residential dwellings to be constructed or moved upon the premises shall contain no less than 1,500 square feet of covered living area, exclusive of open porches, patios, garages, and other outbuildings. All buildings must be completed within 12 months from the date construction begins. Any fence built must be constructed and maintained in a good workmanlike manner. No chain link, hurricane, razor wire or game proof fence is allowed.

8. No more than one (1) head of livestock per ¾ of an acre, or cow-calf unit per acre, shall be kept and/or placed on the lands herein conveyed. No swine or poultry brood operations shall be kept or permitted on the premises, except those being used for 4-H or FFA projects.

9. No tract may be re-subdivided less than 3 acres unless written approval by 100% of the then owners of the subdivision is obtained prior to re-subdividing.

10. No structure, home, barns, sheds and storage buildings may be constructed on said premises nearer than 25 feet from the front property line or any property line adjacent to a public road or nearer than 25 feet from any side or rear property line.

11. All oil, gas and other minerals situated in, on or under the surface of the Property, including but not limited to any portion of the Property now or hereafter lying within any public street or roadway located on the Property, shall be and hereby are reserved and retained by and unto the developers of subdivision/Millennium Partnership and all third party previous owners of said minerals, their successors and assigns, and shall be and hereby are expressly excluded and excepted from any future conveyance of the Property, or any part thereof.

12. The above covenants are to run with the land and shall be binding upon all parties or persons claiming under grantees, and grantees' heirs, successors and assigns, until January 1, 2037 after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. Enforcement of the foregoing restrictions and protective covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any of the covenants and restrictions, either to restrain said violations and/or to recover damages. Said proceedings may be brought by any property owner who owns land out of the original 87.738 acre tract of which the property hereinabove described is a part. Nothing contained herein shall be so construed as to require developer (Grantor) to enforce said covenants and restrictions in behalf of the other property owners.

5-12-2017

Texas Millennium LLC Date

By: _____
Roger Chambers

_____
Don Holtkamp

_____
Stephen James

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2017 MAY 24 PM 2:12
BETH A. ROTHERMEL
WASHINGTON COUNTY CLERK