

## DEED RESTRICTIONS

The Seller hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on the Seller and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of the Seller and each Owner of any part of the Property, and their respective heirs, successors and assigns.

These restrictions shall run with and bind the herein described Property and shall be effective until December 31, 2045, and shall be enforceable by the Sellers herein, their heirs, successors and assigns.

### **Section 1. Building Restrictions**

(1) Not more than one single-family dwelling may be erected on either Tract. In addition, one (1) Mother-In-Law dwelling, one (1) Guest house, and related outbuildings, barns, stables, pens, fences and other similar improvements may be constructed or erected on either Tract.

(2) All dwellings shall be newly constructed and erected on site, except that relocation or reconstruction of a structure of historic quality and integrity shall be permitted. No dwelling shall be moved onto either Tract. No structure of a temporary character, recreational vehicle, travel trailer, bus, camper, tent, shack, garage, other outbuilding, mobile, modular, pre-manufactured and/or industrial built home/building shall be used on either Tract at any time as a dwelling (permanent or temporary) except as a temporary construction office during active construction of a building.

### **Section 2. Use Restrictions**

(1) No industrial pursuit or enterprise shall be permitted to be conducted on either Tract. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of auto painting

and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture.

(2) Except as set forth below, both Tracts constituting the Property shall be used for single-family residential purposes only. Notwithstanding the above and as exceptions thereto, a Guest house, B & B (Bed and Breakfast), or VRBO (Vacation Rental by Owner) may be operated on either Tract. For purposes of these restrictions, the term "B & B" shall mean a lodging service within rooms of the principal dwelling or in a separately constructed Guest house.

(3) Neither Tract shall be used for any commercial purpose, except permanent agricultural crops including, but not limited to, vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures). The processing of agricultural goods into commercial products (for example, bales of hay or a winery) is permitted.

(4) There shall be no commercial feeding operation of animals or fowl on either Tract. There shall be no commercial breeding of animals or fowl except horses on either Tract. Animals used for grazing either Tract while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

(5) No pigs, hogs, swine or fowl shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project. Pets, poultry and other livestock, including, but not limited to, horses, sheep and goats, shall be permitted provided said animals are kept within the boundaries of said Tract at all times, and they are not offensive to adjacent landowners by smell, sound, or otherwise.

(6) Seller and Seller's Lessee shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has enclosed the Owner's Tract by fence; and each Owner and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agree to indemnify and hold harmless Seller and Seller's Lessee from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to any injuries to any persons or any damages to any properties that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection with, the exercise by Seller and Seller's Lessee of the right to graze livestock on an Owner's Tract and/or the presence of livestock on an Owner's Tract.

(7) The Owner of either Tract shall maintain any fence on the Tract's boundary perimeter in a manner which will restrain livestock. All perimeter fences erected on either Tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance.

(8) No Tract shall be further divided or re-subdivided without express written approval of Seller.

(9) No Hunting Blinds/Stands/Feeders shall be placed within 150 feet from any boundary of either Tract. Commercial hunting is not allowed.

(10) Neither Tract shall be used as a dumping ground for rubbish. Owners are to keep said property clean and neat in appearance and free of litter at all times. Disposal of any kind that would adversely affect the natural beauty and value of any adjacent property shall not be allowed. Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on either Tract. Garbage or refuse shall not be buried on any Tract.

(11) No wind turbine, cellular tower or other type of commercial tower shall be erected or placed upon a Tract.

(12) No shooting range shall be set up on either Tract.

(13) Noxious or offensive activity shall not be permitted on either Tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the owners of adjacent properties. (Example - frequent discharge of firearms).

(14) Mining (including, but not limited to stone, gravel, sand, or caliche), or exploration of any type which will damage the surface is prohibited. Road material, including gravel or caliche, used to construct roads on the property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition.