RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF FAYETTE

KNOW ALL PERSONS BY THESE PRESENTS that Robert Ruckert, Trustee, Timothy L. Larson, Trustee, Thomas R. Rohde and Bonnie L. Rohde, owners of that certain tract of land containing 167.538 acres of land, a part of the S. P. Brown League, A-22, in Fayette County, Texas, further described by metes and bounds on Exhibit "A" which is attached hereto, and being a part of the same land described in a Special Warranty Deed from Houston Ballet Foundation to Robert Ruckert, Trustee and Timothy L. Larson, Trustee dated May 26, 1999, and recorded in Volume 1063, Page 824, Official Records, Fayette County, Texas, have caused, or in the future will cause, the same to be surveyed into certain tracts or parcels of land. For the purpose of establishing and maintaining a general plan uniform over the entire 167.538 acres described in Exhibit "A" attached hereto for the protection and benefit of all owners of any tracts of land in said 167.538 acres, do fix and establish the following restrictive covenant and provisions upon the use and occupancy of any such tracts of land:

1. All tracts shall be exclusively for residential purposes, and no retail sale purposes.

2. No mobile home shall be permitted on any tracts.

3. No tract may be subdivided into less than 10 acre tracts from the 162.537 acre tract which is tract #1 of Exhibit "A", and the 5.001 acre tract, being tract #2 of Exhibit "A", may not be subdivided at all.

4. The houses, or any other improvements to said tracts, are to be completed within one year from the start of construction. 1,500 sq. ft. (living area) minimum for home

5. Each tract shall be kept neat in appearance. No dumping, garbage, or other refuse shall be permitted thereon, and no storage of vehicles is permitted. No trash or other type of waste will be permitted to be placed in the creek within this land. Abandoned vehicles, or inoperative vehicles, must not remain on any tract for a period of more than ten (10) days. No campers or recreational vehicles including motor homes will be permitted on the tracts unless they are enclosed in an approved building or not visible from the access road.

6. There shall not be, or cause to be, any burning or igniting, causing flame of any rubbish, grass or brush, without the express consent of the local volunteer fire department.

7. Poultry for family use may be kept on each tract, but there shall be no commercial raising of poultry on any tract; horses and cattle may be kept on any tract, but the tract on which such animals are kept must be securely fenced so that the animals are restricted to their owner's tract; no more than one (1) horse or one (1) head of cattle may be kept on each full acre of land. No swine may be kept on any tract.

13
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8. No residential structure shall be erected on any tract nearer than fifty feet (50') from any street/road, or closer than fifty feet (50') from any property line.

9. No signs or advertising device may be displayed on any tract, except in the event of sale. There may be one (1) for-sale sign per tract, said sign being no more than six (6) square feet in size.

10. No camper or recreational vehicle may be kept on the property for longer than 14 consecutive days out of a 30-day period prior to permanent dwelling being constructed on the property. After completion of the main dwelling, a camper or recreational vehicle may be stored on the property as long as the vehicle is enclosed in an approved building or not visible from any public road.

11. All easements that are shown on the recorded plat for the purposes of installation and maintenance of utilities, and all such easements hereafter granted for such purposes, shall be observed by each tract owner and shall not be in any manner obstructed so as to hinder or defeat any such easement. All owners of property shall grant any easements, which may be shown to be necessary to serve any tract therein with utility services.

12. No vehicle of any size, which normally transports inflammatory explosive cargo, may be kept on any tract at any time.

13. No inoperable vehicles or machinery, or vehicles or machinery on blocks, shall be left on any tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming, or ranching usage. All materials and machinery must be kept in an enclosed workshop, storage building, barn, or garage.

14. No junkyard, pipe yard, wrecking yard or other similar business activity shall be allowed on any of the property.

15. No tract shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and in a sanitary condition. No waste materials, pesticides, or other such similar chemicals shall be used on any tract in a manner, which might contaminate drainage areas leading to creeks, stock-tanks, or lakes.

16. If any one or more of the terms or provisions of these restrictions, covenant and easements shall be held invalid or for any reason is non-enforceable, none of the others shall be effected or impaired thereby, but shall remain in full force in effect.

$100/yr. road maintenance fee.

17. These restrictions shall be effective until twenty-five (25) years from the date of recording in Fayette County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that the owners of a majority of tracts may release all of the tracts hereby restricted from any one or more of said restrictions, or may release any tract from any restriction imposed hereby or created by any deed from the owners, or the owners' assigns, on either twenty five (25) years from the date of recording or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Fayette County, Texas, at any time prior to the twenty-five (25) years from the date of recording or at any time prior to ten (10) years preceding the expiration of any successive ten (10) year period thereafter; provided, however, that the owners of a two-third (2/3) majority of tracts may release any tract from any restriction or restrictions at any time.

18. Enforcement of the restrictions and provisions herein provided shall be by proceedings in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain or abate any violations or to recover damages by any owner or owners of tracts. In the event a suit is brought by a tract owner, or a group of tract owners, against a tract owner, or a group of tract owners, for violations of any restriction, then, if the plaintiff prevails, the violating tract owner or tract owners will be additionally liable for costs of court, as well as reasonable attorney's fees determined by the court.

19. Persons having any right, title, or interest in any tract, or parcel of land in this subdivision, shall have the right to prevent the violation of any said restrictions by injunction or other lawful procedure, and recover any damages resulting from such violations.

20. Violations of any restrictions, or conditions, or breach of any covenant herein contained shall give other landowners that purchased a part of the aforementioned 167.538 acre tract, or their agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the owner, and other landowners, or their agent shall not thereby be guilty of any matter of trespass for such entry, abatement or removal.

WITNESS OUR HANDS this 9th day of August 1999

Thomas R. Rohde

Robert Ruckert, Trustee

Bonnie L. Rohde

Timothy L. Larson, Trustee