

RESTRICTIVE COVENANTS
TRACT B, SUHLER'S SUBDIVISION, BASTROP COUNTY, TEXAS

1. The Property shall be used for single-family residential and/or limited agricultural purposes only. No commercial feed lot operation or any other commercial activity, whether for profit or not, shall be conducted or maintained on any parcel or tract of the Property except that a business activity may be conducted within a residence so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (ii) the business activity conforms to all applicable zoning ordinances; and (iii) the business activity does not involve persons coming onto the Property.
2. The Property shall not be divided into smaller parcels or tracts of land having an area of less than two (2) acres.
3. No building shall be erected, altered, placed or permitted to remain on any parcel or tract of the Property other than a maximum of two single-family detached dwellings ("residence"), a private garage, either attached or detached to the single-family dwelling, barns for storage of hay and feed, stables and storage sheds for farm equipment and tools. Any residence constructed must contain at least 1,000 square feet of living area, excluding porches, terraces and attached garages and must be of new construction and built in place in the conventional manner on the Property. Prefabricated storage sheds or barns may be used on the Property but must be kept in good condition and remain aesthetically pleasing.
4. No more than two single-family residences may be constructed on the Property and a maximum of three other buildings may be constructed on the Property. None of the three other buildings may be used as a dwelling either temporarily or permanently. Any fences, privacy walls or entrance gates built on the Property shall be of new construction material
5. Modular homes, HUD Code manufactured homes, and prefabricated homes are prohibited on any parcel or tract of the Property. No structure of a temporary character, motor home, travel trailer, mobile home, prefabricated house, shack, basement, garage, storage shed, barn or stables shall ever be used as a single-family dwelling for a period longer than 2 weeks.
6. All septic systems shall meet the requirements of the State of Texas Health Department and the Texas Commission on Environmental Quality and comply with the regulations and specifications of Bastrop County.
7. No building or structure shall be located nearer to the front, side or rear property lines than 40 feet. If the minimum building setback lines established by any governing body with jurisdiction over the Property are greater than the setback established herein, the minimum building setback lines of such governing body shall control.
8. These restrictive covenants and conditions shall apply to any future remodeling of buildings and to rebuilding, in case of destruction by fire or by the elements.
9. The Property shall never be used or maintained as a dumping ground or for storage, temporary or otherwise, of junked, disabled automobiles, trucks or other vehicles, machinery, equipment, used lumber or other used material, giving an unsightly appearance, and any and all parcels or tracts of the Property

shall at all times be maintained by the owner thereof in a reasonably neat and clean condition.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted

11. No loud, noxious or offensive activity shall be carried on upon any parcel or tract of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No birds, fowl or poultry shall be raised for commercial purposes or for commercial egg production. Peacocks, hogs, pigs or swine are prohibited. The number of cattle and horses on the Property shall not exceed one per acre. Goats and sheep shall be limited to five per acre. No more than 12 fowl may be kept on the Property, regardless of acreage. No animal of any kind, whether considered livestock, domestic or sport, shall ever be raised, bred, or kept or permitted to be raised, bred or kept upon any parcel or tract of the Property in such numbers that would exceed an aggregate total of five per acre of such parcel or tract. Fences and cages must be maintained in such a way that any animal kept on the Property remains contained within the boundaries of such Property.

13. Each of these restrictions, conditions and limitations shall be covenants running with the title of the Property, every part thereof, and every re-subdivision thereof, for twenty five (25) years from the date of the filing and recording of these Restrictive Covenants in the Real Property Records of Bastrop County, Texas, and shall be binding on the Property owners, their purchasers, successors, heirs, executors, administrators and assigns. These Restrictive Covenants cannot be amended without the consent of (i) the owner of the Property and Thomas Suhler, or his heirs if Thomas Suhler is deceased; or (ii) the owner of the Property and the owners of all property in the area that had similar restrictions placed on their property when they purchased property from Thomas Suhler. The purpose of these Restrictive Covenants and the similar restrictions placed on other property in the area is to create a general scheme of restrictions in the area but such restrictions are not necessarily exactly identical due to acreage amounts varying and specifics of certain property. These Restrictive Covenants will continue to renew automatically for successive periods of ten years each for perpetuity at the expiration of the 25 years, unless modified as provided for herein.

14. Invalidation of any one or more of the restrictions, covenants, limitations and conditions by judgment or court order shall in no manner affect any of the other provisions hereof, but they shall remain and continue in full force and effect.

15. Each of the restrictions, covenants, limitations and conditions set forth above shall be covenants enforceable by proceedings at law, or in equity, against any person or persons violating or attempting to violate any of the covenants, either to restrain the violation or to recover damages. If any owner of any parcel or tract, their purchasers, successors, heirs, executors, administrators and assigns, shall violate, or attempt to violate, any of these covenants, it shall then be lawful for any other person or persons owning any parcel or tract of the Property or Thomas Suhler or any owner of any property in the area that had similar restrictions placed on their property when they purchased property from Thomas Suhler, as may be applicable, to prosecute any proceedings at law, or in equity, against the person or persons violating, or attempting to violate any such covenant, either to prevent him/her or them from doing so, or to recover damages for such violation.

16. Should it become necessary for any owner of a parcel or tract of the Property to retain the services of any attorney for the specific enforcement of any of the covenants, the person in violation of any of the covenants agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.