

**THE PURCHASER AGREES TO THE FOLLOWING RESTRICTIONS WHICH WILL BE IN THE SPECIAL WARRANTY DEED:**

**RESTRICTIVE COVENANTS**

Be it known that SOUTHWEST TEXAS LAND HOLDINGS, LLC., a Texas limited liability company, whose Managers are Mark M. Connally, Jr. of Bexar County, Texas, and Carlos J. Klutts of Travis County, Texas, referred to herein as "Developer", the owners of the hereinafter described property, for the purpose of instituting and carrying out a uniform plan for the development and sale of the surface rights of the fourteen (14) tracts out of that certain 85.99 acre tract of land, called 86.11 acres, lying in the J. Scherer Survey No 39, Abstract No. 864, and the A. Trevino Survey No. 41, Abstract No. 958 described in instrument recorded as Clerk's File No. 20190011395 of the Official Public Records of Medina County, Texas, and further being a conglomeration of a 26.00 acre tract of land, a 20.029 acre tract of land, a 19.569 acre tract of land, all described in instrument recorded in Book 214, Page 776 in the Deed Records of Medina County, Texas, and a 20.515 acre tract of land described in instrument recorded as Clerk's File No. 2018005537 of the Official Public Records of Medina County, Texas, and also being the same property known as the subdivision DEVINE RANCH ESTATES, an approved and recorded subdivision of record in the Map Records of Medina County, Texas, do hereby adopt and impose on behalf of the Developer, its successors, heirs and assigns, the following recited restrictive covenants and use limitations covering all of the land and lots herein described. All these restrictive covenants and use limitations shall become a part of all contracts for deed, warranty deeds and other legal instruments whereby the title or possession of any part or portions of such property is hereby conveyed or transferred.

**LAND USE:**

- (a) The Property may be used for agricultural and recreational use.
- (b) All lots within the Subdivision are hereby restricted exclusively to be used for one single family residence with the usual and customary accessory buildings, including but not limited to a garage, storage building, workshop, and barn. Travel trailers and recreational vehicles may not be used as a permanent residence or business.
- (c) No lot shall be used for any business or commercial purposes. Variations from this requirement may be granted in individual cases, but such variation must have the prior written approval of the Seller.
- (d) It is hereby specifically stated that to rent space to campers, recreational vehicles, or trailers is disallowed.
- (e) No commercial hunting of any type is allowed.

**SIZE AND SPECIFICATIONS:**

A residence may not be lived in or occupied until the residence is 100% complete. Conventional on-site constructed single family residence shall not be less than 800 square feet of heated and air-conditioned space. Move-on housing, such as manufactured homes and **modular homes must be new, less than three (3) years old or approved by the Seller.** All manufactured homes must be placed on and affixed to a permanent foundation, being either a slab, compacted gravel pad or upon blocks or piers, and must be skirted within 60 days after placement on the property with masonry, plaster, or a material to match the exterior siding of the residence. Lattice skirting is not acceptable. All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

**TEMPORARY STRUCTURES:**

No freestanding structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on the property at any time. The owner may use the property for vacation or recreational use. The owner may use an owner dwelling, place a trailer, camper or other operational recreational vehicle on the property for such use.

**SETBACK REQUIREMENTS:**

Residences and buildings of any kind shall be situated no nearer than seventy-five feet (75') to the property line along the road fronting the property, and no nearer than fifteen (15') to any side or rear property line. All storage buildings, sheds, barns, pens, and any other enclosures must be behind the residence. Variations from these setback requirements may be granted in individual cases where tract size or topography make these requirements impractical, but such variation must have the prior written approval of the Seller. No residence can be placed within the 100 year flood zone.

**EASEMENTS:**

Easements are hereby reserved and dedicated over and across a thirty foot (30') strip along front and rear property line, and a fifteen (15') foot strip along the side lot lines for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the lots in the Subdivision. The easements reserved and dedicated hereby shall be for the general benefit of the Subdivision. These easements shall inure to the benefit of, and may be used by, any public or private utility company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such utility companies. If two or more lots are consolidated into a building site, these easement provisions and the setback provisions in paragraph 3 shall be applied to such resultant building site as if it were one original platted lot.

**DRIVEWAYS:**

In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated roadway unless a driveway permit has been approved by the Precinct Commissioner of Medina County or his or her designated representative or Texas Department of Transportation for driveways entering onto state roads, and the driveway shall be designed and constructed in accordance with the Medina County road standards or TX DOT standards as applicable. The driveway must be completed before occupying the residence.

**RESTRICTION ON FURTHER SUBDIVISION:**

There shall be no re-subdividing of any of the lots into smaller lots. All lots in this subdivision will remain the size platted on the subdivision plat, except that any person owning two or more adjoining lots may consolidate such lots into a single building site.

**SEWAGE:**

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater that has been approved and permitted by the Medina County Health Inspector.

**WATER:**

No structure in this subdivision shall be occupied until connected to a public water system or an individual water system. Due to declining water supply, prospective property owners are cautioned by Medina County to question the Seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water source.

**GARBAGE AND REFUSE DISPOSAL:**

The property shall be maintained in a clean, neat and attractive condition. No lot shall be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any lot or part thereof be used as a dumping ground for rubbish, debris or junk. Trash, garbage and other waste shall not be kept except in sanitary, covered containers.

**NUISANCES:**

No obnoxious, offensive, undesirable or unlawful activity shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

**INOPERATIVE VEHICLES:**

The placement of junked, abandoned, wrecked, unlicensed or non-operating motor vehicles shall not be permitted on any lot. A vehicle shall be considered non-operating if it cannot be moved under its own power for more than 30 days.

**SOIL AND TIMBER:**

It is specifically agreed that lot owners shall not excavate, remove or sell the soil or gravel for commercial purposes, nor cut, sell or remove any timber other than is necessary for residential, recreational or agricultural and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of said property.

**LIVESTOCK:**

Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred and maintained on any lot under the following conditions:

- (a) All horses, cattle or other livestock shall be kept enclosed on the subject property by suitable fencing of the subject property.
- (b) No swine may be bred, kept or maintained on subject property except three (3) per lot for personal consumption and/or show competition.
- (c) No chickens, turkey or other poultry may be bred, kept or raised on subject property except twenty-five (25) per lot for personal consumption and/or show competition. No poultry or

- fowl may be kept on the property for the purpose of gaming or fighting.
- (d) Though cattle or permitted on subject property, feed lots are not permitted.
  - (e) Each lot shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring lots.

**FIREARMS:**

Discharge of rifles and pistols is expressly prohibited.

**ENFORCEMENT:**

The foregoing restrictive covenants, use limitations and conditions are imposed for the benefit of each parcel of land of the above described property. The Medina County Commissioners Court, the Seller, its successors or assigns, or any person owning any interest in any of the lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

**PARTIAL INVALIDITY:**

If any portion of these Restrictions are declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of these Restrictions.

**AMENDMENT AND VARIANCES:**

These covenants and restrictions shall run with and bind the land, and shall be binding on all owners, assignees, purchasers, parties and all persons claiming under them for a period of twenty (20) years from the date hereof. Thereafter, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change such covenants and restrictions in whole or in part, or to revoke them. The Seller, his heirs and/or assigns, hereby reserves the right to amend these restrictions when in the opinion of the Seller, such amendment will be beneficial to the subdivision.