

Adoption of Restrictive Covenants

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MCLENNAN)

Texcorp Development, LLC do hereby adopt and impress the following restrictive covenants to be recorded in McLennan County, Texas upon the property described as follows:

Lots 1 through 10, Block 1 and Lots 1 through 7, Block 2 and Lots 1 through 12, Block 3 in the final plat map of the Grady Calvery Subdivision to be recorded in McLennan County, Texas.

For the benefit of itself as owner of the land, and for the use and benefit of present or subsequent owner or owners of any part therein, as well as the use and benefit of all future owners thereof, the following covenants are made and adopted to run with the land as hereinafter set out.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property described above to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Restrictive Covenants

- 1) No more than one dwelling shall be erected on each lot, and no mobile homes-single or double wide, no modular homes, nor manufactured homes shall be placed on any lot in this addition. No recreational vehicles shall be used as a dwelling, permanent or temporary.
- 2) This property shall be used solely for one (1) family residential purposes. Multi-family residences shall be prohibited.
- 3) No garage or outbuilding on any tract or plot shall be used as a permanent residence or permanent living quarters. Temporary use of a garage or outbuilding as living quarters is also prohibited.
- 4) No part of the land shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk vehicles or any other waste. Inoperable vehicles must be placed in a garage or other storage buildings.
- 5) Any outbuildings erected or placed in this addition shall be of new construction.
- 6) Any residence placed upon any tract shall contain a minimum of 1650 square feet of living space, exclusive of porches and garages and shall be of new construction; a 2 car minimum attached garage is required and cannot face the front street. Garages shall be either side entry or rear entry. Side entry garages shall be allowed to face the side streets on corner lots.

- 7) Any dwelling erected in this addition shall be of new construction and the exterior walls shall consist of not less than 75% masonry construction.
- 8) All roofs shall be composition shingles, wood shingles, painted metal or tile.
- 9) No building or any type of structure shall be built between the minimum setback line of 30 feet and the street unless otherwise designated on the recorded plat except that on corner lots the minimum setback line on the side street may be 15 feet. No portion of any building shall be located nearer than 7 feet of the sideline of any lot.
- 10) A residence may be constructed on two or more lots provided the setback lines and sidelines as required in these restrictions are complied with on the exterior boundary lines of said group of lots.
- 11) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that they are not of such nature or number as to be judged a public nuisance or menace.
- 12) No loud or noxious activity shall be conducted or maintained upon any tract which may be or may become an annoyance or nuisance to the neighborhood.
- 13) Businesses of a limited nature are permitted such as accounting, financial investments, legal, engineering, or other home/office-based businesses. The business must be contained within the dwelling. No auto repair, mechanic or maintenance, or shop type, or loud business will be permitted.
- 14) Driveways leading up to the home site shall be concrete paving.
- 15) The owner or owners of any tract of land out of the above described tract of land described herein shall have the right to sue for and obtain injunctive relief to enforce any of these restrictions or covenants herein set forth and the party or parties in violation of any of these restrictions or covenants shall pay any and all court costs including expert witness testimony.
- 16) No person or firm or corporation shall at any time use any property within this subdivision for the purpose of mining rock, minerals, sand, gravel or dirt.
- 17) No lot shall be subdivided or divided and resold as a smaller lot.
- 18) No buildings shall be erected, placed or altered on any lot until the construction plans have been approved by the architectural control committee. The architectural control committee will initially include W. Leslie Long & Austin Brock. In the event of the death or resignation of either member of the committee, the remaining member shall have full authority to designate a

successor. Neither the members of the committee, nor their successors shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval shall be made in writing or endorsed on the plans. In the event the committee fails to approve or disapprove plans within 30 days after submission and no suit to enjoin the construction has commenced, approval will not be required, and the related covenants shall have been fully complied with.

These restrictive and protective covenants are to run with the land and shall be binding on all parties claiming through us, our heirs or assigns. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Executed this the _____ day of _____.

Texcorp Development, LLC

THE STATE OF TEXAS §

County of McLennan §

This instrument was acknowledged before me on _____, by Texcorp Development, LLC.

Notary Public, State of Texas