

RESTRICTIVE COVENANTS & CONDITIONS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ERATH

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Be it known that SECURE COVENANT INTERESTS, LTD., a Texas limited partnership, for the purpose of instituting restrictive covenants on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "tracts") out of the herein described "subject property," does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. All restrictive covenants, conditions, and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

The subject property is described as:

All that certain tract or parcel of land, being 43.844 acres, more or less, out of the J. Latham Survey, Abstract No. 489, and the A.H. Blackwell Survey, Abstract No. 1449, Erath County, Texas, as described in the General Warranty Deed, to Secure Covenant Interests, Ltd., dated March 12, 2025, recorded in Instrument No. 2025-01351, of the Official Public Records of Erath County, Texas.

The Restrictive Covenants are as follows:

1. Each primary residence/house ("residence" herein) shall contain not less than 1000 square feet of heated floor space, exclusive of open porches, breezeways, carports, and garages.
2. Only one primary residence is allowed per tract. In addition, one guest residence shall also be allowed per primary residence after the primary residence is finished (guest residences shall not be required to meet the minimum square footage required in Paragraph 1 herein). Residences are to be built of materials and by practices considered reasonably standard and acceptable to the area. A storage shed, portable building, RV, camper, trailer, travel trailer, or tent may not be used as a primary or guest residence. Residences and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition.
3. No manufactured home, as defined in Texas Occupations Code Chapter 1201, Section 1201.003, (including mobile homes, manufactured homes, and modular homes (herein referred to as "manufactured home")) shall be allowed to be placed on any tract, unless said manufactured home meets all of the following conditions:
 - a. Any manufactured home that is placed on a tract must be at least 20 feet in width on its shortest side. Said manufactured home shall comply with the minimum square footage as described in Paragraph 1 herein. Said manufactured home shall be placed at least 250 feet from any property line fronting any public road and at least 50 feet from any side or rear property lines. No side or

rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). Said manufactured home shall be in good condition and not older than 3 years old when placed on the property. Variations from the requirements in this paragraph may be considered based on the style, age, and condition of the manufactured home. The term "residence" as used in these Restrictive Covenants & Conditions shall also apply to manufactured homes as defined in Paragraph 3 herein.

b. Any manufactured home placed on any tract shall have the trailer tongue/hitch removed and shall be under-skirted with standard and customary materials. These items shall be performed within 30 (thirty) days of the date the manufactured home is placed on the property.

4. All houses, buildings, garages, barns, and other buildings constructed or placed on any part of any tract including hunting stands, hunting blinds and feeders used for hunting, shall be set back at least 150 feet from any property line fronting any public road and at least 50 feet from any side or rear property line. No side or rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). For manufactured homes, the setback lines in paragraph 3 shall apply.

5. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the tract, or (2) the commencement of foundation work for the structure, or (3) the commencement of on-site work on the structure itself.

6. Camping on any tract is limited to eight weeks per year. Any camping facilities shall be located at least 150 feet from any property line that joins another tract out of the above subject property and at least 150 feet from any property line fronting any public road. Camping facilities shall not be left on the property except during the eight-week period provided for herein. On any tract on which a residence has been completed, camper trailers, travel trailers, RVs, or motor homes may be parked or garaged. No camper trailer, travel trailer, RV, or motor home shall be occupied as a temporary or permanent residence, nor occupied as a primary or guest residence at any time on any tract of land.

7. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered a commercial use for the purposes of these restrictions except that no commercial feed lots, commercial bird operations, or similar commercial enterprises shall be allowed. Equestrian operations shall not be considered a commercial operation for the purposes of these restrictive covenants. No animal racetrack, rodeo-type event, or other competition for remuneration shall be allowed. In any activity the other restrictions shall be complied with.

8. No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least 100 feet from any property line joining another tract out of the subject property and at least 250 feet from any property line fronting any public road.

9. No part of any tract shall be used or maintained as a dumping ground for rubbish, debris, or junk.

10. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on any tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.

11. Materials or equipment of any kind stored outside on any tract shall be arranged in an orderly manner on the rear one-half of the tract and no closer than 50 feet from any property line that joins another tract out of the subject property.

12. No activity of any type shall be allowed that would create an unreasonable noise, visual, odor, or safety nuisance to the users of the surrounding subject property. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height.

13. The number and type of animals kept on the property shall be controlled so as not to create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding subject property and so as not to endanger the condition of a substantial portion of the property by overgrazing.

14. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the tract. Only one outside dog per 3 acres shall be allowed to be kept on each tract.

15. Sanitary control easements shall be maintained by each tract owner around any water wells in compliance with TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) Standards. Water wells shall be placed a minimum of 50' from any property line, or in accordance with TCEQ requirements or Erath County requirements, whichever is more stringent.

16. No tract will be re-subdivided without the joinder of a majority of tract owners as provided for herein for altering these Restrictive Covenants (county approval may be required on any re-subdivided tracts - check with county for current requirements before re-subdividing).

17. Owners should check with Erath County and with the TCEQ for any requirements before installing a private sewage system.

18. Extreme caution should be used when discharging any firearm. The person discharging the firearm shall be solely responsible for the safe operation of said firearm.

19. Before performing any construction, excavation, or soil disturbance Buyer should contact "Texas 811."

20. No action shall be taken that will cause or allow water to be backed up on any road, access easement, or another Tract out of the subject property.

21. These restrictive covenants are to run with the land until December 31, 2045, and extend automatically for additional periods of five (5) years each unless a majority of tract owners as

provided for herein for altering these restrictive covenants, through a duly recorded written instrument or instruments, amend, or cancel the same.

Secure Covenant Interests, Ltd., and Heritage Select Investments, LLC, hereby retain the right to execute amendments to, including granting variances from, all restrictive covenants and other limitations imposed by this instrument on the subject property, provided it, in the exercise of its reasonable judgment and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the property. Any such variance or amendment must be evidenced in writing and must be signed by Secure Covenant Interests, Ltd., or Heritage Select Investments, LLC.

Other tracts or acreage not originally referenced as "subject property" in this instrument may be added to this instrument as "subject property" by the recording of an instrument adding said tracts; said instrument shall be executed by Secure Covenant Interests, Ltd., or its general partner. Any such tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

The above restrictive covenants constitute covenants running with the land and inure to the benefit of The County in which the property is located, the undersigned (also referred to as "Declarant") and its successors and assigns, and to each and every Owner of a tract out of the subject property, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these restrictive covenants in equity or in law. County officials acting in their official capacity, Tract Owners, their heirs, successors, and assigns, and the Declarant, and its successors, and assigns are empowered to enforce the covenants, conditions and restrictions contained in these Restrictions. Enforcement of these Restrictions must be by proceedings at law or in equity against any person or persons violating or attempting to violate these Restrictions, either to restrain or prevent such violation or proposed violation, or obtain any other relief authorized by law. The violation of the Restrictions will never at any time work an estoppel upon any person entitled to claim benefits of these Restrictions. In the event of litigation enforcing any Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. If one or more of such restrictive covenants shall be held invalid, none of the others shall be affected or impaired by such holding but shall remain in full force and effect.

Any one or all of the herein numbered restrictive covenants may be altered, amended, or canceled by a vote of at least a seventy-five percent (75%) majority of the owners of the then existing tracts (as of the date said vote is taken) out of the subject property referenced herein (one vote per tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the Erath County Clerk in order to be of any force and effect.

Failure at any time to enforce these Restrictive Covenants, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter.

A portion of the property lies in a flood plain or other low-lying areas that are subject to flooding or water saturation. Future Grantees of each tract out of the subject property (herein referred to as "Buyer") should use caution and conservative judgment when

installing any improvements in or near the flood plain or low-lying areas. Buyer shall be solely responsible for determining any flood plain elevations that are pertinent to Buyer's plans and for deciding at what elevation and location Buyer desires to construct any improvements. This clause shall apply to Buyer and Buyer's successors, heirs, and assigns.

Executed this ____ day of _____, 2025, to be effective the ____ day of _____, 2025.

SECURE COVENANT INTERESTS, LTD.

By: _____
Heritage Select Investments, LLC, General Partner
BY: Mark Mullin, Manager

THE STATE OF TEXAS §

COUNTY OF WALKER §

This instrument was acknowledged before me on this the ____ day of _____ 2025, by Mark Mullin, Manager, Heritage Select Investments, LLC., as General Partner of Secure Covenant Interests, Ltd.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

Secure Covenant Interests Ltd.
1231 Financial Plaza
Huntsville, TX 77340