

94.156 acre tract, for the southeast corner of this tract;

THENCE N88°33'42"W 700.66 feet, along Taylor County Road No. 140 to a point on the SBL of said W.E. Avery Survey, at the southeast corner of a 34.96 acre tract recorded in Instrument No. 2023-15821, Official Public Records, Taylor County, Texas, and the most southerly southwest corner of said 94.126 acre tract, for the most southerly southwest corner of this tract;

THENCE N2°10'07"E along the EBL of said 34.96 acre tract, at 25.4 feet pass a ½" rebar found on the north side of Taylor County Road No. 140 and continue along for a total distance of 654.51 feet, to a 3/8" rebar set on the WBL of said 94.156 acre tract;

THENCE N05°55'32"E 1931.61 feet to a ½" rebar found at the northeast corner of said 34.96 acre tract and an interior corner of said 94.156 acre tract, for an interior corner of this tract;

THENCE N88°36'07"W 1177.57 feet to a ½" rebar found on the WBL of said W.E. Avery Survey, at the northwest corner of said 34.96 acre tract and the most westerly southwest corner of said 94.156 acre tract, for the most westerly southwest corner of this tract;

THENCE N0°56'33"E 1206.65 feet, along the WBL of said W.E. Avery Survey and said 94.156 acre tract, to the place of beginning and containing 93.85 acres of land.

WHEREAS, LSM Land, LLC, a Texas limited liability company, hereinafter referred to as the "Developer" is the owner of certain real property located in Taylor County, Texas, being the same property for which a subdivision plat has been filed and approve and which subdivision is known as Indian Oaks Subdivision, and which has been filed for record on [REDACTED], 2024 in the plat records of Taylor County, Texas as Instrument No. [REDACTED].

WHEREAS, the Developer desires to create and carry out a uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future owners of the Property, Developer hereby adopts and establishes the following declaration of reservations, restrictions, occupancy and conveyance of all the Property.

NOW THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property. Developer hereby adopts the following restrictive covenants which shall be applicable to each lot located in Indian Oaks Subdivision, to wit:

Clauses and Covenants

A. Use:

Each lot shall be used for residential purposes only, and not more than one family will be permitted to reside on each lot. No lot shall be further subdivided and separated into

smaller lots, and no portion less than all of any such lot shall be conveyed or transferred.

B. Enforcement:

If anyone shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or person having vested, legal or equitable, interest in any of the land in said subdivision (including other sections of this subdivision), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and to prevent said person or persons from so doing and to recover damages for such violations, including expenses of litigation which shall include reasonable attorney's fees.

C. Building Location:

No building shall be located closer than forty (40) feet to the front lot line and fifteen (15) feet to the back lot line or closer than fifteen (15) feet to any side lot line.

D. Building Type and Size:

No building shall be erected, placed, or permitted to remain on any tract other than a single-family dwelling and a private garage. Other buildings incidental to tract use must be of similar appearance and construction.

E. Temporary Structures:

No temporary mobile home, house or trailer, shack, tent or other building shall be placed, erected or permitted on any tract, except that a travel trailer, RV, or motor home may be temporarily used as residence during construction of a single family residence for no longer than twelve (12) months.

F. Fence

All fences constructed on the individual lots within the subdivision will be regularly maintained and not allowed to deteriorate to an unsightly state of repair.

G. Nuisance:

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may or become an annoyance to the Subdivision. Under no circumstances shall a stockyard, commercial feed lot, dairy, riding stable, kennel, poultry farm, or any other commercial activity involving animals be permitted. Under no circumstances, shall a commercial gun range be permitted on the Property.

H. Sewage:

No cesspool or other individual sewage system shall be installed or used on a lot other than a septic tank or similar improved sanitary method of sewage disposal meeting the requirements of the proper governmental authorities. The drainage of septic tanks into any road, ditch, or surface easement, either directly or indirectly, is prohibited. No condition will continue to exist that causes unpleasant noxious odors caused by the neglect, or willful action of any owner in this subdivision.

I. Building Completion:

No portion of a Residence or other Structure shall be allowed to remain upon a Lot in a partial state of completion for an unreasonable length of time, but in no event in excess of eighteen (18) months from the start of construction.

J. Drainage:

Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. All owners are required, at their own expense, to provide a culvert adequate for the flow of drainage at the entrance to their property. Such culvert shall be approved by the County Commissioner. Low water crossings are allowable.

K. Refuse Disposal:

Any trash, garbage, or other waste or refuse on a Lot shall be kept in neat and sanitary containers. Any incinerator or other equipment for the storage or disposal of such materials shall be kept in a clean, neat, and sanitary condition and maintained or used in accordance with all federal, state and local laws or ordinances.

L. Lot Maintenance:

Any lot that has not been built on must be kept in a presentable manner and must be mowed as often as necessary to maintain the lot. The owner of each lot shall be responsible for the proper maintenance, and upkeep of the lot, and improvements at all times. The owner shall keep any weeds neatly mowed and shall not permit the accumulation of trash, rubbish, deteriorating improvements or other unsightly articles on the lot or any abutting easement or street.

M. Covenants Running With the Land:

All restrictions, easements, and reservations are for the benefit of this subdivision and shall be binding upon each lot purchaser, his heirs, successors or assigns. All restrictions, easements, and reservations herein provided and adopted shall apply to each tract and shall be deemed covenants running with the land. When such tracts are conveyed, they shall be subject to such covenants provided for herein and also such as are shown on the plat of this subdivision as recorded in Taylor County, Texas. When such reservations, easements and restrictions are referred to by reference thereto in any deed or conveyance to any tract in said subdivision they shall be of the same force and effect as if written in full. Each contract, deed or other instrument shall conclusively be held to have been executed, delivered, and accepted upon the express reservations, easements, and restrictions as herein stated and set forth.

N. Condition:

All lots within the subdivision are accepted by the purchaser in present, as-is condition.

Invalidation of any one of these covenants or any portions thereof by judgment or court decree shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

LSM Land, LLC

By: _____
Shneur Zalman Kurinsky, Manager

STATE OF TEXAS §

COUNTY OF TAYLOR §

This instrument was acknowledged before me on the _____ day of April, 2024, by Shneur Zalman Kurinsky, Manager of LSM Land, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas