

TORTUGA RANCH, DUVAL COUNTY, TX
RESTRICTIONS AND COVENANTS

The property attached as shown in Exhibit "A" is subject to the covenants hereby made by the developer, (Seller), to-wit:

1. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him. Purchaser understands that these restrictions and covenants are filed in the Real Property Records of Duval County, Texas.
2. Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from roads in the Tortuga Ranch. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes. Texas Parks and Wildlife Code - Section 62.0121. Discharge Of Firearm Across Property Line. A person commits an offense if: (1) the person, while hunting or engaging in recreational shooting, knowingly discharges a firearm; and (2) the projectile from the firearm travels across a property line. Hunting blinds may not be over ten (10) feet tall from the ground to top of blind. Purchaser shall have the responsibility of safe discharge of firearms on his or her property. All firearms discharged on the property shall be done in a way that insures the projectile will not leave the Purchasers property. Purchaser shall discharge firearms so that the projectile impacts the ground of the property by utilizing elevated blinds, natural features and/or earthen berms constructed by Purchaser.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any illegal dumping, placing of unsightly objects, or trash of any kind on the property.
4. That no structure of any kind or temporary camp sites (including hunting blinds and/or deer feeders) shall be permitted within 100 feet of any property line. All fencing must be thirty (30) feet from the centerline of all main access roads.
5. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Duval, if applicable, or any other governmental agency having jurisdiction thereof.
6. Discharge of sewage from an RV, home or cabin on your property is strictly prohibited and illegal unless it is discharged into a permitted septic system (On Site Sewage Facility - OSSF) installed by a licensed installer.
7. RV's and travel trailers may not be used as primary residences but only for temporary use. All RV's and travel trailers must adhere to setback requirements.
8. Not more than one single-family residence shall be placed or constructed on any tract of the land herein contracted or conveyed unless specifically permitted by the Seller. No communal residences shall be permitted.
 - A. Conventional on site construction single-family residence:
Each dwelling must be new construction and shall not be less than 1200 square feet of heated and air-conditioned space, exclusive of garages, carports and porches. All plans and specifications are subject to the prior written approval of the SELLER. All dwellings must be completed within 360 days after laying foundations. A residence may not be lived in or occupied until the residence is 100% complete as per the approved plans.
 - B. Move-on housing such as manufactured homes, modular homes and all other Move-on Homes:
 1. New Manufactured Dwelling Houses (or houses which are not more than five years old and approved by the SELLER) of not less than 1200 square feet are permitted.
 2. All manufactured homes must have their towing devices; axles and wheels removed, and must be placed on a slab, blocks or piers and anchored to the land in the manner prescribed by the Texas

Department of Licensing and Regulation.

3. All manufactures homes shall have shingle roofs (or roofs made of other materials approved in writing by the SELLER) and hardy panel siding or vinyl siding.

4. All manufactured homes must be completely enclosed from the ground level to the lower portion of the outside wall within 60 days after placement on the property with dealer installed skirting such as hardy panel, masonry, plaster, brick, stucco or other fabricated material specifically approved for the purpose of enclosing manufactured homes, as approved in writing prior to installation, by the SELLER, so as to maintain a neat, harmonious appearance. Lattice and vinyl skirting are not acceptable. Back filling is allowed.

9. That no commercial swine operation shall be permitted.

10. PURCHASER agrees not to impede the flow of water in and to existing water lines, tanks, or troughs that are on his property and grants ingress and egress to persons who need to maintain said improvements and wells which furnish water to the lines, tanks or troughs. Only those Purchasers who own an interest in an existing well shall have the right to use water from said well unless water use is granted by the owners of the well. Seller will not furnish water to any existing water troughs or tanks.

11. That no tract may be subdivided without the express written consent of the SELLER. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a home site.

12. PURCHASER hereby authorizes SELLER and/or Assigns to charge each property owner a maintenance fee of \$20.00 per acre, per year, not to exceed \$500.00 to improve and maintain entrances, roads, and any other maintenance deemed necessary by the SELLER and/or Assigns in the Tortuga Ranch Subdivision. Such charge shall not be assessed against SELLER and/or Assigns. Such charge shall be made by direct billing to the property owner. If PURCHASER refuses to make said payments, PURCHASER hereby authorizes SELLER, at SELLER's option, to deduct such charge from payments made by PURCHASER, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting SELLER and/or Assigns such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

13. Purchaser is advised that the Property may be located in a 100-year floodplain. Even if the Property is not in a 100-year floodplain, the Property may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if real property is located in a flood hazard area. Most insurance policies do not cover damages or loss incurred in a flood. Purchaser should seek insurance coverage that would cover losses caused by a flood. Developer is not aware if the Property has flooded at least once within the last five years. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a home site.

14. That at such time as SELLER may determine at his sole discretion, the SELLER shall have the authority but not the obligation to notify each tract owner of the time, date, and a place of a meeting of all tract owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including SELLER, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as non-profit corporation, or otherwise, SELLER shall transfer and assign to the association the current balance of the road improvement and maintenance, if any. Thereafter such

association shall have the power, authority and obligation to maintain the roadways of the development and collect the road maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time. It is understood that SELLER, or SELLER'S assigns, shall not be responsible for paying this assessment under any circumstances. In the event a lien has been placed on property to secure the payment of assessments and that property is repossessed or otherwise transferred to SELLER it is understood that all such liens will be released.

15. There exists a grazing lease on this property. Purchaser understands that livestock may be present on his land and that sources of water on his land that existed when the property was purchased may be used for said livestock. Purchaser has no obligation to continue this lease and may cancel the lease on his property by constructing fencing that meets local standards and is adequate to keep Lessee's livestock off his property and then giving Lessee 30 days advance notice that he wishes to not participate in the lease. If Purchaser desires to remove or alter any existing fences on his property Lessee shall be notified in advance in order to maintain control of the livestock

16. Purchaser agrees to comply with all local water district regulations regarding the drilling of a new water well. All land owners must secure a water well permit from the Duval County Groundwater District prior to drilling a water well on their property.

17. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the SELLER.

PURCHASER

PURCHASER