

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions is made on the day of November, 2016, at Mason, Texas, by Jamie Smith Jackson, Jamie Smith Jackson as Trustee of the Jamie Smith Jackson Trust, and Sunny Kallis Merry, hereinafter collectively known as Declarant or Developer.

1. Declarant is the owner of all that certain real property (the Property) situated in Menard County, Texas, and being described as follows:

All that certain 1,871.64 acres, more or less, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

2. The Declarant has devised a general plan for the entire Property, which provides a common scheme of development designed to protect and safeguard the Property over a long period of time.

3. The general plan will benefit the property as a whole, the parcels into which the property has been or will be divided in the future, the Declarant, and each successive owner of an interest in the property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of the general development plan.

**NOW, THEREFORE**, it is declared that all of the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, to-wit:

1. All residential construction on the Property must be completed as follows: exterior not later than eighteen (18) months after commencement of construction and interior not later than twenty-four (24) months after commencement of construction. All residences must have at least 1,200 square feet of living space.

2. No structures may be located nearer than 250 feet from a property line.
3. No swine of any kind shall be raised, bred or kept on the Property except where the animal is to be kept as a 4-H project. A maximum of four (4) head may be kept for such projects.
4. The Property shall not be used or maintained as a dumping ground for rubbish or trash. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators and other equipment for the storage of or disposal of such material shall be kept in a clean, sanitary condition. No "junk" cars or "wrecking" yards shall be located on the Property.
5. No truck-tractor, bus or trailer shall be left parked within 250 feet of a property line except for construction and/or repair equipment while a tract is being built upon or replaced in the immediate vicinity.
6. No firing range may be maintained on the Property.
7. Developer shall sell no tract of less than 200 acres, and no tract sold by Developer may be subdivided into a tract of less than 200 acres.
8. No tract shall be enclosed by high fences.
9. No cell phone or other communication towers shall be placed on the Property.
10. No wind turbines shall be placed on the Property.
11. No mobile homes shall be placed on the Property from and after the date of this instrument.
12. No commercial livestock feeding operation shall be permitted on the Property.

All covenants and restrictions shall be covenants running with the land and shall be binding upon Tract Owners and their successors, heirs and assigns. If any Tract Owner shall violate or attempt to violate any of the restrictive covenants and conditions herein, any Tract Owner may prosecute any proceeding at law or in equity against such Owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so or to correct such violations and/or to recover damages or other relief for such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Declarant may, but shall not be obligated to

enforce these restrictions.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other restrictive covenants and conditions, which shall remain in full force and effect.

This Declaration is executed this                      day of December, 2016.

\_\_\_\_\_  
Jamie Smith Jackson

\_\_\_\_\_  
Jamie Smith Jackson, Trustee of the Jamie Smith Jackson Trust

\_\_\_\_\_  
Sunny Kallis Merry

THE STATE OF CALIFORNIA

This instrument was acknowledged before me on the                      day of December, 2016, by Jamie Smith Jackson, individually and as Trustee of the Jamie Smith Jackson Family Trust.

\_\_\_\_\_  
Notary Public, State of California

THE STATE OF CALIFORNIA

This instrument was acknowledged before me on the                      day of December, 2016, by Sunny Kallis Merry.

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Notary Public, State of California