

STATE OF TEXAS §
COUNTY OF WALLER §

KNOW ALL MEN BY THESE PRESENTS:

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (The “Restrictions”) is made by Legacy Agricultural Holdings LLC (“Developer”)

WHEREAS, Developer desires to impose upon the three parcels the covenants, conditions, and restrictions herein set forth.

ARTICLE 1

Section 1. “Owner” or “Owners” shall mean and refer to the record owner(s) of a fee simple title to either of the two parcels, but excluding those having such interest merely as security for the performance of obligation.

Section 2. “Parcel” shall mean and refer to those properties described in EXHIBIT “A-1”.

Section 3. “Developer” shall mean and refer to Legacy Agricultural Holdings LLC.

USE RESTRICTIONS AND CONSTRUCTION OF IMPROVEMENTS

1.01 Single-Family Residence. Each Parcel shall be used only for single-family residential purposes and/or for agricultural or wildlife use, unless otherwise provided for herein.

1.02 Commercial Activity. No retail, industrial, manufacturing, business, multifamily, office building, or mixed-use commercial activity is permitted on any Parcel, other than a home-based business as provided for below. Noxious or offensive activities of any sort, including loud noises or anything done on any Parcel that may be or become an annoyance or a nuisance to the neighboring Parcels, shall not be permitted. Tract 3

benefits from a grandfathered allowance permitting the short-term parking of a semi-truck and trailer. This allowance is limited to the current use by the current tenant only and shall not be construed as a permanent right or entitlement. Any future occupant of the property shall be subject to all applicable subdivision restrictions, county regulations, and governing authority requirements in effect at the time.

- 1.03 Manufactured Housing. Manufactured and/or modular homes may not be located on any parcel, save and except Tract 3, which is expressly grandfathered for the existing mobile home currently situated on the property. This grandfathered status applies solely to the mobile home presently in place and does not extend to any replacement or additional manufactured or modular home. Upon removal or destruction of the existing mobile home, no manufactured or modular home shall be permitted on Tract 3, and any future residential construction must comply with current subdivision restrictions and county requirements.
- 1.04 Recreational Vehicles. Recreational vehicles including motor homes and travel trailers are permitted as long as they are occupied for occasional use, but may not be used as a primary residence. Recreational vehicles may be used for residence during construction for a period of one year. All recreational vehicles are to be stored behind the rear line of the main residence.
- 1.05 Multi-Family Residence. No apartments, duplexes, or other buildings used for multi-family residential purposes may be constructed on the subject property.
- 1.06 Home Based Business. Businesses and business activities not specifically excluded elsewhere in this instrument which involve use of office space in either the residence or garage are permitted. Home-based businesses are not permitted to have deliveries from or to the subject property using semi-trucks.
- 1.07 Storage of automobiles, boats, trailers and other vehicles. No abandoned vehicles, boats or trailers shall be stored on the parcels. Personal boats, trailers, and RVs in working condition may be stored on the parcels behind the rear line of the main residence.
- 1.08 Noxious and dangerous activities. Any activities that may endanger the health or unreasonably disturb the peaceful enjoyment of other adjoining landowners are prohibited. No toxic chemicals are permitted on the premises.
- 1.09 Dumping. No tract shall be used or maintained as a dumping ground for rubbish or junk. No garbage, trash, ashes, or other refuse of any kind may be dumped or thrown on any Parcel. All trash shall be stored in appropriate sanitation containers.

Section 2. AGRICULTURAL USE. For purposes of these restrictions, the term "agricultural use" shall be limited as follows:

- 2.01 Commercial Livestock. Raising of livestock shall be permitted: however, feed lot operations are prohibited. Livestock shall be limited to one (1) animal unit per one (1) acre, excluding household pets raised and housed within the residence. Raising of swine

and poultry other than for reasonable personal use or FFA, 4-H and other similar-type projects is strictly prohibited. Any animal and their un-weaned offspring shall be deemed and considered to be a single animal unit.

ARTICLE III

GENERAL PROVISIONS

- Section 1. Enforcement. All restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration shall run with the subject property. Any Owner or Developer, shall have the right to enforce all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure by the Owners or the Developer to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Owners or Developer may recover reasonable attorney's fees and court cost incurred in the effort to enforce deed restrictions.
- Section 2. Term-Amendment. The covenants and restrictions of the Declaration shall run with the land for a term of thirty (30) years from the date this Declaration is recorded ("Initial Term"). At the end of the Initial Term and any successive extension thereof, these restrictions will be extended automatically for successive periods of ten (10) years each, unless terminated prior to the end of the term by filing in the Official Public Records of Waller County, Texas an instrument signed by One-Hundred percent (100%) of the Parcels. This Declaration may be amended by an instrument signed by One-Hundred percent (100%) of the Parcels.
- Section 3. Lienholders. The lienholders join herein solely for the purpose of subordinating the liens held by it of record upon the subject property to the covenants, conditions, and restrictions contained herein.

DECLARANT:

Legacy Agricultural Holdings, LLC
Javid Ramcharitar, President

STATE OF TEXAS §
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COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me by Javid Ramcharitar, President of Legacy Agricultural Holdings, LLC, Declarant, on this the _____ day of _____, 20____.

Notary Public, State of Texas

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Notary Public, State of Texas

[illegible]