

Reservations and Restrictions**THE STATE OF TEXAS****COUNTY OF WALKER****KNOWN ALL MEN BY THESE PRESENTS:**

Gene and wife, Gretchen Browning (hereinafter called the "Declarant") is the owner in fee simple of 42.44+/-acres in the William B. Burditt Survey, A-8, the Phillips Yoas Survey, A-619 and the Joseph Gillespie Survey a-233 Walker County Texas, (the "Real Property") and being described on Exhibit "A" attached, 42.44 acres of Living Waters Subdivision.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Real Property, Declarants hereby declare that all the Real Property and each part thereof, shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in any lot constituting a part of the Real Property or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any lot situated within the Real Property shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth therein or referred to therein.

2. The provisions hereof, including the reservations, easements, covenants, conditions and restrictions herein set forth, shall run with the land and shall be binding upon the Declarant, his heirs, successors and assigns, and all person or parties claiming under them for a period of twenty (20) years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty (20) years or ten (10) years each, the owners of seventy-five (75%) percent of the lots in the Real Property shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty (20) year period or any successive ten (10) year period thereafter.

4. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to a proceeding to restrain or prevent

such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay to the opposite party reasonable attorneys fees for the services of the opposite party's attorney in the action for proceeding, such fees to be fixed by the Court. It shall be lawful for the Declarant or any person or persons owning any part of the Real Property to bring any proceeding at law or in equity against the person or person violating or attempting to violate any such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

5. Should any portion of this instrument for any reason be declared invalid, such decision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion thereof eliminated.

6. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or by other means.

7. Each lot (unless subdivided under the provisions of Paragraph 11, in which event this provision shall apply to each re-subdivided lot thereof) in the Real Property shall be used as a residence for a single family and for no other purpose (except as permitted by Paragraph 15 hereof).

8. No building shall be erected, altered or permitted to remain on any part of the Real Property other than one single family residential dwelling, a private garage (or other covered car parking facility) and three other outbuildings. Out building size is limited to maximum eave height of 16' with maximum ridge height of 25'.

9. The living area of each single-family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages (or other covered car parking facility) and outbuildings) shall not be less than 1,650 square feet. It is preferred that each dwelling include a garage or carport of a minimum of 400 square feet. The residential dwelling and garage must be constructed upon a solid concrete foundation. The residential dwelling and garage must be constructed upon the site

and no pre-fabricated or move-in structures will be allowed. The exterior materials of the residence permitted to be constructed or erected upon a lot within the subdivision may be of brick, masonry, vinyl, aluminum or wood siding; and require new materials. If wood siding is used as the exterior material, it must be painted completely and maintained in a good condition. All other structures shall be constructed of wood, metal, concrete blocks, or bricks, or a combination thereof; and require new materials. All plans and plot plans of residential construction must be submitted to and approved by Declarant, prior to the commencing of construction.

10. All residential buildings shall not be nearer than ten (10) feet from the side lot boundaries. It is preferred that other structures (i.e. barns, shops, storage buildings) be located to the rear of the residence on each lot.

11. No lot in the Real Property shall be resubdivided in any fashion or manner except by written approval from the Walker County Planning & Development office.

12. All buildings constructed upon any lot within the subdivision must be "dried in" within eight (8) months from the date construction commences. As used herein, the term "dried in" means that the outside exterior of the building must have the appearance of a completed building.

13. No structure of temporary character or any trailer, mobile home, RV, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot within the subdivision at any time as a residence; provided, however, any permitted structure of a permanent nature may contain living quarters if the same does not violate any other terms and provisions contained in this instrument and is approved in writing by the Declarant; and, provided further, the owner or owners may camp out on their lot for a weekend or for a period not to exceed one (1) week.

14. No rubbish, trash, garbage, manure, debris or other waste material shall be burned on any lot within the Real Property or be kept or permitted on any lot within the Real Property except in sanitary containers located in appropriated areas concealed from public view. No inoperable automobiles and/or inoperable equipment shall be parked within the Real Property.

15. No business of any kind shall be conducted on or from any lot within the Real Property, with the exception of the business of the Declarant's, their heirs, successors, assigns, and agents in developing and selling lots situated within the Real Property to the general public or the operation of a professional office or trade out of the confines of the residence situated thereon, but this exception specifically excludes any retail or commercial sales on site.

16. Livestock shall be permissible in so long as animals and their quarters are maintained in a clean, well-kept manner and contained within the property lines of the lot. No swine or fowl may be kept on the property unless it is being maintained for a project sponsored by the Walker County 4H program or the Huntsville Independent School District Future Farmers of America program.

Animals limited to the following:

Swine maximum of 2 animals, fowl maximum of 4 animals, horses maximum of 12 animals, cattle maximum of 12 animals, goat maximum of 28 animals, and sheep maximum of 22 animals. No swine or fowl may ever be kept upon the property in commercial quantities.

No animal may be maintained upon the property in a manner that would depreciate the value of the property or of the surrounding property.

17. Each tract will be serviced by an appropriate aerobic septic system, as required by Walker County Planning & Development. No outside toilets shall be permitted upon any lot within the Real Property nor shall any device for disposal of sewage be permitted which will result in raw, untreated or unsanitary sewage being emitted upon any portion of the Real Property or into any stream, creek or other body of water. Drainage of septic tanks to roads, or any drainage area either directly or indirectly is strictly prohibited.

18. No sign of any kind shall be displayed to public view on any lot within the Real Property, except customary name and address signs and lawn signs of not more than four square feet in size advertising a property for sale.

19. Nothing shall be done or kept on any lot within the Real Property which would increase the rate of insurance relating thereto, and no owner shall permit anything to be done or kept on his lot or building site which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

20. All lots in the Real Property shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot within the Real Property for storage of material equipment except for normal residential requirements; provided, however, the owner or occupant of a lot may permit grass to grow for pasture or hay purposes as long as it is cut at least one time annually.

21. As used herein, the word, "Declarants," shall mean Gene and wife, Gretchen Browning.

22. As used herein, the word "lot" shall mean any tract or parcel of land as out of the Real Property referred to above.

23. All of the provisions contained in this instrument shall be covenants running with the land thereby affected. The provisions of this instrument shall be binding upon and inure to the benefit of the owners of the land affected and the Declarants and their respective heirs, executors, administrators, successors and assigns.

24. The pronouns used in this instrument are the masculine gender but shall be construed as feminine or neuter as the occasion may require.

EXECUTED this the _____ day of _____, 2008

Gene Browning

Gretchen Browning

**THE STATE OF TEXAS
COUNTY OF WALKER**

BEFORE ME, the undersigned authority on this day personally appeared Gene Browning and Gretchen Browning, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day
of _____, 2008.

Notary Public