

## COVENANTS AND DEED RESTRICTIONS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JOHNSON

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That NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. is the majority owner of all tracts of real property in Johnson County, Texas, including the lands described in the L. W. Parry Survey. This plat of the subject property is of record in Volume 6, page 5, Volume 7, pages 23, 65 and 81 and Volume 8, pages 13 and 14 of the plat records of Johnson County, Texas.

WHEREAS, NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. desires to create and carry out an orderly plan so as to provide for the preservation of the values of all lots in NOLAN RIVER ESTATES thereof for the benefit of the present and future owners of said property;

NOW, THEREFORE, NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. declares that the above described property designated as NOLAN RIVER ESTATES, REVISED PHASE 1, REVISED PHASE 2, PHASE 3, PHASE 4, AND PHASE 5, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which shall be and are hereby made to run with the land.

### RESTRICTIONS AND COVENANTS

1. No lot shall be used for other than residential purposes. No buildings shall be erected, altered, or permitted to remain on any original lot other than one detached single family dwelling with a private garage and appropriate out buildings (said garages and out buildings are not to have openings facing the front, unless said garages and out buildings are greater than 250 feet from the front property line). This does not restrict the use of a home office or other similar types of legal out-of-sight business activity located within a family dwelling or garage. An exception may be made for property owners in that they may be allowed to construct an appropriate out building with the written approval of the Nolan River Estates Home/Property Owners Association, Inc. on a case by case basis.
2. No soil or trees shall be removed from any lot for any commercial purposes.
3. All commercial or business advertising signs are prohibited (this does not include Real Estate signs, For Sale signs or Garage Sale signs).
4. No lot shall be subdivided.
5. Single family dwellings must be site-built. No structure of a temporary character, trailer, mobile or moveable home, basement, tent, shack, shed, garage or other outbuilding shall be used on any lot at any time as a residence on a permanent basis. With the written approval of the NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC., such structures may be used on a temporary basis for a period not to exceed twelve (12) months for the express purpose of facilitating the building of a permanent family dwelling. If a permanent family dwelling is not finished within twelve (12) months, the NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC., may grant an extension on a case-by-case basis determined by individual circumstances. If an extension is not approved the temporary structure or other structure as identified in

this paragraph must be removed. Any garage may be constructed at the same time or subsequent to the construction of the house it is intended to serve.

6. All exterior improvements to family dwelling shall be completed within twelve (12) months from the beginning of construction unless prevented by war, strikes or Acts of God. Outbuildings used to house or in connection with the raising of animals as provided for in these restrictions may be constructed at times subsequent to the original construction of a single family dwelling.
7. No buildings or structure of any kind shall be located on any lot near to the front, side, or back lot lines less than twenty-five (25) feet; provided, such setback may be waived by NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. as to the individual lots where deemed by NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. appropriate because of terrain of such lot. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of a building. Lots shall "front" on the adjoining public way; corner lots shall be deemed to "front" on the way adjoining the shortest lot line, however, the driveway to that family dwelling may be via any adjoining public way.
8. There shall not be erected or permitted to remain on any lot a dwelling having a floor area (when measured to interior walls and exclusive of attached garage, open porches, patios or other similar appendages) of less than one thousand two hundred (1,200) square feet.
9. NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. prefers that all homes will have at least twelve point five percent (12.5%) masonry construction in the front portion of the home. All other construction other than the aforementioned masonry construction will need the written approval of the Architectural Control Committee and/or NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. on an individual case-by-case basis. The Committee and/or the Association will have (30) days in which to respond in writing of their approval or disapproval of the plans to the person or persons submitting the plans.
10. All lavatories, toilets, and bath facilities shall be installed indoors. Septic tanks and lateral lines should be constructed to comply with the specifications of Johnson County, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets, and bath facilities shall be completely installed and functioning before the residence is occupied and should comply with State laws.
11. Private Water Wells: Private water wells are permitted on any NRE property so long as the water extracted from such well is used for only that lot on which the well is drilled. Water from any private water well within NRE may not be sold to anyone or given to anyone or shared with other lots without first obtaining the approval of the Association. Water from a private water well may be shared with another lot on a temporary emergency basis not to exceed one year, after which, Association approval is required. Examples of temporary emergency reasons would be the construction of a home, water new vegetation on lots that are vacant, providing water to a home that has temporarily lost water from either the community water system or its own private water well, or other similar types of emergencies.
12. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any residential lot for primary commercial purposes. Individual owners may keep their own animals for domestic purposes such as dogs, cats, and other household pets, together with other livestock not kept for primary commercial purposes; however, no owner shall keep more than two (2) hogs or swine within any twelve (12) month consecutive period of time for personal use only and as long as said swine or hogs do not present any obnoxious or offensive odor to neighboring property. Allowances for temporary programs such as FFA and 4-H may be granted in writing by the NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC.

13. Use of firearms within the Nolan River Estates community is prohibited except for self-preservation against wild animals, i.e. snakes, skunks, coyotes or other animals which reasonably present danger to humans.
14. Each lot shall be kept clean and free of trash, garbage and debris at all times. Inoperable vehicles are not to be parked between the front of the family dwelling and the public way.
15. Fires will not be permitted except in a safe enclosure or with a resident or landowner in attendance.
16. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood in which said lot is located.
17. These restrictions, covenants, and conditions may be enforced by NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. or by the owner of any lot in Nolan River Estates either by proceedings for injunctions or to recover damages for breach thereof or both.
18. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of such restrictions, covenants, and conditions and filed in the deed records of Johnson County, Texas, after which time said restrictions, covenants and conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the lot owners or lots covered hereby has been recorded, agreeing to changes in said restrictions, covenants, and conditions in whole or in part.
19. If any portion of these restrictions, covenants and conditions shall be declared invalid by judgment or court order, it shall not effect the validity of any other provision or portion thereof.
20. The Board of Directors of NOLAN RIVER ESTATES HOME/PROPERTY OWNERS ASSOCIATION, INC. is hereby authorized to modify, extend or terminate any Covenants and Deed Restriction previously filed.