

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS

1. **TRASH OR GARBAGE.** No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any part of the Real Property, described in the document to which this is attached, whether vacant or otherwise. All trash and refuse shall be disposed of in a City of Alpine-provided container, or a City of Alpine-approved container. No noxious or offensive activities shall be performed upon the Real Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining land owners. No construction materials may be stored upon the Real Property except during actual construction of improvements, which shall be completed within six (6) months of commencement. No inoperative vehicles, junk, or any other unsightly materials shall be placed, erected, or be permitted to remain on any tract at any time.

2. **SANITATION AND SEWAGE.** No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, roadways, alleys, ditches, or water bodies. Any septic system, tank or disposal system shall meet or exceed all standards of any applicable federal, state, county, and municipal regulatory authority entitled by law to approve, regulate, or supervise the same, and the installation, inspection and approval of the same shall be the sole responsibility of Grantee, his heirs, representatives, and assigns. All federal, state, county, and municipal health and sanitation statutes, rules, ordinances, or regulations, if any, must be complied with at all times.

3. **WATER SUPPLY AND WELLS.** Grantee shall have the right to drill and establish not in excess of one (1) water well per 10 acres in the Real Property tract for domestic, livestock and garden use. To the extent applicable, any such well shall be subject to the inspection and approval of any federal, state, county, or other local regulatory body, and Grantee shall be solely responsible for the cost of installation, maintenance and repair; and nothing contained herein shall constitute that any representation of water is available by well to any particular piece of Real Property involved.

4. **FIREARMS AND HUNTING.** No firearms or weapons of any kind may be discharged at any time. Hunting of any kind, whether by persons and/or dogs or other species, is strictly prohibited. Trapping of any kind for any species is strictly prohibited.

5. **ANIMALS.** The Grantee may own and maintain a cow or horse or another animal normally associated with a farm or ranching operation, except for a pig or a hog, which is prohibited. The limitation, however, is that there cannot on any one tract of land be maintained more than two (2) horses or two (2) cows or two (2) other such farm animals. Any such horse or cow or other farm animal maintained on the tract shall be subject to the duty of confinement by fencing by the property owner, so that there shall be no trespass onto the land of any nearby landowners or on to common roadways. The Grantee agrees to be liable for any damage done by any cow, horse, or other domestic animal maintained by him. Furthermore, the ownership of any such animal shall be subject to the owner maintaining sanitary conditions and conforming to all applicable laws, ordinances and regulations regarding maintenance and non-cruelty to animals at all times. Up to three (3) dogs may be maintained upon the Real Property, but must strictly be contained by fencing by the owner and shall not under any circumstances be allowed to run at large. Dogs shall not be chained or caged upon the Real Property.

6. **EXISTENCE AND MAINTENANCE OF ROADS.** Grantee acknowledges that there are roadways or easements adjacent to the Real Property, which may or may not underlie the Real Property, and to which Grantee has nonexclusive use for ingress and egress to and from the tract and a public roadway. Grantee also acknowledges that neither Grantor, nor any person or entity under which Grantor holds or previously held the Real Property or such roadways and/or easements, shall be under any obligation, responsibility or other liability whatsoever to maintain or repair the roadways or easements for ingress, egress or any other purpose.

7. RESERVATION OF EASEMENTS. There is hereby reserved to Grantor, its heirs, successors-in-interest and assigns, a utility easement around the entire boundary of the Real Property, said reservation being for the benefit of any public or private utility operating in Brewster County, Texas, as well as for the benefit of Grantor and subsequent Grantees of Real Property from Grantor or others, to permit or allow for the construction, use, repair, maintenance and operation of a system of systems of electric light and power, telephone lines, television cable lines, gas transmission and supply lines, water transmission and supply lines, sanitary sewers, storm sewers, and any other utility or service which the Grantor, its heirs, successors-in-interest and assignees, may find necessary or beneficial to provide to the Real Property and/or adjacent, nearby tracts. This easement shall be thirty feet (30') in width, and shall extend fifteen feet (15') on either side of the boundary of the Real Property; nothing contained within this numbered paragraph shall be regarded or construed as imposing upon Grantor, or those under whom it claims, an obligation to provide any such utilities or services.

8. DURATION OF RESTRICTIONS. The provisions of this instrument, including all terms hereof, and shall run with the land and shall be binding upon the Grantee, its heirs, successor-in-interest and assignees, as well as all persons or entities claiming under Grantee, for a period of fifty (50) years from the date of the instrument to which this document is attached is executed, for a period of fifty (50) years from the date of the instrument to which this document is attached is executed, at which time all provisions herein shall automatically extend for successive periods of ten (10) years each, unless prior to the expiration of the original fifty (50) or successive ten (10) year term, the Grantor and Grantee (or successors or assigns of each) shall have executed and recorded a written instrument changing the provisions hereof, such provisions to take effect only at the expiration of the particular period next elapsing after the execution and recording.

9. ENFORCEMENT OF RESTRICTIONS. In the event of any violation, or attempted violation of any provision hereof, enforcement shall be authorized by any proceeding at law or in equity against any person or persons or entity violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive or mandatory in nature; and it shall not be a prerequisite to the granting of such remedy to show inadequacy of legal remedy or irreparable harm. Likewise, any person who is entitled to enforce the provisions hereof may recover not only such damages as such person has sustained by reason of the violation of such provision or provisions, but also attorney's fees occasioned by the violator's failure to abide by these contractual obligations. Grantee, its heirs, successors or assigns, hereby consents to the aforementioned remedies provided to Grantor, its heirs, successors or assigns, or such other person or entity identified herein. It shall be also be lawful for any other Grantee from Grantor, its predecessor in title, successors and assigns, who acquired adjacent or nearby property by such conveyance (whether one or more), as an express third-party beneficiary of the terms and conditions hereof, to prosecute and maintain enforcement proceedings at law or in equity against the person or persons or entity violating, or attempting to violate, any of such provisions, with all of the same rights and remedies specified in this numbered paragraph. Nothing herein shall, however, obligate Grantor, its predecessor, successors or assigns, to enforce the restrictions, covenants, and easements identified in this instrument.

10. GENERAL PROVISIONS. In this instrument, the singular shall include the plural, the specific shall include the general, the neuter shall include the masculine and the feminine, and, in each case, the opposite. In the event that it shall be determined by a court of competent jurisdiction that any one provision contained herein is not effective, for whatever reason, that shall not affect the enforceability of any other provision contained in this instrument. In the event the Real Property shall be incorporated into the corporate limits of the City of Alpine or any other municipality, only those provisions of this instrument inconsistent with the charter and ordinances of such municipality shall be deemed ineffective; in all other respects the provisions of this instrument shall remain in full force and effect in accordance with their tenor, term and effect. The title to each numbered paragraph is intended only to indicate, generally, the contents of that paragraph; it does not constitute a part of the terms of this instrument and shall not be deemed defective for failure to include all subjects contained within the paragraph.