

EXHIBIT “D”

DECLARATION OF RESTRICTIVE COVENANTS CONCERNING MURPHY’S DAIRY SUBDIVISION

This Declaration of Restrictive Covenants (“Declaration”) is made by Elegment Dream Acres Inc., a Texas Corporation, 5680 HIGHWAY 6 STE 214 MISSOURI CITY, TX 77459 (“Declarant”).

Declarant is the sole owner of the real property described in the attached Exhibit “A” (“Property”).

Declarant hereby imposes on such Property the protective covenants, conditions, and restrictions, as described below, according to an established general plan for the improvement and development of the Murphy’s Dairy Subdivision (“Subdivision”).

All of the Property will be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner.

Each contract or deed that may later be executed with regard to the Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether they are set forth or referred to in the contract or deed.

A. Definitions

- A.1. Unless the context specifies or requires otherwise, the following terms when used in this Declaration have the following meanings.
- A.2. “Applicable Law” means all federal, state and local laws, ordinances, regulations, or rules, applicable to the person, circumstance and/or property described in Exhibit “A” (the “Property”) addressed in the provision of these Restrictions in which the term appears.
- A.3. “Covenants” means the covenants, conditions, and restrictions in these Restrictions.
- A.4. “Declarant” means Elegment Dream Acres Inc., a Texas Corporation, its duly authorized representatives, or their successors or assigns. Any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.
- A.5. “Declaration” means this instrument as amended from time to time.

- A.6. "Development Period" means the period of time beginning on the date of recordation of these Restrictions in the Official Public Records of Limestone County or other such the county or counties in which the Property is located, and ending upon the date of filing of Declarant's notice of termination of the Development Period in the Official Public Records of Limestone County or other such the county or counties in which the Property is located.
- A.7. "Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.
- A.8. "Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.
- A.9. "Owner" or "Owners" means the Person(s), including Declarant, holding a fee-simple interest in any portion of the Property, including an undivided interest, but does not include the Mortgagee of a Mortgage.
- A.10. "Person" or "Persons" means any individual(s), entity, or entities having the legal right to hold title to real property,
- A.11. "Plat" or "Plats" means the subdivision plat of the Murphy's Dairy Subdivision – Phase 1, Situated in the Pedro Varela Eleven League Grant, Abstract No. 30 of Limestone County, Texas. As depicted on the Plat of Record in Document Number PT-2022-0005 of the Public Records of Limestone County, Texas, as amended from time to time.
- A.12. "Property" means all of the real property now or later constituting any portion, phase, or section of the Subdivision.
- A.13. "Restrictions" means this Declaration, as amended from time to time.
- A.14. "Structure" means any improvement on the Property, including, but not limited to, a building, barn, garage, storage unit, pool, stock tank, fence, wall, patio or paved outdoor seating area, driveway, and walkway.
- A.15. "Subdivision" means Murphy's Dairy Subdivision, according to the Plat.
- A.16. "Tract" means a lot of land containing some or all of the Property.
- A.17. "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

B. Development of the Property

- B.1. Development by Declarant. Declarant may divide or subdivide the Property into several areas and develop some or all of the Property.
- B.2. Addition of Land. Declarant may, at any time and from time to time, add land to the Property, and on such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property under this Declaration, Declarant will be required only to record in the real property records of Limestone County, Texas, a notice of the addition of land containing the following provisions:
 - a. A reference to this Declaration, which must include the book and page numbers, document numbers, or film codes of the real property records of Limestone County, Texas, in which this Declaration is recorded.
 - b. A statement that the provisions of this Declaration will apply to the added land.
 - c. A legal description of the added land.

C. Development of the Property

- C.1. As stated herein-above, Declarant is the Owner of the Property described in Exhibit "A" at the time of the execution of this declaration and hereby imposes the Covenants on the Property. These covenants, conditions and restrictions shall run with the land and shall be binding upon and inure to the benefit of all parties, persons, and entities now or hereafter owning or using the lots in the subdivision or any portion thereof. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, agreements or occupancy of any portion of the Property agree that the Property is subject to the Covenants.
- C.2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property to benefit all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any portion of the Property.
- C.3. Each Owner or occupant of any portion of the Property agrees to comply with these Restrictions.
- C.4. The restrictions and covenants in this instrument will inure to the benefit of and be enforceable by the Declarant and any present or future owner of an interest in the Property.
- C.5. Declarant, and their successors and assigns, and any owner of any parcel of the Property, and his or her successors and assigns, may enforce, by any proceeding at law or in equity, all restrictions imposed by this instrument. Any one or more of such persons may sue for

and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants, besides ordinary legal actions for damages.

- C.6. **FAILURE TO ENFORCE ANY SUCH RESTRICTION OR COVENANT DURING ITS VIOLATION WILL IN NO EVENT BE DEEMED TO BE A WAIVER OF A RIGHT TO DO SO THEREAFTER. NEITHER THE SELLER NOR ANY SUBSEQUENT PURCHASER OR OWNER OF A PORTION OF THE PROPERTY OR PROPERTY ANNEXED SHALL HAVE ANY LIABILITY OF RESPONSIBILITY AT LAW OR IN EQUITY ON ACCOUNT OF THE ENFORCEMENT OF, OR ON ACCOUNT OF THE FAILURE TO ENFORCE, THE RESTRICTIONS. ENFORCEMENT IS A RIGHT BUT NOT AN OBLIGATION.**
- C.7. **ANY ATTEMPT TO VIOLATE THIS DECLARATION OR ANY VIOLATION OF THIS DECLARATION MAY SUBJECT THE OWNER OR OCCUPANT TO PROSECUTION AT LAW, INCLUDING MONETARY DAMAGES, OR IN EQUITY, INCLUDING INJUNCTIVE RELIEF, BY DECLARANT AND ITS SUCCESSOR OR ASSIGNS, ANY OWNER, OR ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE PROPERTY.**

D. Clauses and Covenants

- D.1. **Application.** All of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions.
- D.2. **Single Family Residential, Agricultural and Recreational Use Only:** All parcels shall be used for Residential, Agricultural, and Recreational purposes only. The term “residential purposes” as used herein shall exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses of said property are hereby expressly prohibited. All uses shall be in compliance with State Building Codes and if applicable, Limestone County Building and Zoning Department regulations and permitted uses.
- D.3. **Dwelling Type (if occupied):** No structure of temporary character; tent, tent shack, lean-to, or other outbuildings shall be used on any parcel as a residence or permitted to be moved onto, placed, or allowed to remain on any lot. All construction must be of new material, except stone or brick, and must be completed within 6 months from the date of commencement of construction. The exterior of any building must be painted or stained. All buildings and structures shall be completely enclosed on the bottom, with no piers or pilings exposed to view. Any building permits required by the state or county must be obtained before any construction may begin. All single-family dwellings must be connected to a Texas Department of Environmental Quality-approved septic system prior to occupancy. Only one (1) single-family dwelling per lot.

- D.4. No building exceeding two stories in height shall be erected on any lot. Each residence shall have a minimum floor area of 750 square feet on all lots, exclusive of porches, stoops, open or closed carports, patios or garages.
- D.5. **Manufactured Homes:** Manufactured Homes must be of late model and professionally designed and constructed under HUD-code compliance. The HUD-code Manufactured Home shall be no more than approximately five (5) years old at the time it is placed on the property; be permanently affixed, anchored, and skirted in accordance with the minimum requirements of the State of Texas, and must be connected to a Texas Department of Environmental Quality-approved septic system prior to occupancy.
- D.6. **Recreational Vehicles:** There shall be no more than one (1) Recreational Vehicle permitted at any time. The Term "Recreational Vehicle" shall mean (i) late model travel trailers in good condition and appearance no larger than 8.5' x 40', with the exception of fifth wheel trailers which shall not exceed 8.5' x 40', which trailer must be manufactured according to the ANSI (American National Standards Institute) standards set by the RV Industry Association of America, must be totally self-contained and must be maintained in a sanitary condition without odor and be ready for towing at all times; (ii) motor homes, pick-up campers and other similar types of camping trailers and equipment that are mobile and remain mobile at all times and are in good condition and appearance.
- D.7. **Drainage:** No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb or other such impediment to the free flow of water be installed or altered without review by the Limestone County Road and Bridge Department.
- D.8. **Agricultural Exemption:** This property is currently appraised under 1-D Agricultural Appraisal with the **Limestone** County Appraisal District. In order to maintain the agricultural exemption and to reduce property taxes, the property is currently leased to Cattle Grazing. The owner will assume responsibility for maintaining the agricultural exemption by allowing existing cattle to continue grazing unobstructed on the property. The owner may install gates, fencing or other boundary improvements so long as cattle have an entry point for grazing. The owner is responsible for ensuring all fencing and gates are closed **AT ALL TIMES** to prevent livestock from getting out. The owner may alternatively elect to change the qualifying use of the property as long as the new qualifying use meets the eligibility requirements of the **Limestone** County Appraisal District. Eligibility requirements are subject to change. Any Rollback Taxes imposed by **Limestone** County for unauthorized change of use shall be the responsibility of the owner.
- D.9. **Pets and Animals:** Pets creating excessive noise or posing a nuisance to the peaceful enjoyment of neighboring owners' property is not permitted. Dogs, cats, or other domestic pets are not permitted to run unattended outside the fenced confines of the lot. No swine shall be raised, bred, or kept in a commercial capacity. Under no circumstances shall a stockyard, kennel, or any other animal facility of a commercial nature be permitted. Livestock must be properly fed, maintained, and sheltered as recommended by local Farm Bureau Standards. Abandoned, Malnourished, or otherwise neglected cattle

and livestock that constitute a Health and Sanitation Code Violation will subject the owner to civil and criminal penalties.

- D.10. **Wastewater Treatment Facilities:** If occupied by a residence; a septic system must be constructed in accordance with all federal, state, and local standards. No outside privies, or toilets, shall be permitted. All toilets shall be inside the dwelling. The drainage of sewage into a road, street, alley, ditch, or any waterway, either directly or indirectly, is prohibited. In addition, such action is a violation of Chapter 26 of the Texas Water Code and of the Texas Water Quality Board Order No. 76-1216-4 dated 12-16-76 and is subject to civil and criminal penalties. Each Owner shall maintain its septic system (and all sprinkler and other associated systems) at all times in accordance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations (including but not limited to all setback requirements and restrictions), Septic systems must be maintained so as not to emit noxious odors or otherwise constitute a nuisance under applicable law.
- D.11. **Waste Materials and Junk Vehicles:** Waste materials must be kept in closed containers at all times. Clotheslines, LP Gas storage tanks, and mobile home tongues must be enclosed and hidden from view. Property must be kept free of any refuse, debris, trash, and/or garbage. Burying or dumping of garbage, junk, trash, oil, petroleum, or other liquid or solid waste or littering of any kind on any parcel is strictly prohibited. No lot may be used for the storage of material or equipment except when necessary for the construction of improvements on the lot. Refrigerators and other large appliances shall not be placed outdoors. All yard equipment or storage piles shall be kept screened so as to conceal them from the view of neighboring lots, streets, or other properties. No derelict vehicles, boats, buses, vans, or trailers may be kept on any parcel unless kept in an enclosed garage. Derelict vehicles are defined as any vehicle that either does not run and/or is not licensed and registered with the state.
- D.12. **Environmental Protection:** The beauty of the property is in the mixture of trees and open space. Trees having a minimum trunk diameter of six inches and measuring two feet above ground level may only be cut if the following conditions are met: a) are dead or dying or; b) removal is required to clear land for building sites, access roads, fire prevention, enable installation of utilities, view corridors, or recreational open space. Commercial wood harvesting is prohibited. Excavation and selling of surface or subsurface rock are prohibited. Any natural streams or springs on this property may not be dammed or re-routed and no foreign substances may be introduced into the waters thereof.
- D.13. **Fire and Burn Bans:** Owners must comply with any local burn bans that may be in effect and should never leave any active fire unattended to prevent a brush fire. Burning of toxic materials is strictly prohibited.
- D.14. **Firearms:** The use or discharge of firearms is expressly prohibited. Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from any of the access roads within the property.

- D.15. **Road Maintenance:** The individual owners are responsible for road maintenance to private access roads. Deeded easements have been recorded for all roads. No commercial vehicles are permitted to use the road. If it is necessary for a lot owner to bring in heavy equipment or material trucking, and if any road damage is incurred because of said usage, the owners of said vehicles and/or equipment will be required to repair the road back to its original condition. If owners of said vehicles and/or equipment are not the property owners, then the property owner will ultimately be financially responsible for any damage done and no other owners will be required to contribute financially. Delivery trucks are permitted to use the access roads.
- D.16. **Fencing Standards:** No fence shall be installed inside of the easements provided for roads, drainage, and utilities. New fence installations may begin at the easement line(s) and along the boundaries of each tract. A minimum 5-strand barbed wire fence or a minimum 4-board wooden fence using 2" x 6"s material shall be maintained as the minimum standard for aesthetics. No rotting, frail, dilapidated, or crooked, leaning, or unsightly fencing shall be installed.
- D.17. **Additional Subdivision of Parcels:** No parcel or lot may be subdivided further.
- D.18. **Utility/Water Installation:** Any utility construction on a lot shall be the lot owner's responsibility at the lot owner's sole expense. Any well drilled on a lot will also be the owner's responsibility and sole expense. Well permits must be obtained from the county if required.
- D.19. **Structure/Fencing Setbacks:** No structure (other than fencing and mailboxes) of any kind shall be built or permitted within fifty (50') feet of any access road or within fifty (50') feet of any property boundary.
- D.20. **Easements:** No structures or improvements may be erected by Owners upon or placed within the road, drainage, and utility easements as shown on the Plats. Any public utility company providing or furnishing electricity, water, telephone, cable, internet or gas may be granted a perpetual right and easement to locate upon any Lot or Area within the Property, anchors and guy wires for telephone or electric transmission poles, which may be built within the roadways and other easements and common areas as shown on the Plat, together with the right of ingress and egress thereto for the purpose of construction, repairing, maintaining, or replacing the same.
- D.21. **Hazardous Activities.** No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms will be discharged on the Property (except as allowed by law for the defense of a person or property), and no open fires will be permitted (except within safe and well- designed interior fireplaces or in contained barbecue units or outdoor fire pits while attended and in use).
- D.22. **Compliance with the Restrictions.** Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time, unless a written waiver is

granted by the Declarant or two-thirds (2/3) of the Owners of the Property. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, an aggrieved Owner, or, if applicable, any Municipal Utility District having jurisdiction over the Property.

- D.23. **Enforcement.** If any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated any restriction or provision herein, it shall be lawful for the Seller an/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives, guests, tenants, lessees, or licensees and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
- D.24. **No Warranty of Enforceability.** While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.
- D.25. **No Duty to Seek Enforcement.** Neither the Declarant, nor Declarant's directors nor officers, agents, employees, associates, contractors, or sub-contractors of the Declarant shall have any duty or shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these covenants. An exercise of discretionary authority by the Declarant concerning a restrictive covenant is presumed reasonable unless a court determines by a preponderance of evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

E. Amendments

- E.1. The Owners of two-thirds (2/3) of the total number of lots then contained within the Property always have the power and authority to amend these Covenants and Restrictions, in whole or in part, at any time and from time to time; provided, during the Development Period no amendment is effective unless and until approved in writing by Declarant.

F. Subordination

- F.1. No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the Property or any parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

G. Miscellaneous

- G.1. **Binding Effect.** The restrictions in this instrument will run with the land and will bind all persons having any right, title, or interest in or to the Property or any part of such property, and their heirs, successors, and assigns.
- G.2. **Assignment of Declarant.** Despite any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of these privileges, exemptions, rights, and duties.
- G.3. **Construction.** The provisions of the Restrictions will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for the convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration.
- G.4. **Term.** These covenants, restrictions 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 being first impressed upon said property and Subdivision, after which time said restrictions, covenants, and conditions, shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners in said subdivision has been recorded, agreeing to a change in said Subdivision, agreeing to a change in said restrictions, covenants and conditions, in whole or in part.