



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 violation of any such provisions, including, but not limited to a proceeding to restrain or prevent such 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 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 property in the subdivision to bring any proceeding at law or in equity against the person or persons 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. With the exception of Tract One (1), 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 subdivision shall be used as a residence for a single-family and for no other purpose. Tract One (1) may be used exclusively for commercial purposes or a combination of commercial and residential purposes.

8. With the exception of Tract One (1), no building shall be erected, altered or permitted to remain on any lot within the subdivision other than one single-family dwelling, which includes double wide mobile homes which are less than five (5) years old when moved on the property, but excludes single wide mobile homes which are not permitted, a private garage (or other covered car parking facility) and other outbuildings (i.e. barn, well house, shop and etc.). Tract One (1) may be used exclusively for commercial purposes or a combination of commercial and residential purposes.

9. The living area of each single-family residential dwelling ( exclusive of open or screened porches, terraces, driveways, garages or other car parking facilities and outbuildings) shall not be less than 1,500 square feet, if a one-story dwelling, and not less than 1,800 square feet, if a two story dwelling. Each dwelling must also include a garage or covered carport of a minimum of 400 square feet. The residential dwelling and garage must be constructed upon the site and no pre- fabricated or move-in structures will be allowed except double wide mobile homes less than five (5) years old. All structures shall be constructed of wood, sheet-iron, concrete blocks, or bricks, or a combination thereof.

10. No building, of any type, shall be located nearer than fifty (50) feet from the lot boundaries adjoining the highways.

11. No lot in the subdivision shall be re-subdivided in any fashion or manner except by the Declarant or with the Declarant' approval in writing, which written approval shall be filed for record in the office of the County Clerk of Walker County, Texas.

12. All buildings constructed upon any lot within the subdivision must be "dried in" within six (6) months from the date construction commences and fully completed within twelve (12) 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, single wide mobile home, 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 for bonafide servants if the same does not violate any other terms and provisions contained in this instrument and is approved in writing by the Declarant.

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

15. With the exception of Tract One (1), no business of any kind shall be conducted on or from any lot with the exception of the business of the Declarant, it's successors, assigns, and agents in developing and selling lots situated within the subdivision 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. Tract One (1) may be used exclusively for commercial purposes or a combination of commercial and residential purposes.

16. No noxious or offensive activity shall be carried on, in or on any lot within the subdivision. Sheep, goats, swine, chickens, horses, cattle, livestock and poultry, plus dogs, cats, and other household pets may be raised, bred and kept on lots within the subdivision provided they are not kept, bred or maintained for commercial purposes. Provided, however, that the number of sheep, goats, swine, horses and cattle shall be limited to one animal of each group per each two (2) acres owned and chickens shall be limited to ten (10) per acre.

17. No septic tank, grease trap, field lines or any single home waste water disposal system shall be installed on any lot within the subdivision unless the builder or owner of the improvements for said lot having first made application to and received approval from the Walker County Health Department for said home waste water disposal system. All home waste water systems shall be of the alternative sewage disposal system methods (i.e. aerobic system) meeting current Texas Natural Resource Conservation Commission and Walker County, Texas regulations. No outside toilets shall be permitted upon any lot within the subdivision 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 property situated within the subdivision or into any stream, creek or other body of water. However, manufactured portable toilets shall be allowed during construction phase of a home. Drainage of septic tanks to roads, streets, or any drainage area either directly or indirectly is strictly prohibited.

18. With the exception of Tract One (1), no sign of any kind shall be displayed to public view on any lot within the subdivision, except customary name and address signs and lawn signs of not more that three square feet in size advertising a property for sale or rent. As Tract One (1) may be used for commercial purposes, commercial signs may be placed on it.

19. Nothing shall be done or kept on any lot within the subdivision 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 subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots or building sites shall keep all weeds and grass thereon cut and shall in no event use any lot or building site within the subdivision except Tract One (1) for storage of material equipment except for normal residential requirements.

21. As used herein, the word "Declarant" shall mean Dawson Legacy Investments, LLC a Texas Limited Liability Company and MSG Equity Investments, LLC, a Texas Limited Liability Company, it's successors and assigns.

22. As used herein, the word "lot" shall mean any tract or parcel of land as shown on the recorded subdivision plat referred to above with the exception of the streets or roads.

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 Declarant and it's successors and assigns.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**DAWSON LEGACY INVESTMENTS, LLC**  
**A Texas Limited Liability Company**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**MSG EQUITY INVESTMENTS, LLC**  
**A Texas Limited Liability Company**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF WALKER         §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, an authorized officer of DAWSON LEGACY INVESTMENT, LLC, a Texas Limited Liability Company, on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
The State of Texas.

THE STATE OF TEXAS           §  
  §  
COUNTY OF WALKER         §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, an authorized officer of DAWSON LEGACY INVESTMENT, LLC, a Texas Limited Liability Company, on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
The State of Texas.