

EXHIBIT C:  
DEED RESTRICTIONS, COVENANTS,  
RESERVATIONS AND EASEMENTS

These deed restrictions, covenants, reservations and easements are executed by D & N Ventures, Inc. hereinafter referred to as "Developer", and shall apply to all lots sold by Developer to which this document is attached. Although it is anticipated that Developer will sell from time to time one or more lots, which will be subject to restrictions, these Restrictions apply only to lots sold by Developer with deeds to which these Restrictions are attached. Developer reserves the right to sell any other property owned by Developer under any restrictions Developer may deem to be advisable.

1. Use.

- A. The property shall be used for residential purposes only. No professional, business or commercial activity to which the general public is invited shall be conducted upon the property.
- B. The property shall be used for one single-family residence. No duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted.

2. Setbacks-Easements.

- A. No improvement shall be constructed on any lot within twenty-five (25) feet of the front lot lines, within ten (10) feet of the rear lot lines and within ten (10) feet of the side lot lines, except fences which may be constructed on the lot lines.
- B. There is hereby reserved for Developer and Developer's assigns, a ten (10) foot wide utility and drainage easement along the front, rear and side lot lines of the lot for the installation and maintenance of utilities and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct, or retard the flow of water through drainage channels in such easement. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, or fences or to other property of the lot owner situated within said easement.

3. Subdividing and Consolidations.

A lot may not be subdivided or split. Any person, however, who owns two or more lots may consolidate all of said lots into one building site, and in such event the easements and setback lines between two consolidated lots shall be extinguished.

4. Minerals.

For Developer and Developer's successors and assigns there is hereby reserved all of the oil, gas and other minerals that are in and under the property and that may be produced from it.

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5. Miscellaneous.

- A. No noxious or offensive activity shall be conducted on the lot that may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing provision, devices emitting excessive noise, noisy or smoky vehicles, devices which interfere with television or radio reception, or any unlawful activity shall be considered offensive.
- B. No commercial raising of cattle, horses, swine, emus, ostriches, dogs, cats, chickens, etc. will be permitted. No feed lots of any type shall be allowed. Developer has the sole right to determine what constitutes a feed lot.
- C. All lots shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled. Lots may not be used or maintained as a dumping ground for rubbish, trash, garbage, old motor vehicles or for other similar purposes. Within ten (10) days after written notice that property is in noncompliance, buyer must bring residence into compliance. If resident fails to do so, developer has the option of bringing property into compliance and submitting bill for services to buyer. Payment for such services must be received with ten (10) days of submitting bill or buyer will be considered in default of contract.
- D. Before any residence is inhabited, all its plumbing must be connected to either a municipal sewer system or a septic system which is built and maintained in conformity with the rules and regulations of the State of Texas, the County of Hill and any state or county agency which is charged with the duty of inspecting and enforcing sewage septic systems. No outside toilet or privy may be erected or maintained on the lot.
- E. Any mobile home installed on a lot must be a new doublewide and have underpinning which matches the exterior of the home which is installed in a neat and professional manner.
- F. No makeshift fences will be allowed. All fencing must be neat, straight and built with proper and regular fencing material. Developer reserves the right to be the sole judge as to whether or not this requirement is in compliance with these restrictions.
- G. The water drainage and flow coming onto, flowing through or running off of any lot shall not be changed or restricted without written consent from Developer.
- H. Until warranty deed has passed from Developer to Buyer, no extensive tree cutting will be permitted without written consent from Developer. Developer reserves the right to determine extensive.

D+N Ventures Inc.      Jack Vandy      6-4-99  
Developer                      Buyer                      Date

R P L

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STATE OF TEXAS  
COUNTY OF HILL

I hereby certify that this instrument was FILED on the date  
and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the Official Public  
Records of Hill County, Texas.



*Ruth Pelham*

County Clerk, Hill County, Texas

BY *J. Hilton* DEPUTY

RECORDED *6-4-99*

FILED  
AT *8:30* O'CLOCK *A* M  
ON THE *4* DAY OF *June*  
A.D., 19 *99*

Ruth Pelham

COUNTY CLERK, HILL CO. TEXAS

*W. Wade Stewart*  
DEPUTY

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