

Mesquite Creek Development restrictive covenants which shall be included in the conveyance:

1. The Property may only have one (1) single family residence and said residence shall not be smaller than 1200 square feet. Alternatively, the Property may have no office or commercial building less than 1200 sq feet.
2. The Property may not be subdivided for a period of three years from the date of purchase. The Property may not be divided into more than two parcels and each parcel must be at least two acres.
3. Commercial operations are allowed but no bars, gravel or sand operations, landfills, dumpsites, salvage yard or commercial storage facilities may be maintained on the Property.
4. No billboards will be allowed on the Property for a period of three years after date of purchase.
5. Modular or manufactured homes are not allowed on the Property. No storage containers or mobile office (aka "mobile minis") may be used as a residence or as office.
6. No feedlot nor swine of any kind shall be allowed on the Property. Other domestic farm animals will be allowed only to the extent sustainable by the natural forage of the property and not to exceed two (2) small animals per 1 acre and one (1) large animal per 3 acres and such livestock may not create a nuisance including unreasonable noise or odor to the other parcels.
7. Non-working, inoperative vehicles, wrecked vehicles, or junk yards will not be allowed to remain on the Property.
8. Seller conveys oil, gas and other mineral rights, if any. No excavation or mining of sand, gravel or other minerals on the Property. No open pit or other excavation that might interfere with the surface (or subsurface support) of the Property.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate to be conveyed by Seller with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface of the Property or the subsurface support of any improvements constructed or to be constructed on the Property.