

This CORRECTION DECLARATION OF RESTRICTIVE COVENANTS is executed as a Correction Declaration of Restrictive Covenants given and accepted in place of that Declaration of Restrictive Covenants executed by Roger W. Goerlitz and Kari R. Goerlitz Managing Members of Goerlitz, LLC and Kristie Raye Marth, Managing Member of Marth Realty, LLC and recorded in Volume 1790, Page 934 of the Official Public Records of Washington County, Texas, wherein by error or mistake the definition paragraph referenced an Exhibit "A" which was incorrect. This Correction Declaration of Restrictive Covenants does hereby correct the error and confirm the aforesaid Declaration of Restrictive Covenants, and it shall be effective as of and retroactive to July 30, 2021.

CORRECTION Declaration of Restrictive Covenants

Date: August _____, 2021

Declarants: Goerlitz, LLC, a Texas limited liability company

Marth Realty, LLC, a Texas limited liability company

Declarants' Address:

Goerlitz, LLC
P.O. Box 2409
Brenham, Washington County, Texas 77834

Marth Realty, LLC
4455 Highway 290 W.
Brenham, Washington County, Texas 77833

Lomax Harmel Tract Restrictions

Definitions. In these Restrictions (i) "Property" means the eight plots of land shown on and as more particularly described on Exhibit "1" attached hereto and incorporated by reference herein, (ii) "Lot" means each of the separate tracts of land as may be subdivided from the Property or as hereafter created out of the said Property as permitted by these Restrictions and upon which a single family residence is or may be built, and (iii) "Owner" means, whether one or more persons or entities, the owner of the fee simple title to a Lot as evidenced by instrument(s) duly recorded in the office of the County Clerk of Washington County, Texas.

Permitted use. A Lot may be used only for a main residence for use and occupancy by a single family and one additional unrelated person, a secondary residence for use as a guest house used for the temporary occupancy of Owner guests, and not more than one outbuilding for each three acres contained within the Lot. For example, if a Lot contains eleven acres, not more than three outbuildings are permitted as to that Lot. Outbuildings include without limitation workshops, office space, storage sheds and a pool house, whether or not air conditioned.

Animals and livestock. Animals and livestock, including emu's and ostrich, but not including hogs or poultry except as stated below, may be kept, bred, and maintained upon a Lot or within the Property subject to the following conditions:

- a. All horses, cattle, or other livestock shall be kept enclosed by suitable fencing.
- b. 4-H and FFA school sponsored programs are permitted.

- c. Chickens for personal consumption and/or pets are permitted.
- d. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

Prohibited Activities. The following is prohibited upon any Lot or within the Property:

- a. Any illegal activity that violates state, federal or regulatory codes;
- b. Any nuisance, noxious, or offensive activity;
- c. Any dumping, accumulation, or storage of rubbish;
- d. Any storage of-
 - i. Building materials except during the construction or renovation of a residence or a structure;
 - ii. Vehicles in sight of other Lots, excluding any vehicles in a garage or other enclosed structure or operable automobiles or trucks which are not larger than a one-ton pick-up truck in a driveway or drive; and
 - iii. Unsightly objects unless completely shielded by a structure;
- e. Any exploration for or extractor of minerals or commercial water;
- f. Any non-agricultural commercial or professional activity, except for a home office. Further, the breeding raising or holding of any swine or poultry for commercial purposes is prohibited;
- g. The drying of clothes in a manner that is visible from any road or other Lot;
- h. The display of any sign except—
 - iv. One not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - v. Political signage if and as permitted by law;
- i. Installing or visibility storing a mobile home, manufactured home, manufactured home, motor home, or house trailer on a Lot;
- j. Moving a previously constructed house onto a Lot;
- k. Interfering with a drainage pattern or the natural flow of surface water in any manner prohibited by law;
- l. The excessive or non-personal use of any firearms, explosives or other weapons or the use of any of the same in such manner as to constitutes a nuisance; and.
- m. Feed lots

Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site.
- b. *Subdivision.* No Lot may be further subdivided into any lot smaller than five (5) acres after the first sale of the Lot as herein provided.
- c. *Completion of Construction.* Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance withing eighteen (18) months from the commencement date.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the residence, and allstructures in a neat, well-maintained, and attractive condition.
- e. *Excavation.* Exempt for the construction of ponds and tanks capable of holding water during the majority of the year, exposed openings resulting from excavation on any Lots shall be backfilled and disturbed ground shall be leveled and reseeded with fiber mulch, blanket

seeding or sod.

- f. *Septic Tanks.* No residential dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system that is so approved.

2. *Residences and Structures*

- a. *Structure Type.* Only single-family residential dwellings and other structures, outbuildings and related appurtenances ordinary to residential living and farming and ranching shall be permitted.
- b. *Maximum Height.* The maximum height of a residence is two (2) stories.
- c. *Required Area.* The total area of a primary residence, exclusive of porches, garages, or carports or other non-heated or air-conditioned structures, must be at least one thousand eight hundred (1,800) square feet.
- d. *Location on Lot.* No residence or outbuilding may be in violation of the setback lines, which shall be: front setback facing street of one hundred feet (100'); Rear Setback of thirty feet (30'), and common boundary between lots or side setback of fifteen feet (15').
- e. *Fences and Gates.* All fences and gates must be maintained and shall be functional and aesthetically compatible and shall not be rusted.
- f. *Traffic Sight Lines.* No landscaping or structures that obstruct traffic sight lines may be placed on any Lot.
- g. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

Remedial Rights

1. *Costs, Attorney's Fees, and Expenses.* Any non-compliant Owner is liable to any other Owner authorized to enforce these Restrictions for all costs and reasonable attorney's fees incurred in enforcing these Restrictions.
2. *Judicial Enforcement.* An Owner may bring an action against another Owner to enforce or enjoin a violation of these Restrictions.

General Provisions

1. *Term.* These Restrictions run with the land and shall bind all owners for a period of fifteen (15) years. Thereafter these Restrictions shall automatically terminate and become null and void unless otherwise amended as set forth below.
2. *No Waiver.* Failure by any Owner to enforce these Restrictions is not a waiver.
3. *Amendment.* These Restrictions may be amended or terminated at any time, in whole or in part, by written agreement signed by the Owners of not less than sixty-seven percent (67%) of the total acreage then contained in the Property. Any such amendment or termination shall be affected only by a written instrument duly filed in the Official Public Records of Real Property of Washington County, Texas.
4. *Severability.* If a provision of these Restrictions is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of these Restrictions, and these Restrictions are to be construed as if the unenforceable provision is not a part of these Restrictions.

5. *Notices.* All notices must be in writing and must be given as required or permitted by law. Notice by mail is deemed delivered (whether actually receive or not) when properly deposited with the United States Postal Service, addressed to an Owner, at the Owner's Lot address and the Owner's last known address of record with the Washington County Appraisal District. Unless otherwise required by law, actual notice, however delivered, is sufficient.
6. *Completion of Initial Sales.* Upon the completion of the first sale of each and all of the Lots within the Property, the responsibility for maintaining these Restrictions will go solely to the Owners of the Property.
7. *Grandfather Clause.* A Lot, residence, structure or improvement that lawfully exists as of the effective date of these Restrictions is considered "nonconforming" and may continue, provided that these Restrictions, as applicable, will apply to any remodeling and/or additions to a nonconforming improvement and to any new improvement. A nonconformity loses its allowable (grandfathered) status at such time as the Lot, residence, structure, or improvement comes into compliance with these Restrictions, and thereafter the nonconformity may not resume. In the event a nonconforming improvement is damaged or destroyed by fire or other casualty not intentionally or recklessly caused by the Owner or the Owner's agent, the permitted nonconformity may resume.
8. These Restrictions are effective (the "effective date") upon the filing of these Restrictions in the Official Public Records of Real Property of Washington County, Texas.

Approved:

Goerlitz, LLC, a Texas Limited Liability Company,

 Roger W. Goerlitz, Managing Member

 Kari R. Goerlitz, Managing Member

STATE OF TEXAS)

COUNTY OF BURLESON)

Before me, _____, on this day personally appeared Roger W. Goerlitz and Kari R. Goerlitz, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of Goerlitz, LLC, a Texas Limited Liability Company, as its Managing Member, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

 Notary Public, State of Texas

My commission expires: _____

Marth Realty, LLC, a Texas Limited Liability Company,

Kristie Raye Marth, Managing Member

STATE OF TEXAS)

COUNTY OF BURLESON)

Before me, _____, on this day personally appeared Kristie Raye Marth, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of Marth Realty, LLC, a Texas Limited Liability Company, as its Managing Member, known to me to be the persons whose name is subscribed to the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of Texas

My commission expires: _____



In Re: 96.545 Acres
All of a called 4.781 Acre tract
All of a called 93.08 Acre tract
Obadiah Hudson Survey
Abstract No. 63
Washington County, Texas

All that certain tract or parcel of land situated in Washington County, Texas, being a part of the Obadiah Hudson Survey, Abstract No. 63, being all of a called 4.781 Acre tract (First Tract) and all of a called 93.08 Acre tract (Second Tract) conveyed from John J. Hicks, et ux to Norris Rhode by deed dated January 31, 1990, recorded in Volume 620, Page 122 of the Official Records of Washington County, Texas, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a point within the Right-of-Way of Lomax Harmel Road (County Road), on the common line between the said Hudson Survey and the Samuel Hinch Survey, Abstract No. 60, at the east corner of a called 19 $\frac{3}{4}$ Acre tract (Tract 1 – 2nd Tract) conveyed to Maxine Arndt in Volume 534, Page 076, for the common north corner of the said 93.08 Acre tract and of this tract from which a found 3" steel fence corner post bears: S 42°40'12" W – 20.00';

THENCE S 47°29'39" E - 3108.74' continuing within the said Right-of-Way of Lomax Harmel Road, along the common line between the said Hudson and Hinch Surveys, the northeast line of the said 93.08 Acre tract to a point at the north corner of a called 4.18 Acre tract (Tract 1a) conveyed to Kevin Englet, et ux in Volume 1740, Page 345, for the common east corner of the said 93.08 Acre tract and of this tract;

THENCE along the common line between the said 4.18 Acre tract and a called 3.94 Acre tract conveyed to the said Kevin Englet, et ux in Volume 1740, Page 345, respectively, and the said 93.08 Acre tract and the said 4.781 Acre tract, respectively, for the following courses and distances:

Along the arc of a curve to the right with an arc length of 1360.95', a radius of 2884.17', a chord bearing of S 55°24'12" W and a chord length of 1348.36' to a set $\frac{1}{2}$ " iron rod with red plastic cap marked "TRIAD RPLS 5952" for an exterior ell corner of this tract;

S 69°11'50" W - 1934.31' to a set $\frac{1}{2}$ " iron rod with red plastic cap marked "TRIAD RPLS 5952" on the southeast line of a called 36 $\frac{1}{4}$ Acre tract (Tract 2) conveyed to Maxine Arndt in Volume 534, Page 076, at the west corner of the said 4.781 Acre tract, for the most southerly west corner of this tract;

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457



Project No. S20-339

THENCE N 42°30'21" E - 1991.78' along the common line between the said 36 ¼ Acre tract and a called 47 ½ Acre tract (Tract 1 – 1st Tract) conveyed to Maxine Arndt in Volume 534, Page 076, respectively, and the said 4.781 Acre tract and the said 93.08 Acre tract, respectively, to a found 5" wooden fence corner post at the east corner of the said 47 ½ Acre tract, for a common interior ell corner of the said 93.08 Acre tract and of this tract;

THENCE N 47°37'14" W - 1915.60' along the common line between the said 47 ½ Acre tract and the said 93.08 Acre tract to a point on the southeast line of a called 167.554 Acre tract conveyed to the Reder Family Revocable Trust in Volume 1671, Page 584, at the north corner of the said 47 ½ Acre tract, for a common exterior ell corner of the said 93.08 Acre tract and of this tract from which a found 5" wooden fence corner bears: S 47°37'14" E – 24.87';

THENCE along the common line between the said 167.554 Acre tract and the said 93.08 Acre tract for the following courses and distances:

N 40°31'30" E - 3.68' to a found ½" iron rod at the east corner of the said 167.554 Acre tract, for a common interior ell corner of the said 93.08 Acre tract and of this tract;

N 13°34'00" W - 33.35' to a found ½" iron rod at the south corner of a called 1.479 Acre tract (Tract 3) conveyed to Maxine Arndt in Volume 534, Page 076, for a common exterior ell corner of the said 93.08 Acre tract and of this tract;

THENCE N 42°58'28" E - 287.48' along the common line between the said 1.479 Acre tract and the said 93.08 Acre tract to a found ½" iron rod at the east corner of the said 1.479 Acre tract, at the south corner of the said 19 ¾ Acre tract, for an interior ell corner of this tract;

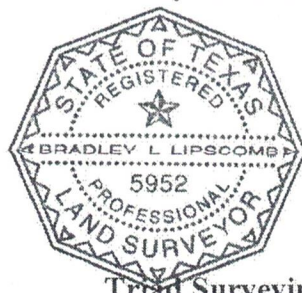
THENCE N 42°40'12" E - 745.22' along the common line between the said 19 ¾ Acre tract and the said 93.08 Acre tract to the **POINT OF BEGINNING** containing within these metes and bounds 96.545 Acres of land of which 0.997 Acres lies within the said Lomax Harmel Road.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 18th day of December, 2020.

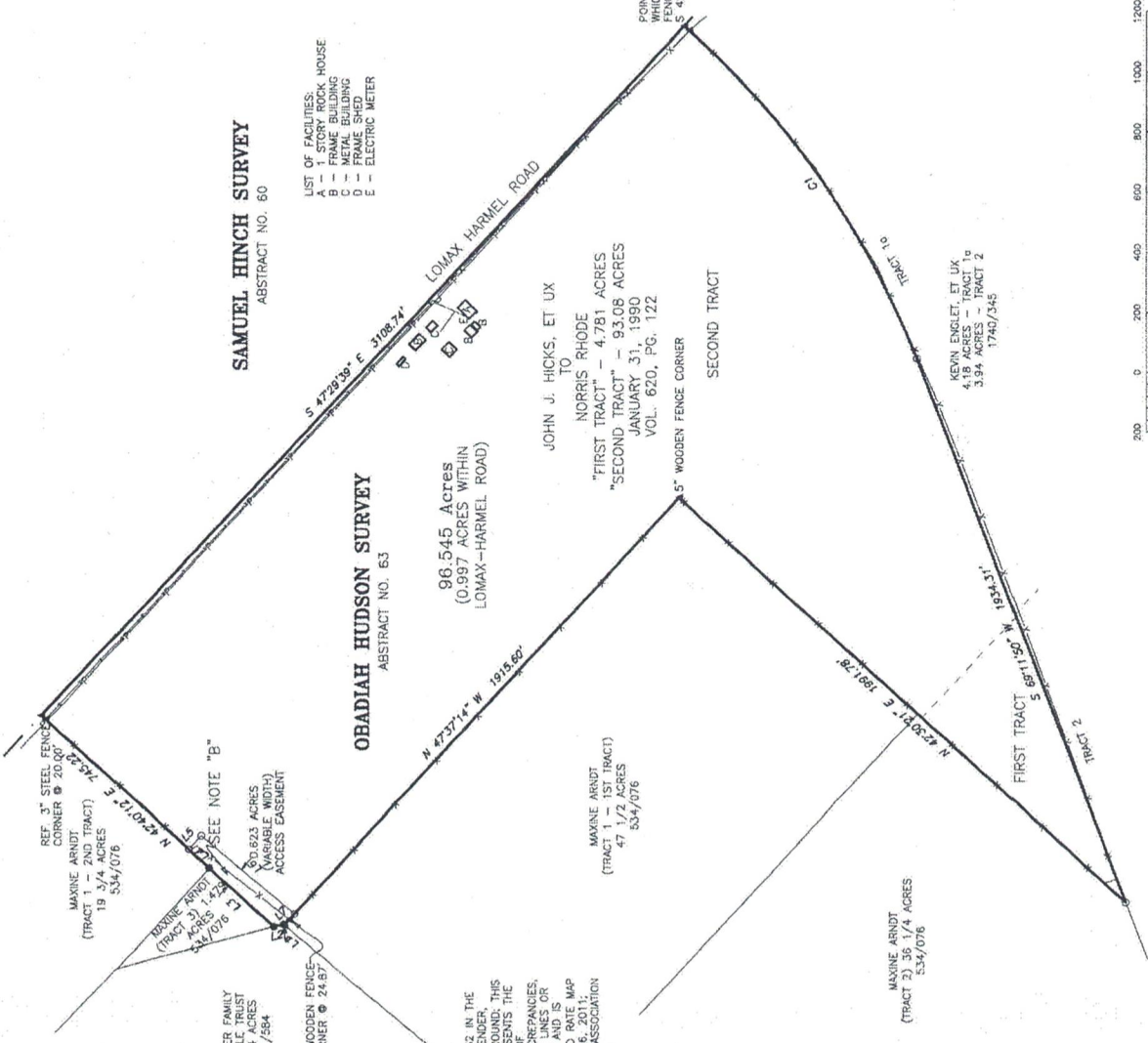

Bradley L. Lipscomb RPLS



Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, TX 76567
(512) 446-3457

Project No. S20-339

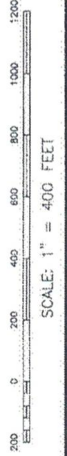
WASHINGTON COUNTY, TEXAS



UPDATED 2/24/2021 FOR EASEMENT FIRM REGISTRATION NO. 100078000
 SURVEYING, INC.
 1311 WEST CAMERON P.O. BOX 1469 ROCKDALE, TX. 76567

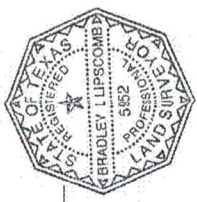
96.545 ACRES
 OBADIAH HUDSON SURVEY
 ABSTRACT NO. 63
 WASHINGTON COUNTY, TEXAS

Completion Date: 2/18/20 Drawn by: BL
 Scale: 1" = 400' Surveyed by: JS/DM
 Project No. S20-338 Checked by: BL



I, BRADLEY L. LIPSCOMB, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952, IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO THE TITLE AGENCY, UNDERWRITER, LENDER, MORTGAGE CO. AND/OR PURCHASER THAT THIS SURVEY WAS MADE ON THE GROUND. THIS PLAN HEREON AND THE FIELD NOTES ATTACHED TRULY AND CORRECTLY REPRESENTS THE BUILDINGS AND IMPROVEMENTS AS SHOWN. THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN. HAS ACCESS TO A DEDICATED ROADWAY AND IS ENTIRELY WITHIN ZONE "X" OF THE FLOOD HAZARD AREA ACCORDING TO FLOOD RATE MAP 5728811N AND 5728811S. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SURVEYORS' ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION IV SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF DECEMBER, 2020.



BRADLEY L. LIPSCOMB, RPLS.

LINE	BEARING	DISTANCE
1	N 40°31'30" E	1.68'
2	N 33°42'00" W	33.35'
3	N 42°40'12" E	1.6278'
4	S 47°19'48" E	60.00'
5	S 47°19'47" W	369.56'
6	N 47°19'48" W	500.00'
7	N 47°19'48" W	500.00'
8	S 47°19'48" E	114.6836'
9	S 47°19'48" E	114.6836'

BRADLEY L. LIPSCOMB, RPLS. 5952
 2884.17 13.60.95 114.6836
 534.076 1871.594 187.554 1871.594