

**DECLARATION OF RESTRICTIONS FOR
LOT 1, LOT 2, AND LOT 3 OF THE MENDEZ SUBDIVISION**

STATE OF TEXAS

COUNTY OF AUSTIN

THAT this Declaration of Restrictions (hereinafter referred to as the "Declaration") is made on the date hereinafter set forth by Rosendo Mendez, who is a single man and is hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner and of that certain property known as the Mendez Subdivision located in Austin County, Texas, according to the map or plat (hereinafter referred to as "Subdivision Plat") thereof recorded in Volume 2, at Page 169 of the Plat Records of Austin County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions upon and against Lot 1, Lot 2, and Lot 3 of the Mendez Subdivision to insure a uniform plan for the develop of Lot 1, Lot 2, and Lot 3 of the Mendez Subdivision for the benefit of both the present and future owners of Lot 1, Lot 2, and Lot 3 of the Mendez Subdivision; and

WHEREAS, Lot 4 is also included in the Mendez Subdivision but none of the restrictions contained in this Declaration shall apply to Lot 4 of the Mendez Subdivision.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon Lot 1, Lot 2, and Lot 3 of the Mendez Subdivision the following restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lot 1, Lot 2, and Lot 3 of the Mendez Subdivision, which provisions of the declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

1. "Lot" shall mean and refer to any plot of land shown upon the Subdivision Plat, other than Lot 4.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title of any Lot or portion thereof which is a part of the Mendez Subdivision, other than Lot 4. However, notwithstanding anything to the contrary contained herein, the definition as set out in this paragraph shall not include the owner of any of the oil, gas and other minerals in and under the any Lot and/or the owner of any easement which may be located on a Lot.

3. "Single Family Dwelling" shall mean and refer to a structure on any Lot which is subject to this Declaration which is designed and intended for occupancy and use as a principal residence by a single family or by persons living together as a single housekeeping unit. Each Lot is hereby restricted exclusively to single family residential

use, unless otherwise provided for herein. No Lot shall be used for business or commercial purposes. No more than one Single Family Dwelling may be constructed and located on a Lot. In addition to the Single Family Dwelling, one (1) guest house may also be located on a Lot and, in addition, accessory structures and buildings may be located on a Lot. Accessory structures and buildings include barns, garages, work shops, and other outbuildings. However, no accessory structures may be used as a residence and the only structures that may be used as a residence is the Single Family Dwelling and the guest house which may be located on a Lot.

4. The owner of a Lot may maintain livestock, including horses, cattle, goats, emu, ostrich and/or poultry, may be kept, bred, and maintained on any Lot subject to the following conditions:

- All livestock shall be kept enclosed on the Lot by suitable fencing.
- Livestock shall not be allowed to run free, other than within the Lot.
- No swine may be kept on a Lot other than one (1) animal per acre and may only be maintained for personal consumption or for F-H, FFA or other school sponsored programs for youth who reside on the Lot.
- Poultry, including, but not limited chickens and turkeys may be maintained on a Lot except that the number shall be limited to twenty-five (25) per acre and such poultry may only be maintained for personal consumption, as pets or for F-H, FFA or other school sponsored programs for youth who reside on the Lot.
- Horses and cattle may be maintained on a Lot except that feed lots may not be located on a Lot.
- Domesticated/household pets may be maintained on a Lot.

5. Gardening, including the growing of fruits and vegetables, shall be permitted on a Lot. Gardening shall be done for household use only.

6. Before any Single Family Dwelling is constructed on a Lot, a septic tank or other sewage disposal system conforming to all applicable laws, rules and regulations shall be constructed on the Lot. No one may reside on any Lot, either temporarily or permanently, unless the Lot is served by a water well or other approved water system and electricity. Any water well and/or sewage disposal system shall be maintained regularly and shall not cause any environmental hazard or offensive odor.

7. Each Single Family Dwelling shall be covered on its exterior with either masonry or siding. The living area of any Single Family Dwelling constructed on a Lot shall be, exclusive of open porches and garages, not less than 1,500 square feet of living area on the first floor, and, if two-story, not less than 1,000 square feet of living area on the second floor. Any guest

house constructed on a Lot shall be of no less than 1,000 square feet of living area and shall be no more than one (1) story. Each Single Family Dwelling and all other buildings and other structures located on each Lot shall be constructed in a good and workmanlike manner. Each Single Family Dwelling and/or guest house shall be constructed on-site and no houses may be moved from off-site onto a Lot. All structures constructed on the Lot shall be done after acquiring all permits required by any governmental authority and shall be built according to applicable laws, rules and/or regulations. Any building, structure, or improvements commenced on a Lot shall be completed as to exterior finish and appearance with twelve (12) months from the commencement of the construction.

8. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste. Garbage shall be contained in sanitary containers. The owner of a Lot shall regularly dispose of all rubbish, trash, garbage and other waste which accumulates on the Lot in a sanitary manner and in a location provided for that purpose.

9. No items that constitute a threat to the safety of persons or property, including toxic or volatile chemicals may be kept on a Lot, unless the same are properly stored and used in accordance with the manufacturer's direction, industry standards, and best practices, to mitigate the risk of harm to persons or property.

10. No mobile homes, manufactured homes, prefabricated homes and/or modular home may be located on any Lot.

11. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot which shall be a nuisance.

12. Each Lot shall be maintained in a neat and orderly manner. Any structure located on any Lot that is ever damaged to the extent that repairs are not practicable must be demolished and removed within 270 days and the Lot must be cleared of the damaged structure. Each lot shall be regularly mowed.

13. No structure, other than the Single Family Dwelling, shall be maintained or used on any Lot, at any time, as a residence by any person.

14. All automobiles and any other motor vehicles located on any Lot must have a current license and registration. Operable campers, boats, tractors, trailers, recreational vehicles and other vehicles may be located on any Lot provided that they are owned by the owner of the Lot and provided that they are currently licensed and registered and operable. No Lot shall be used as a salvage yard. Notwithstanding anything to the contrary contained herein, nothing shall prevent the Owner of a Lot from restoring or repairing vehicles on the Lot that the Owner of the Lot or members of his family own.

15. No Lot shall be further subdivided.

16. Notwithstanding anything to the contrary contained herein, none of the restrictions contained herein or any other restrictions shall apply to Lot 4 of the Mendez Subdivision.

17. Any Owner of a Lot and, in addition, the owner of Lot 4, may enforce any of the restrictions contained herein by any lawful means, including obtaining an injunction.

18. These restrictions touch and concern the land and shall run with and constitute a covenant running with the land.

EXECUTED EFFECTIVE the 28 day of January, 2021.

Rosendo Mendez
ROSENDO MENDEZ

STATE OF TEXAS

COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on the 28 day of January, 2021, personally appeared ROSENDO MENDEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was signed by him and that he executed the same for the purposes and considerations therein expressed.

Maria Rodriguez
Notary Public, State of Texas

