

Declaration of Restrictive Covenants

Basic Information

Date: 3-23, 2022

Declarant: 4-L Texas Land Company, LLC
7211 Middle Creek Road
Schulenburg, Texas 78956

Property: 98.09 acres, more or less, out of the M. Muldoon Survey, A-75, Fayette County, Texas, more particularly described by metes and bounds on Exhibit "A" consisting of 2 pages attached hereto and made a part hereof for all purposes.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means 4-L Texas Land Company, LLC, and any successor or assign that is named as successor in a recorded document, including subsequent owners of a Lot.

"Lot" means each tract of land which is a portion of the Property; said tracts being depicted on the survey attached as Exhibit A

"Owner" means every record Owner of a fee interest in a Lot.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable vehicles on the Lot; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any commercial or professional activity except reasonable home office use;
- g. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- h. installing a mobile home, manufactured home, manufactured housing, motor home, recreational vehicle, camper, fifth wheel campers or house

trailer on a Lot that is visible from a road or an adjacent Lot. Temporary facilities such as travel trailers and motor homes may be utilized during the construction period. However, in no event shall any such temporary facility be allowed to remain on the property longer than one (1) year. This one (1) year period shall be cumulative in nature. Following the completion of construction those temporary facilities such as travel trailers and motor homes may be stored upon the property so long as they are not used as a residence.

- i. interfering with a drainage pattern or the natural flow of surface water;
- j. allowing a renter, guest, or other person who is a registered sex offender to reside at the Property; and
- k. storage of hazardous materials, except during construction, provided such hazardous materials will be utilized within 10 days of delivery
- j. commercial raising of livestock of any type or commercial feedlot type operations, commercial swine operations or commercial poultry. Livestock may be kept and maintained on said lots in numbers not to exceed one (1) animal for each acre. Chickens, ducks, geese or other" poultry shall be allowed if contained within a pen and do not become an annoyance to neighbors. Animals used for non-commercial special projects are allowed, such as a child's participation in FFA, 4H, or other special projects emphasizing education and individual responsibility with animals including poultry and swine.

C. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided, unless the subdivision will result in all subdivided Lots being eleven acres or more in size.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Minimum Size.* Each residence constructed on a lot shall contain not less than 1,000 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and

carports.

- b. *Construction Time.* Any residence constructed or other permanent structures are to be completed within one year from the start of construction.
- c. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.
- d. *Outbuildings.* Outbuildings used in conjunction with residential use of the lots are permitted. All outbuildings including detached garages, workshops and barns must be of good construction, kept in good repair and not used

D. General Provisions

- 1. *Term.* This Declaration runs with the land and is binding in perpetuity.
- 2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
- 3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- 4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of seventy-five percent of the Owners.
- 5. *Severability.* If a provision of this Declaration 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 this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
- 6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
- 7. *Enforcement.* These restrictions may be enforced by Declarant or any Owner. Should an Owner of a Lot violate any of the covenants and restrictions set forth herein, it shall be lawful for any other Owner(s) to file an appropriate lawsuit in the District Court in and for Fayette County, Texas against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, and the prevailing party shall be recover his reasonable attorney's fees incurred in connection with the enforcement of these restrictions.

Declarant:

4-L Texas Land Company, LLC

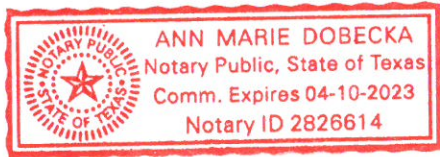


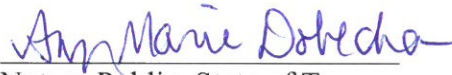
Don F. Dittrich, Manager

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

THIS INSTRUMENT was acknowledged before me on the 23rd day of March, 2022, by Don F. Dittrich, in his capacity as Manager of 4-L Texas Land Company, LLC





Notary Public, State of Texas

Prepared in the office of:
Ryan & Dawson
716 Upton Avenue
Schulenburg, Texas 78956

After recording, return to:
Ryan & Dawson
716 Upton Avenue
Schulenburg, Texas 78956



**BARTON
& ASSOCIATES**
LAND SURVEYING

6113 SARATOGA BLVD. SUITE F, #335 - (361) 208-4284
TEXAS LICENSED SURVEYING FIRM 10194009
THE INTERSECTION OF QUALITY AND EFFICIENCY

98.09 ACRE TRACT

Field Notes Description

Being out of the M. Muldoon League No. 13, Abstract 75, Fayette County Texas, also being the remaining portion of a 141.6 acre tract conveyed from Reglna Olsovsky to Dennis S. Olsovsky by Gift Deed dated August 29, 2003 and recorded in Volume 1230, Page 339 of the Official Records of Fayette County, Texas.

Being more fully described by metes and bounds as follows:

BEGINNING: at a rock, (Y = 13,801,055.17, X = 2,589,951.85), found in the north right of way line of West Highway 90 and at the southwest corner of a 0.71 acre tract conveyed to I.J. Pavlicek, et al in Volume 1288, Page 121 of the Official Records of Fayette County, Texas, for the southeast corner of this herein described tract;

THENCE: along the north right of way line of said West Highway 90 and the south line of this herein described tract with following calls:

N 87°53'03" W -1001.74 feet to a concrete monument found;

THENCE: N 81°59'27" W -201.48 feet to a concrete monument found:

THENCE: N 87°51'51" W -515.14 feet to a fence corner post found at the southeast corner of a 43.47 acre tract conveyed to Adolph J. and Linda Snow Novack, Jr. in Volume 474, Page 954 of the Deed Records of Fayette County, Texas, for the southwest corner of this herein described tract;

THENCE: along the east line of said 43.47 acre tract, the east line of a 78.62 acre tract conveyed to Cynthia Koncaba, et al in Volume 1433, Page 584 of the Official Records of Fayette County, Texas, and the west line of this herein described tract with the following calls:

N 01°47'31" W -1290.44 feet to a 1/2" iron pipe found;

THENCE: N 01°52'28" W -1624.27 feet to a 1/2" iron pipe found;

THENCE: N 01°52'53" W -1017.54 feet to a 1/2" iron pipe found in the east line of said 78.62 acre tract and at the southwest corner of a 29.41 acre tract conveyed to JC and LG, LLC in Volume 2012, Page 134 of the Official Records of Fayette County, Texas, for the northwest corner of this herein described tract;

THENCE: N 88°00'31" E -729.16 feet along the south line of said 29.41 acre tract and the westerly north line of this herein described tract to a 5/8" iron rod with cap stamped "RPLS 6368" set at the northwest corner of a 29.66 acre tract conveyed to Joe J. Kurtz, IV in Volume 630, Page 691 of the Official Records of Fayette County, Texas, for the northerly northeast corner of this herein described tract;

THENCE: S 01°23'18" E -1079.27 feet along the west line of said 29.66 acre tract and the northerly east line of this herein described tract to a 3/4" iron pipe found at the southwest corner of said 29.66 acre tract and the northwest corner of a 104.91 acre tract conveyed to I.J. Pavlicek, et al in Volume 1288, Page 121 of the Official Records of Fayette County, Texas, for an angle corner of this herein described tract;

THENCE: S 02°00'33" E -1545.97 feet along the west line of said 104.91 acre tract and continuing along the northerly east line of this herein described tract to a 5/8" iron rod with cap stamped "RPLS 6368" set at the southwest corner of said 104.91 acre tract, for an interior corner of this herein described tract;

THENCE: N 86°36'11" E -872.72 feet along a south line of said 104.91 acre tract and the easterly north line of this herein described tract to a fence corner post found at a southeast corner of said 104.91 acre tract and the

EXHIBIT A
Page 1 of 2 Pages

southwest corner of a 20.00 acre tract conveyed to Earlene O'Brian Marital Trust in Volume 1571, Page 321 of the Official Records of Fayette County, Texas, for an angle corner of this herein described tract;

THENCE: N 86°54'22" E -112.74 feet along the south line of said 20.00 acre tract and continuing along the easterly north line of this herein described tract to a fence corner post found at the northwest corner of said 0.71 acre tract, for the southerly northeast corner of this herein described tract;

THENCE: S 01°55'15" E -1474.45 feet along the west line of said 0.71 acre tract and the southerly east line of this herein described tract to the **POINT OF BEGINNING**, containing within these metes and bounds a 98.09 acre tract, more or less.

NOTE: A Survey Plat representing a graphic image of this description styled as "98.09 ACRE TRACT" accompanies this document. This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form, including preamble, seal and signature, surveyor assumes no responsibility or liability for its correctness. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*. This description and the accompanying Survey Plat were prepared from record data furnished by the client and was done with the benefit of a Title Report. Surveyor has made no investigation or search for easements or other matters of record that a Title Report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

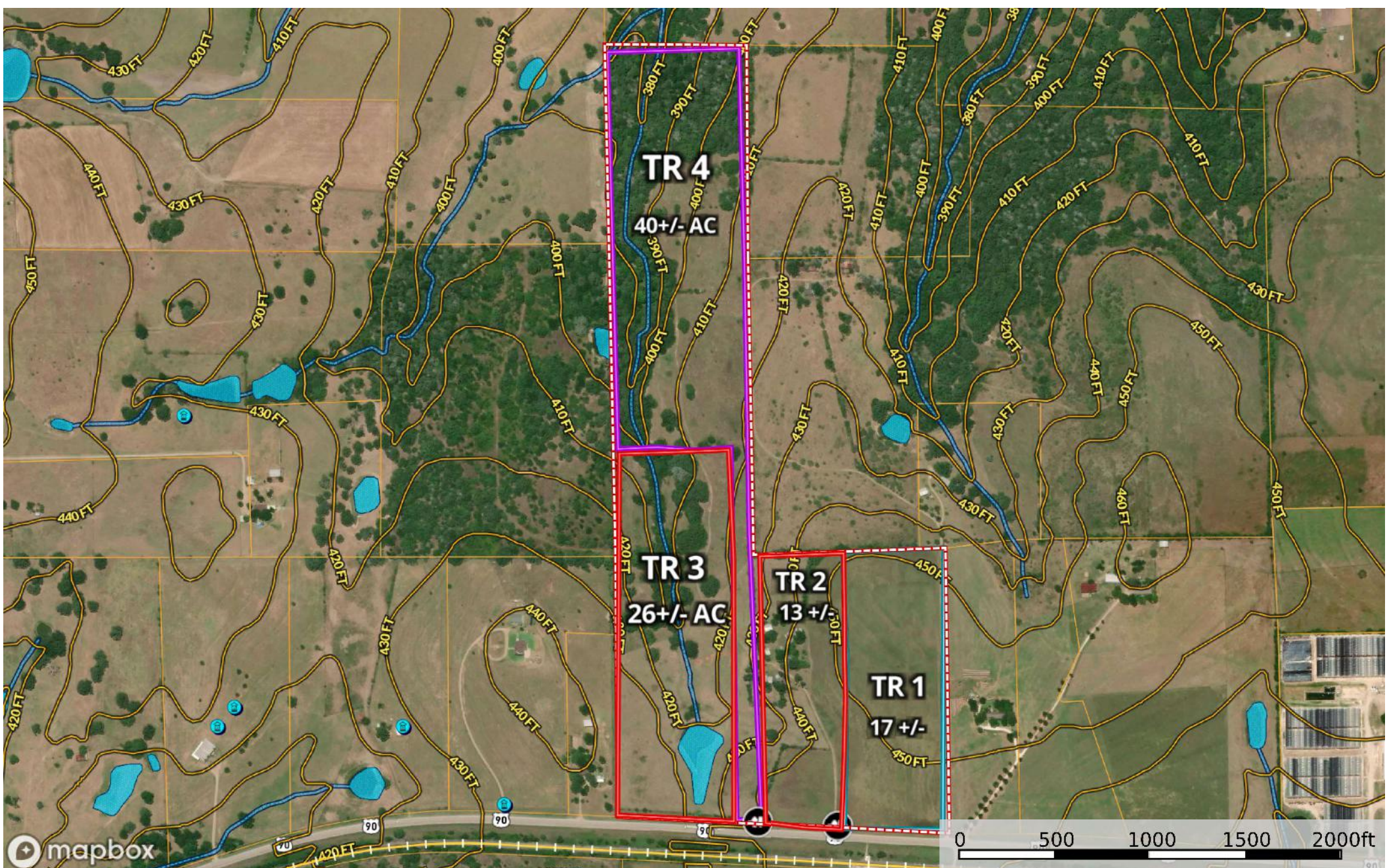
Commitment No. Y210452
December 21, 2021
Job No. 2111038
AF


COLE E. BARTON
R.P.L.S. No. 6368



98 ac Hwy 90 flatonia Divided

Texas, 98.09 AC +/-



Gate	Boundary 2	Boundary 3	Boundary	Boundary 1	Boundary 4	100 Year Floodplain	500 Year Floodplain	Floodway	Special	Unmapped/Not Included	Wetlands	Riparian	Stream, Intermittent
River/Creek	Water Body	Crude Oil	Natural Gas	Other	Water Wells	NOT AVAILABLE	Voltage 0-99 KV	Voltage 100-161 KV	Voltage 220-287 KV	Voltage 345 KV	Voltage 500 KV	Substations	