

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR "THE LAZY SANDIES SUBDIVISION" RESIDENTIAL SUBDIVISION

Revised and restated as of September 1, 2023

Preamble

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for that subdivision named "THE LAZY SANDIES SUBDIVISION" is made on dates hereinafter set forth by the undersigned owners in The Lazy Sandies Subdivision.

Recitals

4-L Texas Land Company, LLC, a Texas Limited Liability Company executed certain restrictions on September 6, 2022, for The Lazy Sandies Subdivision, recorded in Volume 956, page 597, Official Public Records of Lavaca County, Texas, to place certain restrictions on The Lazy Sandies Subdivision, a subdivision in Lavaca County, as set forth on the map or plat thereof. The owners desire to clarify that the intent of Section 2.10 of the original restrictions was not to prevent agricultural use of the property, other than use as a commercial feedlot type operations, commercial swine operations or commercial poultry operation.

Section 4.06 of the original Declaration provides that the original Declaration may be amended by an instrument signed by more than 75 percent of the Owners and recorded in the official records of Lavaca County.

The undersigned are the owners of more than 75 percent of the Lots in The Lazy Sandies Subdivision, and the undersigned desire to amend and restate the original Declaration for The Lazy Sandies Subdivision in its entirety.

Now, therefore, the undersigned, being the owners of more than 75 percent of the Lots in The Lazy Sandies Subdivision, do hereby agree that the original Declaration for The Lazy Sandies Subdivision is amended and changed in its entirety to read as follows:

1. Definitions

- 1.01 "Developer" means Declarant.
- 1.02 "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Volume 1, pages 177 and 178 of the Plat Records of Lavaca County, Texas (the "Map"), on which there is or will be built a single-family dwelling, being Lots 1 through Lot 14. Lot 15 is not included in this definition.
- 1.03 "Owner" means the record Owner or Owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.
- 1.04 "Association" means an incorporated association consisting of all Owners, which shall

have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind. The Association shall not be empowered to act under this Declaration until such time as empowered by Developer which will be by written declaration of empowerment in which Developer relinquishes his authority hereunder filed in the Official Records of Lavaca County, Texas. Until such empowerment, the Association shall serve in an advisory capacity to the Developer.

- 1.05 "Board" means the Board of Directors of the Association.
- 1.06 "Map" shall also mean "Plat" as filed for record in the Plat Records of Lavaca County, Texas.
- 1.07 "Street" shall mean that 60' private street which is identified on the Map as Lot 15, a 5.363 acre private street

2. Use Restrictions and Architectural Standards

- 2.01 No more than a single family may use a Lot as a residence. Single family use consists of use as a dwelling by one or more natural persons who are related by marriage or kinship or by not more than four (4) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. The Lots may be also used for recreational and agricultural purposes that do not conflict with any of the restrictions contained herein.
- 2.02 No mobile home, manufactured home or manufactured housing shall be permitted. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas. Construction on a dwelling unit shall be completed within one (1) year of pouring of any part of the foundation.
- 2.03 All exterior colors, textures, and materials must be compatible with adjacent and surrounding Lots, and over-all community appearance. All construction shall comply with the applicable building codes of Lavaca County, Texas, in effect at the time of commencement of construction. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition
- 2.04 No building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 25 feet to the side Lot Lines. If two or more Lots, or portions of two or more Lots, are consolidated into a single building site, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.
- 2.05 No Lot shall be subdivided or split, except that any person owning two or more adjoining Lots may consolidate those Lots into a single Lot with the privilege of constructing improvements, as permitted by this Declaration.
- 2.06 Easements for the installation and maintenance of utilities and drainage facilities are

reserved as shown on the Map, or in Easements of record applicable to the Property. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

- 2.07 No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.
- 2.08 No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.
- 2.09 No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.
- 2.10 Livestock including cattle, horses, swine donkeys and mules may be kept and maintained on said lots in numbers not to exceed a density of one (1) animal for each acre, or the density required by the Lavaca County Appraisal District for eligibility for an open-space land exemption, whichever is greater. 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 special projects are allowed, such as a child's participation in FFA, 4-H, or other special projects emphasizing education and individual responsibility with animals including poultry and swine. A reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. A reasonable number of animals shall be that number determined by the Association.
- 2.11 No motor home, recreational vehicle, camper or fifth wheel campers shall be installed anywhere on a Lot such that it is visible from a road or an adjacent Lot.
- 2.12 Interfering with a drainage pattern or the natural flow of surface water such that it negatively affects an adjacent Lot.
- 2.13 No building materials shall be stored on a Lot except during the construction or renovation of a residence or a structure.
- 2.14 Inoperable vehicles must be stored in a garage or other enclosed structure.
- 2.15 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot

3. Association Creation

- 3.01 The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.
- 3.02 Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

- 3.03 The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.
- 3.04 Each Owner shall have one vote per Lot. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.
- 3.05 Through the Board, the Association shall have the following powers and duties:
- a. To adopt rules and regulations to implement this Declaration and the Association's bylaws.
 - b. To enforce this Declaration, the bylaws, its rules and regulations.
 - c. To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
 - d. To delegate its powers to committees, officers, or employees.
 - e. To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
 - f. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner.
 - g. The Association shall collect an assessment annually as necessary for maintenance of the Street in THE LAZY SANDIES SUBDIVISION and for the expenses incurred by the Association in fulfilling its purpose. Such sum shall be billed the first business day of the calendar year and no later than January 4 of the year and shall be payable on or before thirty (30) days thereafter at the office of the Association or its mailing address as it shall designate. The first purchaser of any Lot shall have such maintenance fee prorated for the time of ownership. Thereafter, upon sale by the first purchaser of a Lot the maintenance fee shall be paid for the entire year at the time of conveyance. The initial assessment is determined to be the sum of \$425.00 per year.
 - h. To file liens against Lot Owners because of nonpayment of assessments duly levied. The lien to secure payment of maintenance fees and subsequent assessments levied by the Association shall be deemed to exist and lie against each Lot in THE LAZY SANDIES SUBDIVISION at the recording of the map of THE LAZY SANDIES SUBDIVISION and this Declaration of Covenants, Conditions and Restrictions in the Official Records of Lavaca County, Texas. The lien shall be prior and superior to any claim of homestead or any lien claim or right whether or not given voluntarily or in equity with the exception, however, that said lien for assessments is subordinate to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot.
 - i. To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.

- j. To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- k. To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- l. To hold regular meetings of the Board at least quarterly.
- m. To pay taxes and assessments that are or could become a lien on the Common Area.
- n. To pay the costs of any liability insurance and any liability insurance for members of the Board. Board members shall be entitled to reimbursement of out of pocket expenses incurred in the advancement of the interest of the Association and enforcement of the Declaration of Restrictions of THE LAZY SANDIES SUBDIVISION and then only upon approval of a majority of the Board at open meeting.

4. Enforcement

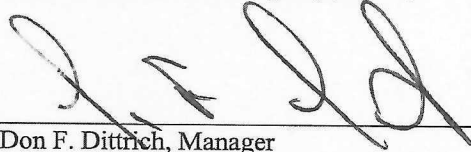
- 4.01 The Developer or the Association, when empowered, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.
- 4.02 Until the Developer files his declaration of empowerment relinquishing his reserved power hereunder, the authority of the Owners Association are reserved in the entirety by Developer irrespective of any provision herein to the contrary.
- 4.03 Developer makes a part of this Declaration of Covenants, Conditions and Restrictions for "THE LAZY SANDIES SUBDIVISION" Subdivision, all matters set forth on the plat of the subdivision titled "THE LAZY SANDIES SUBDIVISION" prepared by James E. Garon & Associates, as filed for record in Volume 1, pages 177 and 178 of the Plat Records of Lavaca County, Texas.
- 4.04 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
- 4.05 These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.
- 4.06 The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 75 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Records of Lavaca County, Texas, and all requisite governmental approvals, if any, have been obtained.

4.07 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

4.08 The Developer by this Declaration intends to create an exclusive subdivision to insure development from inception and planning through sales and construction. Developer deems it necessary and in the protection of property interests to retain those powers to be exercised by the Association and the Architectural Control Committee until Developer relinquishes such power by formal written declaration. That relinquishment shall be given at such time as Developer deems the number of Lots sold and homes constructed establish the contemplated character of the subdivision. Until such time and thereafter this Declaration shall be liberally construed to effectuate its purpose and plan for the Property and to comply with applicable statutes, ordinances or regulations.

This Declaration is executed on the dates shown below, to be effective September 1, 2023.

4-L Texas Land Company, LLC,


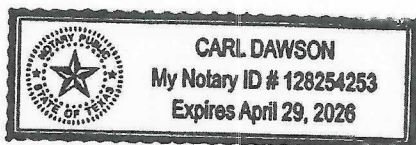


Don F. Dittrich, Manager
[owner of Lots 1, 2, 3, 5, 6, 7, 8, 9, 13 and 14]

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

THIS INSTRUMENT was acknowledged before me on the 6 day of OCTOBER, 2023, by Don F. Dittrich, in his capacity as Manager of 4-L Texas Land Company, LLC


Notary Public, State of Texas

Sheila R Armbruster
SHEILA R ARMBRUSTER
[owner of Lot 4]

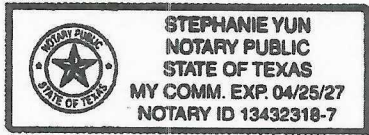
Jeffrey L Armbruster
JEFFREY L ARMBRUSTER
[owner of Lot 4]

THE STATE OF TEXAS §

COUNTY OF Harris §

THIS INSTRUMENT was acknowledged before me on the 1st day of September, 2023, by SHEILA R ARMBRUSTER and JEFFREY L ARMBRUSTER.

Stephanie Yun
Notary Public, State of Texas



FILED AND RECORDED

Instrument Number: 258308 B: ORB V: 987 P: 707

Filing and Recording Date: 10/10/2023 01:50:45 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Lavaca County,



Barbara K. Steffek

Barbara K. Steffek, County Clerk
Lavaca County, Texas

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Returned To:
AARON MACHAC
PO BOX 849
HALLETTSVILLE, TX 77964
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Destination: Office Pick-up