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M14

# DEED RESTRICTIONS

STATE OF TEXAS §

§ KNOW ALL PERSONS THESE PRESENT:

COUNTY OF GUADALUPE §

I

The undersigned, CHRISTOPHER J. NORDIN, a married man, (the "Owner"), is the owner of the following described property (the "Property" or "Lot/s"), Lots 45, 46, and 48, COUNTRY PLACE SUBDIVISION, SECTION 1, being the same tract of land conveyed to CHRISTOPHER NORDIN and wife, by Deed dated July 9, 2003, and recorded in Volume 1870, Pages 165 to 167, Document No. 14108, in the Real Property Records of Guadalupe County, Texas, and being more commonly described as: Being all those certain tracts and parcels of real property situated in Guadalupe County, Texas, being known and designated as LOTS 45, 46, and 48, COUNTRY PLACE SUBDIVISION, SECTION 1, a subdivision according to the map or plat hereof recorded in Volume 4, Pages 362 thru 363, of the Map and Plat Records of Guadalupe County, Texas.

II

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

- A. Each lot is for a permanent structure single family house, whose monetary value of construction equals or surpasses the land monetary value. The house must be a minimum of 1500 square foot dimensions and have either 1) three feet rock, 2) brick, or 3) stucco situated along the front of each residential home.
- B. The main color of the home will be in natural hues. Extreme paint colors are allowed for the trim if, in the Owner's opinion, it is in good taste; however, the main color of the house will not be in loud, unnatural hues. Consistent with the HOA Community approved colors for practical purposes, this deed restriction uses color guidelines published by the Houston Texas HOA Community of Mayde Creek Farms, which offers over 240 tasteful hues as the only approved colors. A color outside those hues is subject of disapproval and an order to repair to an approved color. Color approval shall be in writing before the color is applied to the exterior of the residential home.
- C. Each home is for a single family of one generation with the express exception of aging parent care. No mini-houses shall be built on the property.
- D. One may not sub divide one's lot, and, thereafter, sell it to a third party.

E. Mobile homes are prohibited on any lot herein.

F. Backyard pools are allowed; however each pool shall have privacy fencing around it.

G. Fencing: The front of the property must have a western fencing look compatible with the neighborhood norms and City of Seguin, Texas ordinances. Chain-link fencing and very tall privacy fences on the front of the house is prohibited; however, a tall, privacy fence that conforms with the ordinances of the City of Seguin, Texas is allowed. Any fences built on each lot shall not, with the exception of garden areas, impede the ability of wild animals such as deer and turkey from roaming thereon.

H. Tree maintenance: Removal of any healthy tree from a lot is prohibited with the exception of making room for a building structure or when a tree presents a harmful hazard to either human health or a structure on the property, which a reasonable prudent reasonable man or person would agree was a harmful hazard. In areas of tree growth, and norms of an orderly front and back yard with room for gatherings and recreation near equal in size to the size of the home to have trees. A lot owner may remove dead branches with burning done during allowed times according to the laws and ordinances of Guadalupe County, Texas and the ordinances of the City of Seguin, Texas. The property is full of native trees. The intent of these deed restrictions is that the property generally keeps its natural foliage with allowances for flower gardens and regular gardens in areas free of tree growth. Young native trees do not grow easily in the dry sandy environment, and new tree planting may be needed to keep foliage covering an area. Any new tree planting will take a dedicated effort of the owner to get the tree to establish deep enough roots, and we applaud such an effort.

I. Ornamentation, Landscaping, and Chemicals: Lawn ornamentation will be aesthetic and tasteful and safe for the environment. An example of a non-aesthetic and distasteful look is an attempt to decorate the landscape reflecting the owner's personal view of junk as art. Ornamentation is limited to items that can be reasonably maintained with normal yard and landscape maintenance. An unreasonable maintenance item consistently permits overgrowth. The property owner is adjacent to other owners using well water. No lot owner may apply herbicides or chemical that poisons the water table. Used motor oil, other vehicle fluids, or other automobile fluids is strictly prohibited from being dumped on the property or to build up in large quantities.

J. Recreational vehicles: No more than two (2) of either motor homes, boats, and travel trailers are allowed to be parked in the front or in the driveway of each lot on the condition precedent that it does not present a cluttered appearance. Recreational Vehicles (RV) are not allowed to be used as a residence for the lot owner, nor for any tenant, whether by lease or at sufferance, as a primary residence. RV's are to be parked in front of or in the driveway of each residential home in a manner consistent with orderly appearance when viewed from the street and/or from neighboring houses. RV's are to be used for recreational purposes on occasion, must be on gravel or pavement, and are not be used as a living space on the lot; however, an RV may be used as a residence on the lot during the initial construction of the home. Boats and trailers

are allowed to be parked adjacent to the property, be covered, and be in accordance with orderly appearance from the street.

K. Storage: Items stored outside are to be under cover, blend with the surroundings (no extravagant colors), and be consistent with orderly appearance from the street. The garbage shall be hauled away on a weekly basis. Junk shall not be allowed to accumulate on a lot. No hazardous chemical shall be stored on a lot.

L. Vehicles: All cars that are not mobile or which do not have a license plate affixed to it shall be removed after thirty (30) days unless it has been consistently kept in a garage located on the lot. Each property shall have a maximum of five (5) vehicles thereon, two (2) of which shall be kept in the property's garage. No semi-truck shall be stored on the lot. Two axle work-vehicles used as transportation to and from employed shall be allowed.

M. Pole barns equal or lesser than the size of the house shall be allowed if constructed of quality materials, allow a tasteful view of the house unobstructed from the street, and reflect an orderly appearance. Plans for such Pole Barn shall be pre-approved in writing by the Owner.

N. Farm animals: No pigs or hogs shall be allowed on a lot. Two sheep or goats are allowed on each lot with a limit of one large animal on each acre of land. Any other farm animals must be kept fenced in on the property and must not be the type of animal that will strip away vegetation greater than 20%. The commercial raising of animals shall not occur on the property. A grass covering shall be maintained on each lot.

O. Pets: Traditional pets are allowed and must be kept on the property and not allowed to roam throughout the neighborhood. Pit bulls are forbidden on the property. No aggressive dog that hurts other neighbor's pets, people, or makes an excessive amount of noise, shall be allowed on the property. No aggressive dog breeding shall be allowed on the property. No exotic pets shall be allowed on the property; for example, a snake that can escape and breed into the ecosystem or an alligator kept in a backyard pool or pond, shall not be allowed on the property.

P. Businesses on Property: Automotive businesses shall not be allowed on the property. Businesses potentially causing high traffic, or causing a high quality of materials shall not be allowed on the property. Signs promoting business shall not be larger than 2 feet by 3 feet, be in neutral colors, and reflect an orderly appearance from the street. No home rentals of a property for the weekend or the day shall be allowed.

Q. Sounds: Because this neighborhood is one that expects consideration for others living in the neighborhood, loud, consistent, or repetitive playing of music, voices, or sounds shall be prohibited. The occasional outdoor gathering of friends and/or family with some background music is allowed during reasonable hours and for a reasonable length of time per what the ordinary reasonable man would play under like circumstances.

### III

These restrictions shall continue in full force and effect from the date of execution until amended or terminated in the manner specified in this document.

### IV

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

### V

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

### VI

The Owner agrees to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provisions of this document.

### VII

The provisions of this document are hereby declared covenants running with the land and are binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any party thereof. Any person who acquires any right, title, or interest in or to the Property, or any party thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

### VIII

Notwithstanding any provision hereof to the contrary, if the zoning ordinance of the City is amended to permit the use of the property for rental or barter exchange, these restrictions shall be of no further force or effect and shall be released by the City upon request of the Owner.

### IX

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas with venue of any lawsuit concerning same being in Guadalupe County, Texas.

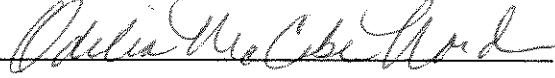
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The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2022.



CHRISTOPHER NORDIN



ODELIA McCABE NORDIN

**(Acknowledgment)**

STATE OF NORTH CAROLINA §

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COUNTY OF CUMBERLAND §

BEFORE ME, the undersigned authority, on this day personally appeared CHRISTOPHER J. NORDIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this the 18<sup>th</sup> day of February, 2022.



Reginald Lewis  
Notary Public  
Carteret County  
North Carolina

Notary Public/State of North Carolina

My Commission Expires: 7/7/25

Reginald Lewis  
Notary Public  
Carteret County  
North Carolina

I, the undersigned Notary Public, have verified the identity of the Deponent herein by:

- \_\_\_\_\_ (A) The deponent is personally known to the notary public;
- RL (B) The deponent was identified by an identification card issued by a governmental agency or a passport issued by the United States; or
- \_\_\_\_\_ (C) The deponent was introduced to the notary public, and, if introduced, the name and residence or alleged residence of the individual introducing the deponent. Tex. Gov. Code § 406.014 (1997).

**(Acknowledgment)**

STATE OF ARIZONA        §  
    §  
 COUNTY OF NAVAJO     §

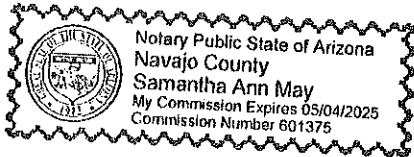
BEFORE ME, the undersigned authority, on this day personally appeared ODELIA McCABE NORDIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this the 14 day of February, 2022.

Samantha Ann May

Notary Public/State of Arizona

My Commission Expires: 05/04/2025



I, the undersigned Notary Public, have verified the identity of the Deponent herein by:

- \_\_\_\_\_ (A) The deponent is personally known to the notary public;
- SM (B) The deponent was identified by an identification card issued by a governmental agency or a passport issued by the United States; or
- \_\_\_\_\_ (C) The deponent was introduced to the notary public, and, if introduced, the name and residence or alleged residence of the individual introducing the deponent. Tex. Gov. Code § 406.014 (1997).

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I certify this instrument was FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 02/25/2022 11:26:13 AM PAGES: 6 JEANNE TERESA KIEL, COUNTY CLERK



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