

Correction of Deed Restrictions, Covenants and Conditions

This declaration of Deed Restrictions, Covenants and Conditions is made on January 27th, 2020 in Gonzales & Fayette County, Texas by Straight Land Holdings, LLC, "Declarant", whose mailing address is P.O. Box 1621 Gonzales, Texas 78629.

RECITALS

Declarant is the owner of all the certain real property located in Gonzales & Fayette County, Texas described as follows. 155.175 acres of land, more or less, lying and being part of the Freeman George Survey, Abstract No. 224 in Gonzales County and Abstract No. 197 in Fayette County, more particularly being part of the land described in Special Warranty Deed dated June 24, 2011, executed by Patricia Sammis Cody to B-S Ranch, LLC, recorded in Volume 1073, Page 477, of the Official Records of Gonzales County, herein called subject tract, intended to be described by metes and bounds in attached Exhibit "A".

The following Deed Restrictions, Covenants and Conditions to the above described property will apply to all portions of the subject property. All tracts of property located within the subject property will be subject to each and every restriction, covenant and condition set forth herein

1. Houses:

Site built homes, barndominiums and manufactured homes are allowed (tiny homes and cabins must have written approval from the developer prior to installation).

Tiny houses and cabins will be reviewed on a case by case basis; all tiny homes and cabins must have written approval from the developer prior to installation.

Maximum of 2 homes per tract

Manufactured homes must be 5 years old or newer

Any manufactured homes older than 5 years must be approved by the developer in writing prior to installation (NO EXCEPTIONS).

All homes will have siding of wood, metal, or Masonite. No vinyl siding is allowed.

All homes or residences must be completed within twelve (12) months from initial start of construction.

2. Property Use

Property use is restricted to agricultural and or single family residential purposes. Only two dwellings or residences may be located on each tract and only one family may reside in each dwelling.

3. *RVs and Motorhomes:*

RVs and motorhomes are allowed as long as they are in good working condition and their appearance is appealing. RVs and motorhomes are allowed to be used as long term and short term residences as long as they are clean in appearance and well kept on the exterior. Long term and or permanent living in an RV or motorhome are allowed only if the RV or motorhome is located in a covered barn or building. Permanent living in an RV and/or motorhome must receive WRITTEN APPROVAL from the developer prior to installation (NO EXCEPTIONS).

4. *Junk Yards and Garbage Dumping:*

All acreage or tracts described in this document shall not be used as a dumping ground or storage place for garbage, junk, abandoned automobiles or any type of waste materials.

5. *Sewer Systems:*

All homes or structures with sanitary facilities shall be connected to a septic system which meets the requirements of the Texas Department of Health and must be permitted through the county in which the septic system will be located.

6. *Out Buildings & Structures:*

Any structure or improvements attached to the home must be new construction and of the same style, material, color and design of the current residence. Maximum building size is limited to 5,000 sq. ft. of covered area. Variances for larger buildings will be reviewed and permitted on a case by case basis in writing from the declarant. All swimming pools must be located in the rear of the residence and must be fenced.

7. *Building Setbacks:*

All tracts are subject to building setbacks and utility easements which will be identified on each individual survey.

8. *Re-Subdividing:*

No re-subdividing of any kind is allowed

9. *Animals and Livestock:*

No swine (hogs) are allowed. Chickens are allowed with a maximum of 50 birds. All chickens and birds of any kind must be contained and are not allowed to roam onto adjoining property. Maximum total of livestock including but not limited to cattle or horses is 1 head per 3 acres at any time. Maximum total head of other farm animals including but not limited to goats and sheep must not exceed 3 animal units per 1 acre of land at any time. All dogs must be kept within the property boundaries at all times. The only exception to the rules and regulations listed above is a FFA or 4-H project in which all animals must have dedicated pens or fencing. Overgrazing of the property is not

allowed at any time. It will be the sole responsibility of the owner to manage the grazing of the property in order to maintain the esthetics of the property.

10. Variance:

The developer and his successors or assigns reserve the right to grant variances as they see fit. Developer reserves the right to grant variances without the consent of any or all of the current property owners who own any portion of the subject property in which the restrictive covenants, conditions and restrictions apply.

11. Fencing:

All fencing must be professionally installed using quality materials and workmanship with a maximum height of 8 feet

12. Vehicles and Business Use:

Business or commercial activity is limited to light commercial only.

Light commercial use is permitted as long as commercial vehicles access the property on a limited basis and do not cause a disturbance to the adjoining tracts.

Commercial vehicle exceptions: If a commercial vehicle is used by the owner/tenant as their primary income then a maximum of 2 commercial vehicles will be allowed per tract.

13. Leasing:

Tracts may be leased for residential or agricultural purposes which are outlined in the restrictions. All leases will require that the tenants sign a copy of the receipted deed restrictions, covenants and conditions.

14. Nuisance:

It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unsightly, or unkempt condition on his/her property. NO obnoxious or offensive activity shall be carried on within the properties, or shall anything be done to cause discomfort, annoyance, or nuisance to any person using any of the properties within the subdivision.

ADDITIONAL PROVISIONS

Severability:

Should any one or more of the Restrictions set forth herein be held to be invalid or unenforceable by final judgment of any court, the same shall in no way affect the remainder of the Restrictions contained herein not directly affected by such final judgment, and the remainder of such Restrictions shall remain in full force and effect.

Enforcement:

The Declarant, their assigns, or any persons owning a tract with in the subject property shall have the right to prosecute (but not the obligation) any action by law they deem advisable against any person or persons violating the deed restrictions, covenants and conditions in this document. Declarant reserves the right to access any tract located within the boundaries of the subject property at any time and remove and or repair items which are in violation of the restrictions and conditions listed within. All expenses for remedying the violation will be charged to the property owner.

Duration:

These Restrictions shall remain in effect perpetually.

Attorney's Fees:

In the case of any controversy, dispute or claim that arises relating to this document or the provisions set forth, breach, or an enforcement, the prevailing party shall be entitled to recover from the losing party any reasonable expenses and attorney's fees.

Witnessed on this the 18 Day of MARCH

Henry C. Schmidt III
Straight Land Holdings, LLC Manager

State of Texas

County of GONZALES

Before me, the undersigned authority on the day personally appeared Henry C. Schmidt III (manager) of Straight Land Holdings, LLC known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the 18 Day of MARCH 2020

Lori Ann Dupree

GONZALES County, Texas

Notary Public



Exhibit A

S19-219B

Being all that certain tract of 155.175 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of the Freeman George Survey, Abstract No. 224 in Gonzales County and Abstract No. 197 in Fayette County, more particularly being part of the land described in Special Warranty Deed dated June 24, 2011, executed by Patricia Sammis Cody to B-S Ranch, LLC, recorded in Volume 1073, Page 477, of the Official Records of Gonzales County, herein called subject tract, intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 1/2 inch iron rod found 0.2 foot above ground at the easternmost south corner of said subject tract, and at the northeast corner of a 18.250 acre tract of land described as Tract Two in Warranty Deed dated January 6, 2006, executed by Mark Cerny and Elizabeth Cerny to Joseph T. Somnier, recorded in Volume 936, Page 884, of the Official Records of Gonzales County, and in the west line of Farm to Market Road No. 1115, for the easternmost south corner of this tract or parcel of land hereby intended to be described;

THENCE North $48^{\circ} 37' 30''$ West along the southwest line of said subject tract and the northeast line of said Somnier tract, at 814.71 feet, crossing a 1/2 inch iron rod found 0.7 foot above ground at the north corner of said Somnier tract, and at an east corner of a 268.04 acre tract of land described in General Warranty Deed dated November 14, 2003, executed by J. Golden Properties, Inc. to Michael Jay Kuper, recorded in Volume 894, Page 799, of the Official Records of Gonzales County, and continuing along the northeast line of said Kuper tract, in all a distance of 3383.40 feet, to a 1/2 inch iron rod found 0.4 foot above ground at an interior corner of said subject tract, and at a north corner of said Kuper tract, for an interior corner of this tract or parcel of land hereby intended to be described;

THENCE South $30^{\circ} 58' 11''$ West 190.37 feet along a southeast line of subject tract and a northwest line of said Kuper tract, to a 1/2 inch iron rod found flush with the ground at a south corner of said subject tract and at an interior corner of said Kuper tract, for a south corner of this tract or parcel of land hereby intended to be described;

THENCE North $48^{\circ} 24' 35''$ West along the southwest line of said subject tract and the northeast line of said Kuper tract, at 1740.88 feet to a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in said line, and at the south corner of a 143.891 acre tract of land surveyed on even date, for the west corner of this tract or parcel of land hereby intended to be described;

THENCE entering said subject tract, North $31^{\circ} 56' 43''$ East along the southeast line of said 143.891 acre tract of land surveyed on even date, at 574.16 feet, crossing the northeast line of said Gonzales County and the southwest line of said Fayette County, in all a distance of 2085.47 feet to a 5/8 inch iron rod set in the northeast line of said subject tract and in the southwest line of Elm Creek Road, and at the east corner of said 143.891 acre tract of land surveyed on even date, for the north corner of this tract or parcel of land hereby intended to be described;

THENCE along the common line of said subject tract and the southwest line of said Elm Creek Road as follows:

South 36° 15' 44" East 4868.44 feet to a 5/8 inch iron rod set;

South 01° 07' 19" West at 494.21 feet, crossing the southwest line of said Fayette County and the northeast line of said Gonzales County, in all a distance of 658.70 feet to a 5/8 inch iron rod set at the intersection of said Elm Creek Road with the northwest line of said Farm to Market Road No. 1115, for an angle point in the east line of this tract or parcel of land hereby intended to be described;

THENCE along the east line of said subject tract and the west line of said Farm to Market Road No. 1115 as follows:

With a curve to the left, with a radius of 1005.00 feet, an arc length of 215.00 feet, a chord bearing South 07° 24' 04" West and a chord length of 214.59 feet to a 5/8 inch iron rod set;

THENCE South 01° 01' 23" West 201.50 feet to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-168, dated September 12, 2019.

These Field Notes were prepared from a survey done on the ground under my supervision and are true and correct to the best of my knowledge.

SETH M. FULLILOVE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6397



3/18/2020 11:01:01 AM

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the OFFICIAL RECORDS of Fayette County, Texas as stamped hereon above time.

BRENDA FIETSAM, COUNTY CLERK

Stamp: 6 Page(s)

