

## DEED RESTRICTIONS

THAT, DAVID J. SODOLAK, KENNETH P. SODOLAK, LOUIS F. SODOLAK, FRANCES M. SODOLAK, and GERALDINE A. KENT, hereinafter sometimes referred to as "Owners," being the collective owners of that certain 33.529 acres of land, more or less, out of the S. F. Austin Survey, Abstract 9, in Austin County, Texas, being more fully described by metes and bounds in Exhibits "A", "1", "2", "3", "4", "4B" and "5" attached hereto and incorporated herein by reference for all purposes, does hereby restrict said property in the manner hereinafter set forth, which restrictions shall be binding upon all owners of any portion of such 33.529 acres of land, their heirs, assigns, successors, devisees and administrators. The restrictions for the use of said land as set forth are agreed upon and imposed as legal and binding by the Owners of said land.

1. Residential Use Only. No portion of the above property shall be used or occupied for any purpose other than Residential. No building shall be erected, altered, or permitted to remain on any lot other than one (1) detached single-family dwelling plus a private attached or detached garage, or an attached carport, one (1) outbuilding and one (1) small pump house to house the residential water well pump. Mobile homes and modular homes of any kind shall not be permitted.
2. No trade or business may be conducted in, on or from any Dwelling, Garage, Carport, Outbuilding, Lot or Homesite except (a.) such use within a Dwelling where the existence or operation of the business is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b.) the business activity does not involve visitation to the Dwelling or Homesite by clients, customers, suppliers or other business invitees. No signs of any kind may be located on the property advertising a business or entity.
3. The single-family resident shall contain no less than 2200 square feet of floor area measured to exterior walls and exclusive of porches, patios, and garages. In the case of multi-story dwellings, the minimum for the first floor shall not be less than 1400 square feet. The residential dwelling and pump house must be constructed at the same time and must be completed within one (1) year after commencement. Any detached garage, carport or outbuilding must be constructed at the same time or subsequent to the construction of the dwelling it is intended to serve. Garages, carports, and outbuildings shall not be constructed prior to the dwelling nor used as a temporary residence. Any garage, carport or outbuilding shall be completed within one (1) year after commencement.
4. The residential dwelling, pump house, attached or detached garage, carport, and outbuilding must be constructed on a concrete slab. The Exterior walls of the residential dwelling shall contain not less than fifty percent (50%) brick, stone, stucco or masonry veneer with the other fifty (50%) being Hardie Board. One hundred percent (100%) Hardie Board is also allowed. The attached or detached garage or carport shall be of

same design, construction, and materials compatible with the residential structure, being no less than fifty percent (50%) brick, stone, stucco or masonry veneer with the other fifty (50%) being Hardie Board or may be one hundred percent (100%) Hardie Board. The pump house and outbuilding may be constructed with the same materials as the residential dwelling or may also be constructed of a steel or wood frame with Metallic Metal siding and a Metallic metal roof. No building shall exceed the residence in height or size. All construction shall be new construction on the premises and no building, or any portion thereof, shall be moved onto the premises.

5. No residence, garage, carport or outbuilding shall be located nearer than one hundred (100) feet from the front boundary line nor nearer than fifty (50) feet from any side or rear property line.
6. All residences shall be connected to a septic tank approved by the Texas Department of Health Resources or such other regulatory body having jurisdiction over construction of septic tanks.
7. The location and requirements of a water well are subject to the Regulations of Austin County, Texas, and the State of Texas.
8. No animals, livestock, swine, or poultry, nor crops of any kind shall be raised, boarded, or kept on any Lot, Homesite, or any portion of the Property whether for profit or not, with the exception of one (1) horse per 3.0 acres kept for personal use and enjoyment. Other exceptions include vegetable gardens, not to exceed two thousand (2000) square feet, and dogs, cats or other household pets not kept for commercial purposes and one (1) livestock and (1) poultry per student participating in school-sponsored activities. All permitted animals or poultry shall be kept within fences or cooped up and all such animals shall be kept under sanitary conditions and not emit any foul or obnoxious odors. In addition to the one outbuilding allowed in Restriction Number 4, a shelter or barn for allowed animals may be constructed of steel frame materials or wood with Metallic Metal siding and a Metallic metal roof. This shelter does not need a concrete slab and must not exceed six hundred (600) square feet. The shelter must be constructed behind the residential dwelling and not be within a hundred (100) feet of any side or rear property line.
9. All improvements shall be maintained such that their appearance shall not be detrimental in any respect to the entire area. Improvements shall be kept weather-proofed by painting or by such other method as necessary and as may be appropriate. Improvements shall not be allowed to deteriorate.
10. No structure of a temporary character including a prefabricated home, manufactured home, module home, trailer, mobile or movable home, or mobile home on a foundation, recreational vehicle, basement, tent, shack, or temporary outbuilding shall be placed, moved onto, or constructed on any lot at any time as a residence, either temporarily or permanently. However, from the commencement date of the construction of a residential dwelling on a Lot, but not exceeding one (1) year, a recreational vehicle

may only be placed on such Lot as a temporary residence only during such construction. Such recreational vehicle cannot be placed on the Lot prior to the commencement date of the construction of a residential dwelling and cannot be used as a temporary or permanent residence after the one (1) year allowance. A septic system approved and permitted by the Texas Department of Health Resources or such local regulatory body having jurisdiction over construction of a septic system, a water well, and electrical lines providing power to the recreational vehicle must be in place prior to moving such recreational vehicle on said Lot. Also, during the construction of a residential dwelling on a Lot, but not exceeding one (1) year, a temporary construction shed may be placed on such Lot for the storage of tools and construction materials, but not as living quarters.

11. No portion of the property shall be divided, subdivided, or re-subdivided into any tract or parcel of land containing less than 2.0-acres.
12. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage at any time. All lots and homesites shall be kept clean and free of trash, garbage, or debris. No lot, at any time, shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new materials used in the construction of improvements erected upon any lot maybe placed upon the lot at the time construction is commenced, and may be maintained thereon for a reasonable time so long as the construction is in progress not to exceed one (1) year.
13. No equipment, boats, trailers, campers, recreational vehicles, sport vehicles or vehicles of any kind in a non-operating condition, shall be permitted to remain on any lot for more than thirty (30) days, except however, such vehicle or vehicles may remain longer if they are housed in enclosed garage or outbuilding.
14. Improvements, driveway culverts, driveways and sidewalks shall not be permitted which do not allow the free flow of water or which cause the backing up of water from normal rainfalls.
15. No noxious or offensive activity shall be carried on upon any lot or within a residence, nor shall anything be done thereof which may be detrimental to the value of any individual lot.
16. All improvements shall be maintained such that their appearance shall not be detrimental in any respect to the entire area. Improvements shall be kept weather-proofed by painting or by such other method as necessary and as may be appropriate. Improvements shall not be allowed to deteriorate.
17. Dwellings cannot be rented or used as Airbnb, Vacation Rental by Owner or as any vacation rental property. The shortest-term rental is one year, and owners are responsible for tenants adhering to these restrictions.

18. These restrictions, covenants and conditions may be enforced by the owner of any lot either by proceedings for injunctive or to recover damages from breach thereof.

These restrictions shall run with the land and inure to the benefit of, and be binding upon, all parties and their heirs, representatives, successors and assigns for the duration of 15 years from the date this Agreement is recorded, after which they shall be automatically extended for successive periods of 15 years. These restrictions shall not be amended or revoked unless an instrument signed by the majority of the property owners is recorded agreeing to change the same in whole or in part.

Failure to comply with the above restrictions shall become a lien against a Lot. The restrictions may be enforced by any one or more owners of said property. The owner is found in violation of these restrictions shall immediately restore the property to condition so as to not to be in violation of said restrictions and the Owner shall further repay all costs and legal fees to the owner or owners who had incurred same to enforce and to preserve these restrictions.

Restrictions must remain in force upon sale of said Land or any portion of said Land and must accompany transfer of Deed.

These restrictions supersede any previous deed restrictions that were upon said land.

## FILED AND RECORDED

**Instrument Number:** 240900

**Instrument Type:** AMENDMENT

**Filing and Recording Date:** 02/27/2024 10:55 AM

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**GRANTOR** SODOLAK, DAVID J

**GRANTEE** SODOLAK, DAVID J

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Austin County, Texas.



*Andrea Cardenas*

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Andrea Cardenas, County Clerk  
Austin County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the Clerk.

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