

Restrictions and Covenants

- a. No mobile home, modular home or other prefabricated home shall be located on the Property.
- b. The Property may not be subdivided into multiple tracts.
- c. The Property shall be used for single family residential purposes only. No commercial undertaking shall be permitted on the Property. In-home businesses are allowed so long as such in-home business is remote in nature and clients/patrons of the business are not invited onto the Property for business purposes.
- d. The foregoing restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recording, and shall automatically be extended thereafter for successive periods of five (5) years; provided however, that the owners of a majority of the total acreage of the Parent Tract, as hereinafter identified, may release one or more of said restrictions, on either twenty (20) years from the date of recording, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Fayette County, Texas, and Colorado County, Texas. The owners of a 2/3 majority of the total acreage of the Parent Tract may release any acreage from any restriction or restrictions at any time by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Fayette County, Texas, and Colorado County, Texas. The owners of the Parent Tract are those owners of a part or portion of that certain 84.907 acres particularly described in the following two (2) tracts; TRACT 1 - 40 acres, described as "FIRST TRACT" and "SECOND TRACT" in that certain deed dated March 9, 2006, from Bernice Kubesch to Barbara Eichler, et al., recorded in Volume 1346, Page 538, Official Records of Fayette County, Texas; TRACT 2 - 44.907 acres, described in Gift Deed dated March 9, 2006, from Bernice Kubesch to Barbara Eichler, et al., recorded in Volume 519, Page 453, Official Records, Colorado County, Texas.
- e. Should an owner of the Property 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, or Colorado County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants, and the party found to be at fault shall be liable for all costs and damages, including reasonable attorney's fees, incurred in connection with the enforcement of these restrictions.