

## RESTRICTIVE COVENANTS

81.3 ACRES OF LAND,  
A PART OF THE J. A. SARGEANT LEAGUE, A-91,  
FAYETTE COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF FAYETTE

That we, CHARLES McMAHEN and wife, PATRICIA A. McMAHEN of Schulenburg, Fayette County, Texas, being the owners of a certain 81.3 acre tract of land, a part of the J. A. Sargeant League, A-91, situated in Fayette County, Texas, described in the deed from Thomas A. Stanzel, et al, to Charles E. McMahan and wife, Patricia L. McMahan, dated September 6, 1994, recorded in Volume 905, Page 345 of the Official Records of Fayette County, Texas, place the following restrictions and uses on the said 81.3 acre tract of land and being covenants that will run with the land and be binding on our successors and assigns:

1. In the division of the 81.3 acres of land, the property can only be subdivided into two tracts. All tracts shall be for residential purposes with no retail establishment allowed.
2. No mobile homes or manufactured home shall be placed on or established on any of the tracts.
3. Construction of any improvements shall be completed within one year after commencement unless prevented by weather conditions or availability of materials.
4. Each tract shall be kept neat in appearance. No dumping, garbage or other refuse shall be permitted thereon, and no storage of vehicles is permitted. No trash or other type of waste will be permitted to be placed on this land. Abandoned vehicles or inoperative vehicles must not remain on any tract for a period of more than ten (10) days.
5. Poultry for family use may be kept on each tract but there shall be no commercial raising of poultry on any tract; horses and cattle may be kept on any tract but the tract on which such animals are kept must be securely fenced so that the animals are restricted to their owner's tract. No swine may be kept on any tract.
6. No residential structure shall be erected on any tract nearer than fifty feet (50') from any street/road or closer than fifty feet (50') from any property line.

7. No signs or advertising device may be displayed on any tract, except in the event of sale. There may be one (1) for-sale sign per tract, said sign being no more than six (6) square feet in size.
8. No inoperable vehicles or machinery or vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming or ranching usage. All materials and machinery must be kept in an enclosed workshop, storage building, barn or garage.
9. No junkyard, pipe yard, wrecking yard or other similar business activity shall be allowed on any of the property.
10. If any one or more of the terms or provisions of these restrictive covenants shall be held invalid or for any reason is non-enforceable, none of the others shall be affected or impaired thereby but shall remain in full force and effect.
11. These restrictions shall be effective until \_\_\_\_\_ years from the date of recording in Fayette County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that the owners of a majority of tracts may release all of the tracts hereby restricted from any one or more of said restrictions, or may release any tract from any restriction imposed hereby or created by any deed from the owners or the owners' assigns on either fifteen (15) years from the date of recording or at the end of any successive ten (10) 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, at any time prior to the fifteen (15) years from the date of recording or at any time prior to ten (10) years preceding the expiration of any successive ten (10) years period thereafter; provided, however, that the owners of a two-third (2/3) majority of tracts may release any tract from any restriction or restrictions at any time.
12. Enforcement of the restrictions herein provided shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or abate any violation or to recover damages by any owner or owners of tracts. In the event a suit is brought by a tract owner or a group of tract owners against a tract owner or a group of tract owners for violation of any restriction, then, if the plaintiff prevails, the violating tract owner or tract owners will be additionally liable for costs of Court as well as reasonable attorney's fees determined by the Court.
13. Persons having any right, title or interest in any tract or parcel of land of said property shall have the right to prevent the violation of any said restriction by injunction or other lawful

procedure and recover any damages resulting from such violation.

14. Violation of any restriction or condition or breach of any covenant herein contained shall give other landowners that purchased a part of the aforementioned 58.961 acre tract or their agents in addition to all other remedies, the right to enter upon the land and to abate and remove the violation at the expense of the owner, and other landowners or their agent shall not thereby be guilty of any matter of trespass for such entry, abatement or removal.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
CHARLES E. McMAHEN

\_\_\_\_\_  
PATRICIA A. McMAHEN

STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by CHARLES E. McMAHEN.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by PATRICIA A. McMAHEN.

\_\_\_\_\_  
Notary Public, State of Texas