

Declaration of Restrictive Covenants

Basic Information

Date: _____, 2021

Declarant: 4-L Texas Land Company, LLC
7211 Middle Creek Road
Schulenburg, Texas 78956

Property: 407.049 acres, more or less, out of the Willie Cummings 1/3 League, A-105, Lavaca County, Texas, being that same land conveyed January 7, 2021 from Gordon Manning Investments, Ltd to 4-L Texas Land Company, LLC by Warranty Deed recorded at Volume 881 Page 663, Official Public Records of Lavaca County, Texas

Definitions

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means 4-L Texas Land Company, LLC, and any successor or assign that is named as successor in a recorded document, including subsequent owners of a Lot.

“Lot” means each tract of land which is a portion of the Property; said tracts being depicted on the survey attached as Exhibit A

“Owner” means every record Owner of a fee interest in a Lot.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Easements

1. The Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. An Owner may not place or install a gate, fence, chain or similar obstruction across any road easement on the Property or in any manner which obstructs or impedes traffic along the road easement. An Owner may install a cattleguard in a roadway easement, provided the cattleguard is of sufficient construction that it does not impede or obstruct traffic along the road easement.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;

- ii. vehicles, except vehicles in a garage or Structure or operable vehicles on the Lot; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any commercial or professional activity except reasonable home office use;
- g. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- h. installing a mobile home, manufactured home, manufactured housing, motor home, recreational vehicle, camper, fifth wheel campers or house trailer on a Lot that is visible from a road or an adjacent Lot. Temporary facilities such as travel trailers and motor homes may be utilized during the construction period. However, in no event shall any such temporary facility be allowed to remain on the property longer than one (1) year. This one (1) year period shall be cumulative in nature. Following the completion of construction those temporary facilities such as travel trailers and motor homes may be stored upon the property so long as they are not used as a residence.
- i. interfering with a drainage pattern or the natural flow of surface water;
- j. allowing a renter, guest, or other person who is a registered sex offender to reside at the Property; and
- k. storage of hazardous materials, except during construction, provided such hazardous materials will be utilized within 10 days of delivery
- j. commercial raising of livestock of any type or commercial feedlot type operations, commercial swine operations or commercial poultry. Livestock may be kept and maintained on said lots in numbers not to exceed one (1) animal for each acre. Chickens, ducks, geese or other" poultry shall be allowed if contained within a pen and do not become an annoyance to neighbors. Animals used for non-commercial special projects are allowed, such as a child's participation in FFA, 4H, or other special projects emphasizing education and individual responsibility with animals including poultry and swine.

D. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided, unless the subdivision will result in all subdivided Lots being eleven acres or more in size.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Minimum Size.* Each residence constructed on a lot shall contain not less than 1,000 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports.
- b. *Construction Time.* Any residence constructed or other permanent structures are to be completed within one year from the start of construction.
- c. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.
- d. *Outbuildings.* Outbuildings used in conjunction with residential use of the lots are permitted. All outbuildings including detached garages, workshops and barns must be of good construction, kept in good repair and not used for residential purposes.

E. General Provisions

- 1. *Term.* This Declaration runs with the land and is binding in perpetuity.
- 2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
- 3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- 4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of seventy-five percent of the Owners.
- 5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the

unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Enforcement.* These restrictions may be enforced by Declarant or any Owner. Should an Owner of a Lot 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 Lavaca County, Texas against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, and the prevailing party shall be recover his reasonable attorney's fees incurred in connection with the enforcement of these restrictions.

Declarant:

4-L Texas Land Company, LLC

Don F. Dittrich, Manager

THE STATE OF TEXAS

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COUNTY OF _____

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THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2021, by Don F. Dittrich, in his capacity as Manager of 4-L Texas Land Company, LLC

Notary Public, State of Texas

Prepared in the office of:
Ryan & Dawson
716 Upton Avenue
Schulenburg, Texas 78956

After recording, return to:
Ryan & Dawson
716 Upton Avenue
Schulenburg, Texas 78956

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