

Helpful Information for offers:

Sellers: __ 4-L TEXAS LAND COMPANY _____

Property Address: _TR6 Falke-Heinrich Road **Schulenburg 78956**

Legal Description: Tract 6 consisting of 8.0 acres out of 1011 FM 956 HIGH HILL AREA, TX

Attorneys:

Leases:

Residential: __no_____

Fixture: __no_____

OGM Lease: _____no_____

Cattle or AG leases: _____no_____.

Title Company:

AQutitle

Kim Cantwell | Escrow Officer

O: 512.540.4469 | kim@aquitle.com

Earnest money is **at least 1% of sales price**.

Survey available: No

Paragraph 9 information:

South Central Real Estate 9001473....PO Box 251, Schulenburg, Tx 78956 979-743-1737

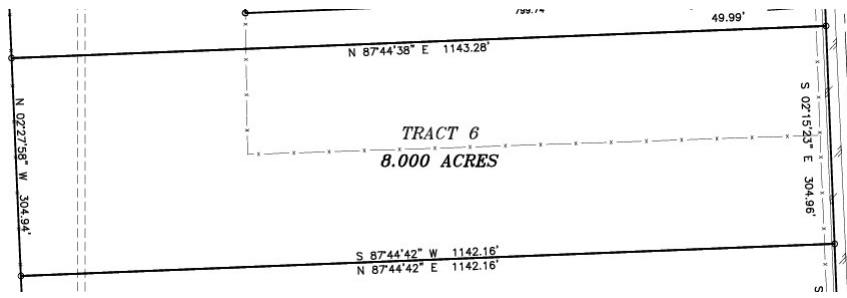
Supervisor: Tanya Schindler, Broker 510632.....Listing agent: __Tanya Schindler_____

concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

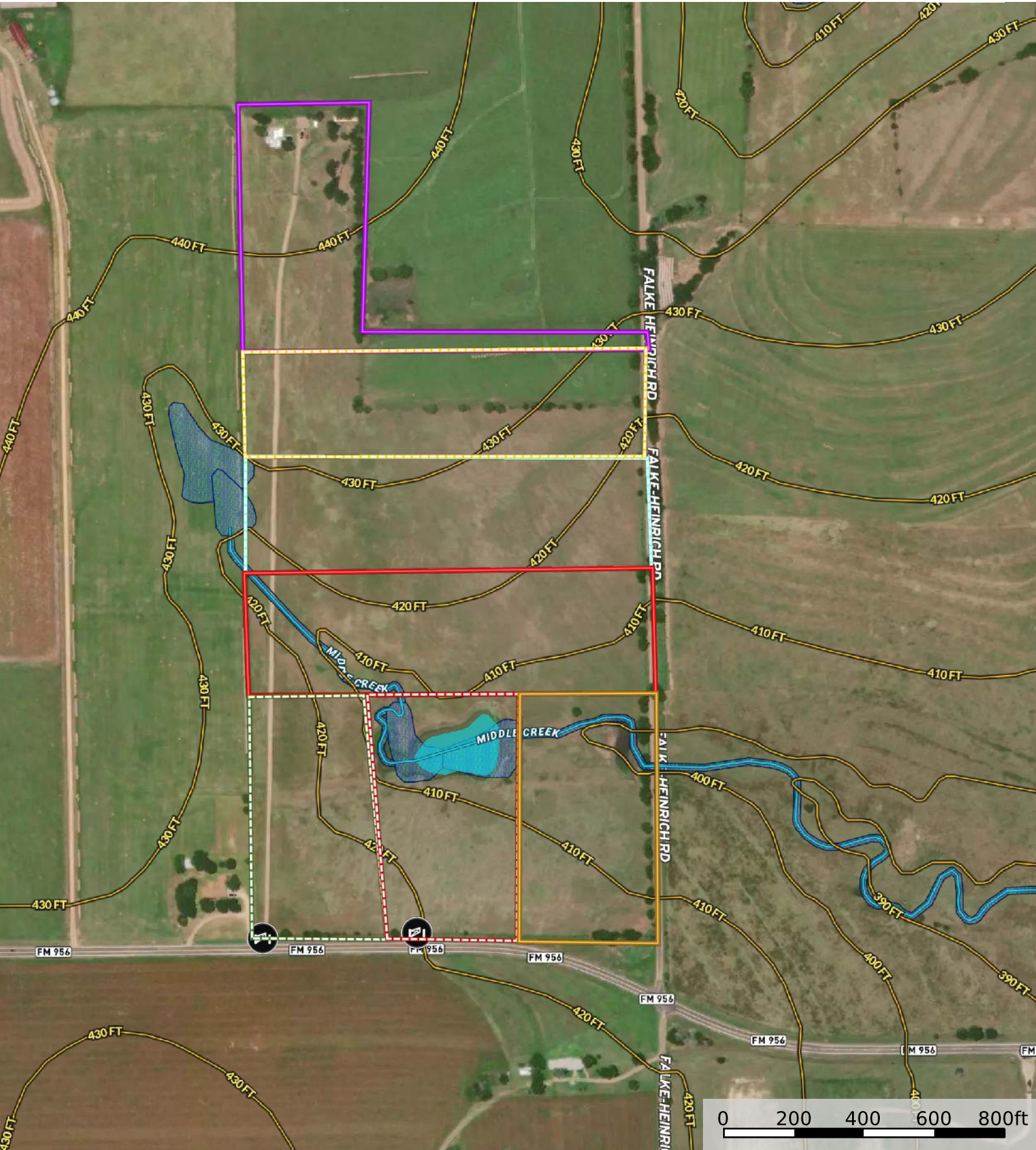
H. SELLER'S DISCLOSURE:

- (1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☒ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
- (8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary):



1011 farm to market 956, Schulenburg
Fayette County, Texas, 87.56 AC +/-



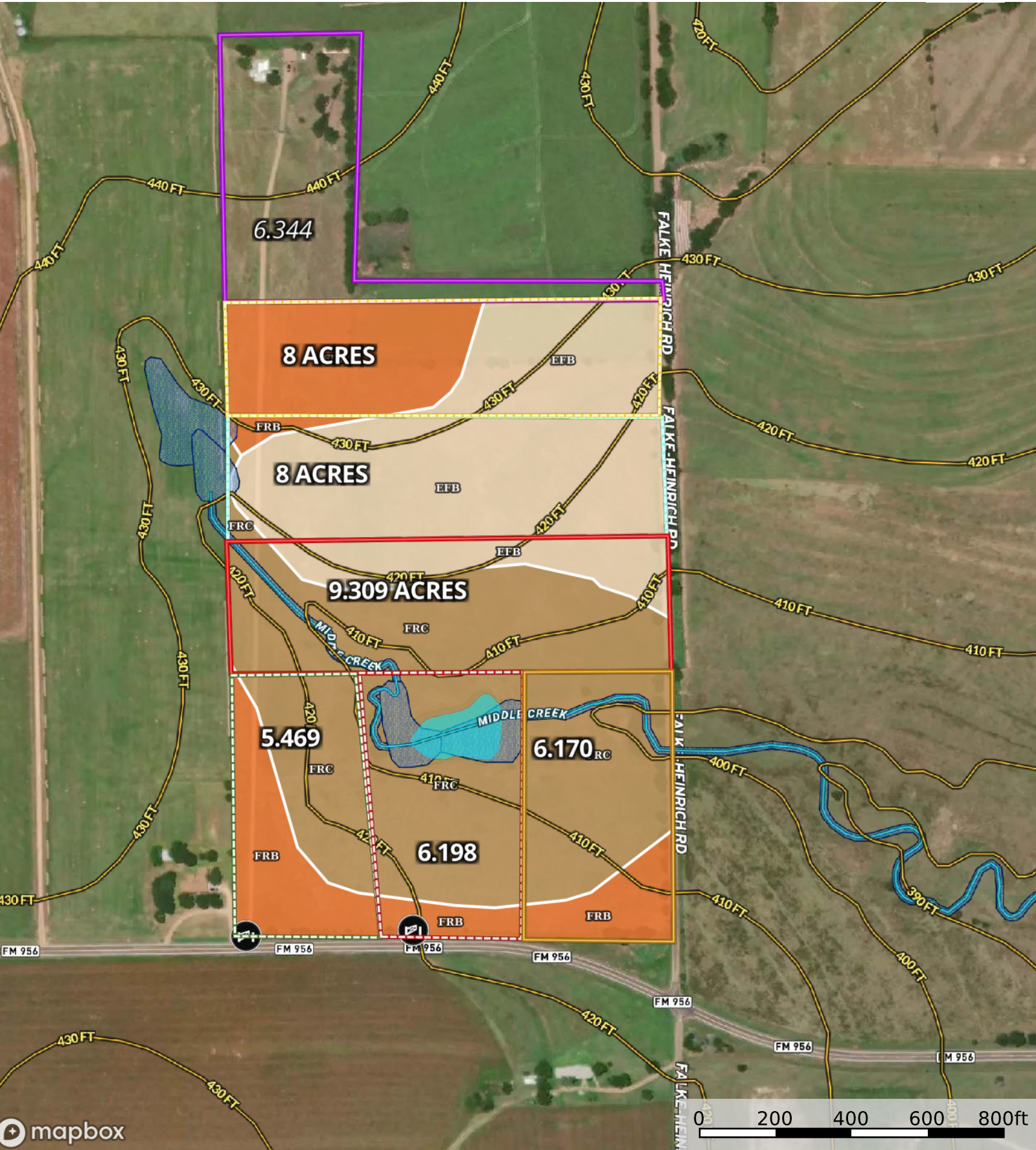
Tanya Schindler
P: 361-865-2563

www.sctxsales.com

1400 Fm 609, Flatonia, TX 78941

The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

1011 farm to market 956, Schulenburg
Fayette County, Texas, 87.56 AC +/-



Gate

Boundary

Boundary 2

Boundary 2.1

Boundary 1.1

Boundary

Boundary 1

Boundary 1

Floodway

Special

Unmapped/ Not Included

Wetlands

Riparian

Stream, Intermittent

River/Creek

Water Body

Water Wells

Voltage 0 - 99 KV

Voltage 100 - 161 KV

Voltage 220 - 287 KV

Voltage 345 KV

Voltage 500 KV

Voltage 735 KV+

Substations

Crude Oil

Natural Gas

Other

100 Year Floodplain

500 Year Floodplain

Voltage Unavailable

| All Polygons 44.36 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
FrC	Frelsburg clay, 3 to 5 percent slopes	20.47	46.12	0	31	3e
EfB	Elmendorf-Denhawken complex, 1 to 3 percent slopes	14.25	32.11	0	35	2e
FrB	Frelsburg clay, 1 to 3 percent slopes	9.64	21.72	0	31	3e
TOTALS		44.36(*)	100%	-	32.27	2.68

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 1 5.63 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
FrC	Frelsburg clay, 3 to 5 percent slopes	2.95	52.3	0	31	3e
FrB	Frelsburg clay, 1 to 3 percent slopes	2.68	47.52	0	31	3e
TOTALS		5.63(*)	100%	-	30.95	3.0

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 6.43 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
FrC	Frelsburg clay, 3 to 5 percent slopes	5.65	87.87	0	31	3e
FrB	Frelsburg clay, 1 to 3 percent slopes	0.78	12.13	0	31	3e
TOTALS		6.43(*)	100%	-	31.0	3.0

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 1 1 6.39 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
FrC	Frelsburg clay, 3 to 5 percent slopes	4.91	76.84	0	31	3e
FrB	Frelsburg clay, 1 to 3 percent slopes	1.48	23.16	0	31	3e
TOTALS		6.39(*)	100%	-	31.0	3.0

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

| Boundary 9.43 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
FrC	Frelsburg clay, 3 to 5 percent slopes	6.76	71.69	0	31	3e
EfB	Elmendorf-Denhawken complex, 1 to 3 percent slopes	2.67	28.31	0	35	2e

TOTALS		9.43(*))	100%	-	32.13	2.72
--------	--	--------------	------	---	-------	------

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

 Boundary 2 8.51 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
EfB	Elmendorf-Denhawken complex, 1 to 3 percent slopes	7.91	92.95	0	35	2e
FrB	Frelsburg clay, 1 to 3 percent slopes	0.4	4.7	0	31	3e
FrC	Frelsburg clay, 3 to 5 percent slopes	0.2	2.35	0	31	3e
TOTALS		8.51(*))	100%	-	34.72	2.07

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

 Boundary 2 1 7.97 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
FrB	Frelsburg clay, 1 to 3 percent slopes	4.3	53.88	0	31	3e
EfB	Elmendorf-Denhawken complex, 1 to 3 percent slopes	3.67	45.99	0	35	2e
TOTALS		7.97(*))	100%	-	32.8	2.54

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

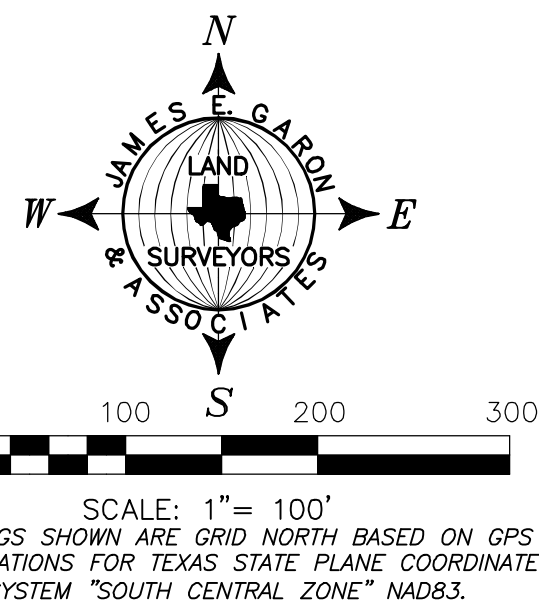
Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

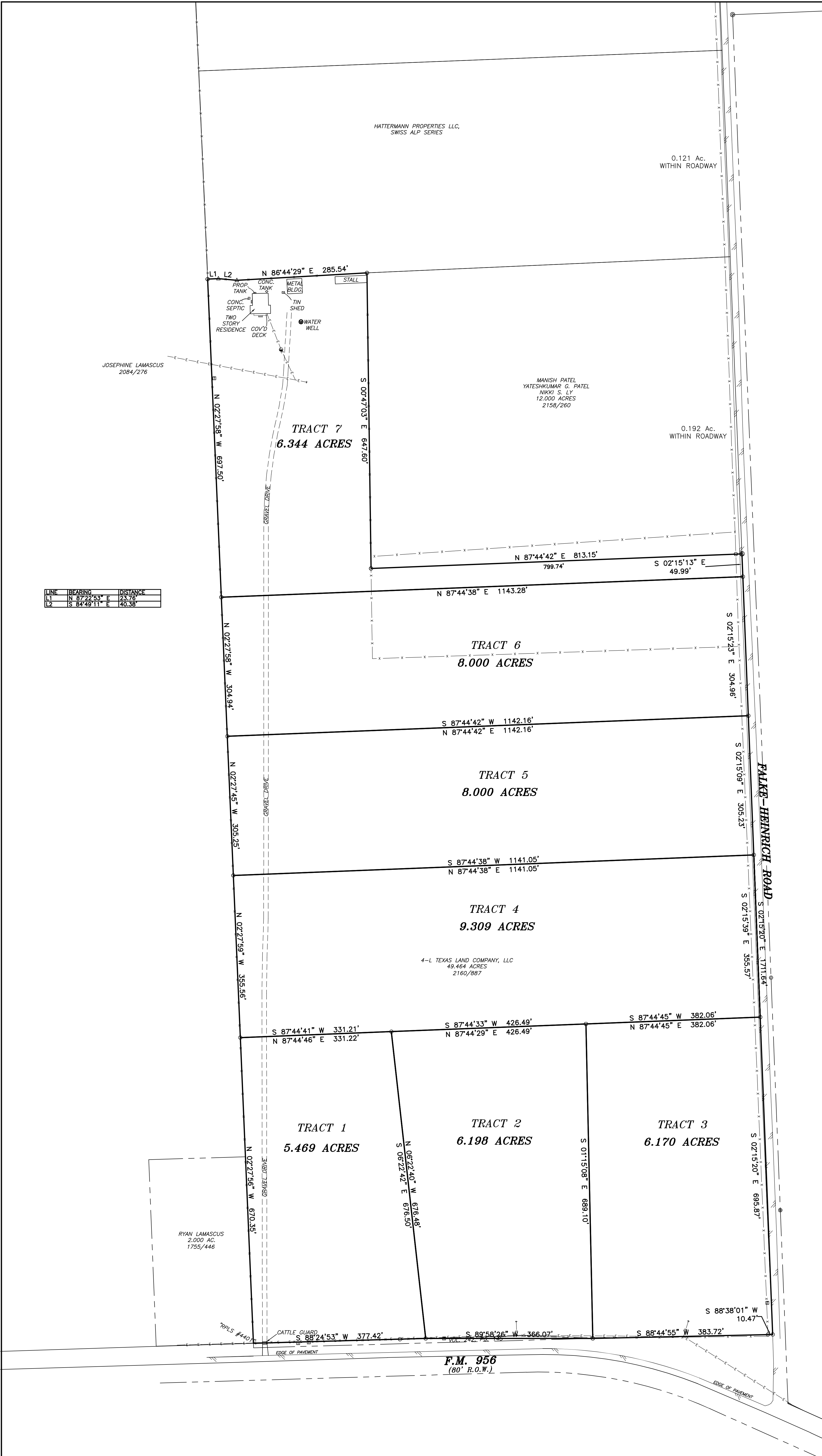
(s) soil limitations within the rooting zone (w) excess of water



LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- 1/2" REBAR SET W/CAP
- STAMPED J.E. GARON RPLS 4303
- 1/2" PIPE FOUND (UNLESS NOTED)
- IRON ROD W/CAP FOUND
- FENCE POST FOUND
- WIRE FENCE
- TELEPHONE PEDESTAL
- POWER POLE
- OVERHEAD ELECTRIC LINE
- DOWN GUY
- 60d NAIL SET IN WASHER

LINK	BEARING	DISTANCE
L1	N 87°22'53" E	23.76'
L2	S 84°49'11" E	40.38'



SCHEDULE B ITEMS ADDRESSED:

10(f) THIS PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT GRANTED TO THE STATE OF TEXAS, RECORDED IN VOL. 242, PG. 145, D.R.F.C.T.(SHOWN)

TO THE OWNERS, LIENHOLDERS AND OLD 300 TITLE COMPANY

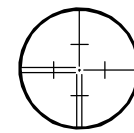
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48149C0425C EFFECTIVE OCTOBER 17, 2006.

REFERENCE: DON DITTRICH AND/OR ASSIGNS G.F. NO.: 2414561400

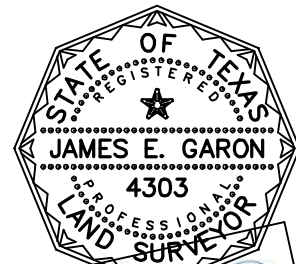
ADDRESS: 1011 F.M. 956, SCHULENBURG TEXAS
LEGAL DESCRIPTION: 49.464 ACRES OUT OF THE JOHN PAINE LEAGUE, ABSTRACT NO. 260, FAYETTE COUNTY TEXAS, BEING A PART OF A 190 ACRE TRACT AS DESCRIBED IN VOLUME 110, PAGES 624-625, DEED RECORDS FAYETTE COUNTY TEXAS.

FIELD BOOK: B-741/8
FILE: S:\Counties\Fayette\Surveys\J Paine Lg A-260\14625.dwg



JAMES E. GARON & ASSOC.

LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegarson.com



James E. Garon
FEBRUARY 4, 2025

Declaration of Restrictive Covenants

Basic Information

Date: 4-11-, 2025

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

Property: 49.464 acres, more or less, out of the John Paine League, Abstract 260, A-75, Fayette County, Texas, more particularly described by metes and bounds on Exhibit "A" consisting of 2 pages attached hereto and made a part hereof for all purposes.

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. 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. 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 in a covered shed or building, 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 feedlot type raising of livestock of any type or commercial feedlot type operations, commercial feedlot type swine operations or commercial feedlot type poultry. Livestock may be kept and maintained on said lots in numbers not to exceed one (1) animal for each acre, or the density required by the Fayette County Appraisal District for eligibility for an open-space land exemption, whichever is greater. 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. A reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

C. 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 of the Lot complies with all Fayette County or State subdivision regulations and ordinances.
- 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 1,500 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 usedD

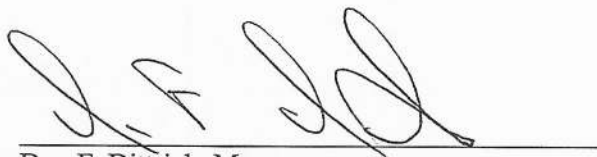
D. General Provisions

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 Fayette 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

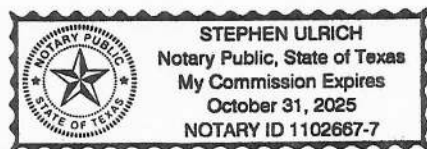


Don F. Dittrich, Manager

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

THIS INSTRUMENT was acknowledged before me on the 11 day of April, 2025, 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