

Declaration of Restrictive Covenants of the Turk 125.22 Acres

Basic Information

Date: July 8th, 2019

Declarants and Declarants'
Mailing Addresses:

Jackie A. Machac
3100 Vacek Loop,
Schulenburg, Texas 78956

Don F. Dittrich
7211 Middle Creek Road
Schulenburg, Texas 78956

Aaron J. Machac
139 County Road 132BB
Hallettsville, Texas 77964

Geoffrey Schiffli
1001 Lyons Avenue
Schulenburg, Texas 78956

Property:

All that certain piece or parcel of land comprising 125.22 acres of land, more or less, a part of the John H. Scott Survey, Abstract No. 259, and the Patrick Scott Survey, Abstract No. 257, Jackson County, Texas and being the same land described in Deed dated April 30, 2019 from Estate of Farley Turk to Jackie A. Machac, et al, recorded in Volume 580, Page 116, Jackson County Official Records.

Definitions

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

"Declarant" means Don F. Dittrich, Jackie A. Machac, Aaron J. Machac and Geoffrey Schiffli, Individuals, acting individually or jointly, and any successor that is named as successor in a recorded document.

"Lot" means each tract of land which is a portion of the Property.

"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.

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, or house trailer on a Lot;
- 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

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.
 - 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. *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.

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. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.
8. *Enforcement.* These restrictions may be enforced by Declarant or any Owner.

Declarant:



Don F. Dittich, Individually, and as Power of Attorney for Jackie A. Machac, Aaron J. Machac and Geoffrey Schiffli

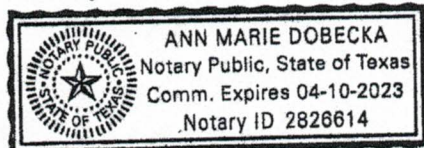
THE STATE OF TEXAS

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COUNTY OF Fayette

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THIS INSTRUMENT was acknowledged before me on the 8th day of July, A.D. 2019, by Don F. Dittrich, Individually and as Power of Attorney for Jackie A. Machac, Aaron J. Machac and Geoffrey Schiffli.



Ann Marie Dobecka
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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