

STATE OF TEXAS

RESTRICTIVE COVENANTS

COUNTY OF FAYETTE

DATE: April 1, 2020

TIMOTHY L. LARSON, et al of Fayette County, Texas, owner of a 26.76 acre tract of land located on Louis Herzik Road near the community of Engle in Fayette County, Texas, being that same tract of land conveyed to the said TIMOTHY L. LARSON, et al from Thomas G Zgarba, et ux, et al, in a deed dated January 3, 2020 and recorded in the official records of Fayette County, Texas; being more particularly described by metes and bounds on Exhibit 'A' attached hereto, do place the following restrictions and covenants that will run with the land and be binding on its successors and assigns:

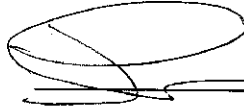
EXHIBIT NOT ATTACHED

1. The property shall be used solely for private single family residential purposes and/or agriculture use, as is hereinafter restricted. No professional business or commercial activity shall be conducted upon the property except an owner may conduct business activities within a residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, (ii) the business activity is consistent with the residential character of the property and does not constitute a nuisances, or a hazardous or offensive use, or threaten the security or safety of the neighboring properties.
2. No single wide mobile homes will be allowed on the property, no double wide mobile homes of less than 1,200 square feet or year 2018 or older shall be located on the property. Camp houses are allowed if located under trees or other vegetation where they cannot be seen from county road or US Highway 90.
3. Each residence constructed on the property shall contain no 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.
4. Any residence and/or other permanent structures constructed are to be completed within one (1) year from the commencement of construction. Temporary facilities such as travel trailers or 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.
5. Following the completion of construction all temporary facilities such as travel trailers and motorhomes may be stored upon the property so long as they are not used as a residence and are stored in a detached garage or a similar structure of good construction.

6. Outbuildings used in conjunction with residential use of the property are permitted. All outbuildings including detached garages, workshop and barns must be of good construction, kept in good repair and not used for residential purposes.
7. No structure shall be erected on the property closer than seventy-five feet (75') from any property line.
8. The owner of the property shall be responsible for the maintenance and painting of all improvements located upon the property. No refuse pile, unused or abandoned motor vehicles, trailers or other unsightly objects shall be allowed to remain anywhere on the property.
9. No commercial signs advertising the name of a commercial enterprise shall be located on the property.
10. In the event of the sale of the property, one (1) for sale sign, said sign being no more than six (6) square feet in size, may be located on the property.
11. No obnoxious or offensive activity shall be allowed or carried on, upon or from the property, nor shall any activity be allowed or conducted upon the property that would be a nuisance to the owners or adjoining lands.
12. Except as restricted by these provisions, farming and ranching operations, including raising of cattle and livestock, shall be permitted, provided, however, no commercial feedlot type operations, commercial swine operations or commercial poultry operations shall be permitted on the property.
13. Chickens, ducks, geese or other poultry shall be allowed if contained within a pen and do not become an annoyance to neighbors.
14. Animals used for non-commercial special projects, for example, children's participation in FFA, 4-H, County Fair or other special projects emphasizing education and individual responsibility with animals including poultry and swine are permitted only if used in a child's or student's education related projects.
15. No one may use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the property, or transport to or from the property any hazardous substance (as defined by state or federal law) or allow any other person or entity to do so except in minor amounts under conditions permitted by applicable laws.

16. 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 twelve (12) years from the date of recording, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the landowners shall vote to terminate the provision herein.

Witness my hand this 1st day of April, 2020.



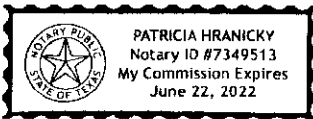
TIMOTHY L. LARSON
Owner

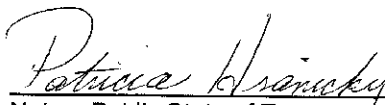
STATE OF TEXAS

COUNTY OF FAYETTE

Before me, the undersigned authority, on this day personally appeared TIMOTHY L. LARSON, known to be to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this 1st day of April, 2020.




Notary Public State of Texas

4/2/2020 3:43:06 PM

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the OFFICIAL RECORDS
of Fayette County, Texas as stamped hereon above time.

BRENDA FIETSAM, COUNTY CLERK

Stamp: 3 Page(s)

