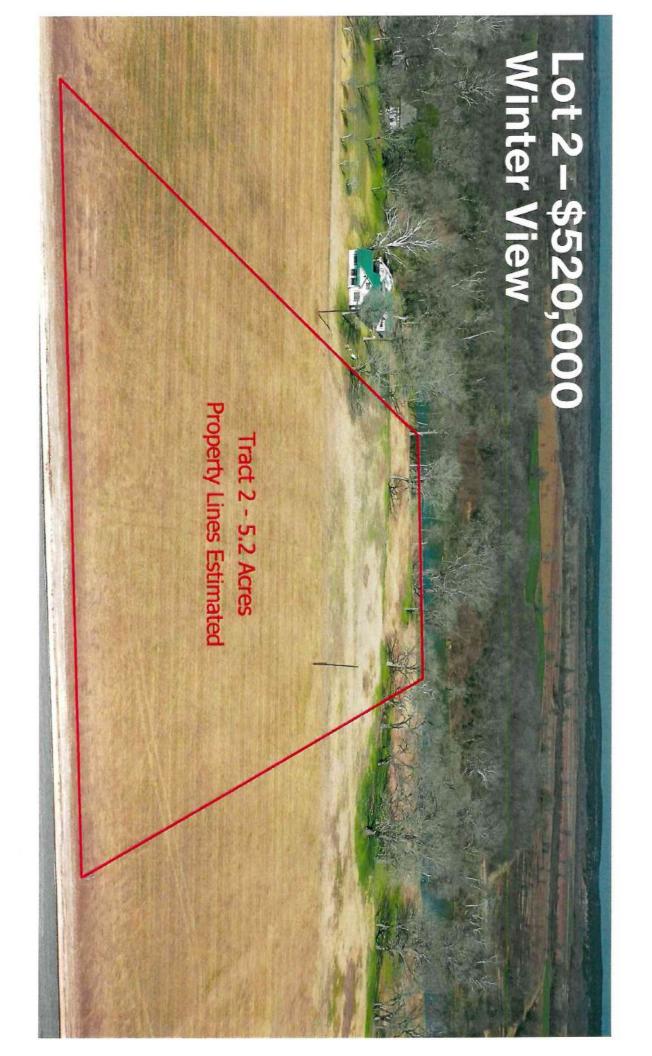


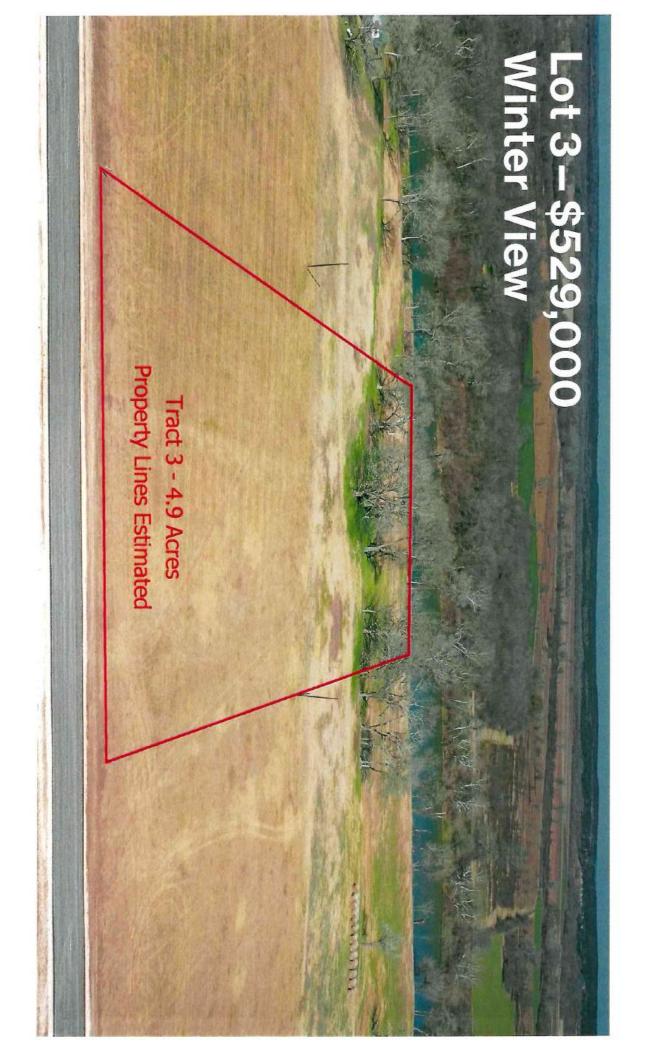
### Welcome to Fayette Shores

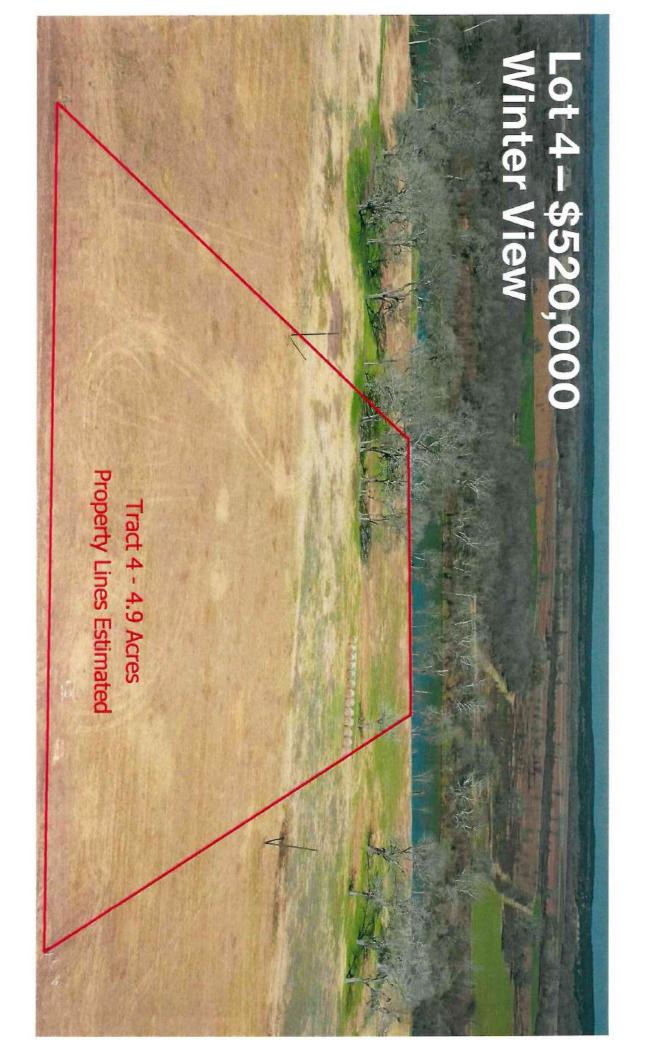
Rare Colorado Riverfront Acreage of 5 acre tracts with convenient access to Austin, Houston and Round Top.

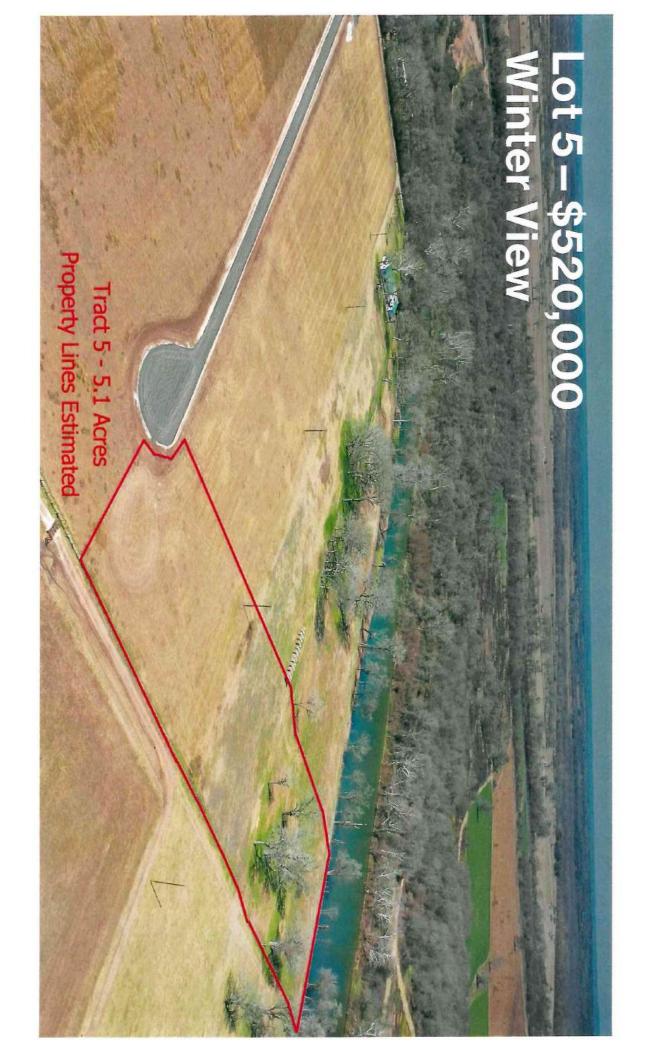


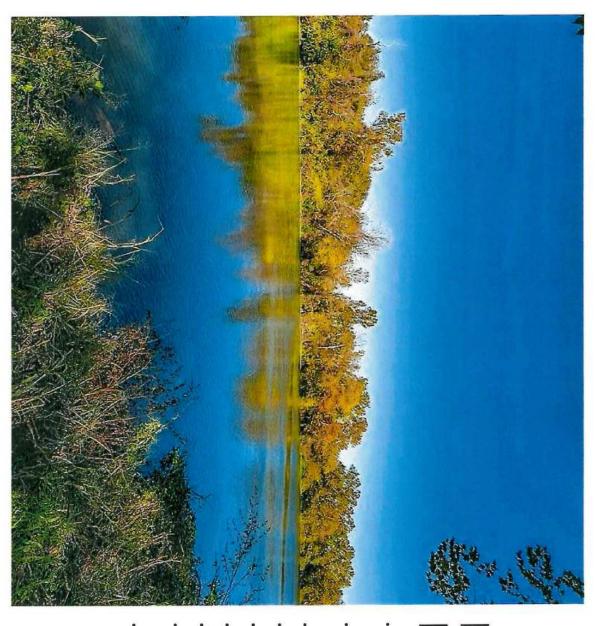
Majestic, Quiet Setting











## Fayette Shores Features

- Quiet, serene land for primary home, secondary home or investment
- Newly constructed, county maintained, asphalt road, "Fayette Shores Cove"
- Newly laid, high-speed fiber
- Electricity runs along each lot; near building sites on each lot
- Water well and septic to be supplied by buyer
- Restrictions to protect your investment No HOA/HOA fees
- Recent newly constructed home completed by long term neighbor on the high bank
- Conventional Financing, Cash, or Owner Financing

#### Conveniently Located





290



Georgetown

from Austin, ninety (90) minutes

Close to Round Top, an hour

from Houston and San Antonio



Walmart 💢





shops 20 minutes from Round Top and its world renowned Festival and

restaurants and other conveniences of La Grange 10 minutes from HEB, many

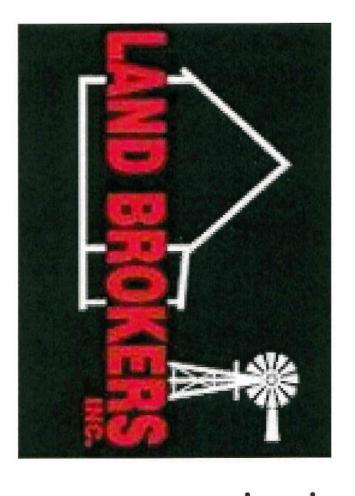
of HQs of X, Space X and the 30 minutes from Bastrop, home Boring Co

An hour from Austin-Bergstrom Airport





# Listing by Land Brokers, Inc. Terrell Newton



- Office (979) 968-3106
   Fax (979) 968-3107
- 609 E. SH 71 Business
   La Grange, Texas 78945

#### RESTRICTIVE AND PROTECTIVE COVENANTS FOR FAYETTE SHORES, FAYETTE COUNTY, TEXAS

THE STATE OF TEXAS,
COUNTY OF FAYETTE.

KNOW ALL MEN BY THESE PRESENTS, that **Colorado Riverfront**, **LLC.**, a Texas Limited Liability Company, ("DEVELOPER"), the owner of that certain tract or parcel of land containing 49.928 acres, a part of the Andrew Castleman Survey, A-30, Fayette County, Texas, which land has been heretofore platted and subdivided into that certain subdivision known as **Fayette Shores**, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, upon Pages 306-307, of the Map or Plat Record of Fayette County, Texas [Instrument #:22-01143], and does, for the protection and benefit of all owners of any lot or lots in said subdivision, hereby impress Lots 1 thru 5 in said subdivision with the following restrictive covenants running with the land governing the use, occupancy, enjoyment and sale of Lots 1 thru 5 of the **Fayette Shores Subdivision**:

- All lots shall be used for single family residential purposes. No commercial undertaking shall be constructed on any lot that involves outside signage. In-home businesses are allowed so long as such in-home business is remote in nature and clients/patrons of the business are not invited onto the lot for business purposes.
- The primary residence constructed on a lot shall contain not less than 2,500 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports.
- One guest house maybe constructed on a lot but shall contain not less than 750 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports. The guest house constructed shall be constructed of similar material and design to that of the primary residence constructed on the lot. No guest house may be constructed unless a primary residence is constructed and maintained upon the lot as well.
- 4. Any residence constructed or other permanent structures are to be complete within eighteen (18) months from the start of construction. 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 eighteen (18) months. This eighteen (18) month 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 and are stored in such a manner that their presence does not negatively impact the overall positive attractiveness of the property.

- No mobile homes, modular homes, barndominiums, manufactured homes or the like shall be permitted on any lot.
- Only one primary residence may be constructed on a lot. 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, architecturally in harmony with the residential buildings, and kept in good repair.
- No residence, guest house, outbuilding, or any other structure shall be constructed nearer than twenty (20') feet from any exterior lot line. In the case where an exterior lot line lies within the margins of a public road then that particular "exterior lot line" shall be considered to be the fenced/apparent margin of the road. In the case where multiple adjoining lots are owned by the same individual/entity then the exterior lot line shall be considered to be the exterior lot lines as if the adjoining lots had been joined/combined into a single lot.
- 8. Any fence constructed on a lot shall not materially interfere with the view of other lot owners of the Colorado River. All fences must be of good construction, architecturally in harmony with the residential buildings situated upon the lot, be of similar construction and height of fences built on other lots prior thereto, and be kept in good repair. Developer reserves the right to extinguish this particular covenant by filing as of record in the Official Records of Fayette County Texas a termination of this particular covenant which will extinguish the requirement to submit fence construction plans to the Developer.
- 9. A non-exclusive easement for the ingress and egress to and from a public road is hereby granted and conveyed unto Lots 1 thru 6 of the Fayette Shores subdivision over across that certain roadway shown and depicted as Fayette Shores Cove on map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, upon Pages 306 307, of the Map or Plat Record of Fayette County, Texas [Instrument #:22-01143]. Following the necessary approval process with the County of Fayette said roadway shown and depicted as Fayette Shores Cove will be dedicated as a public road and Developer shall have the right to do and complete all necessary acts and task necessary to complete the process of dedicating Fayette Shores Cove as a public road.
- 10. The owner of a damaged or destroyed building on any lot shall promptly make repairs or replacement in order to restore the building to its condition prior to the damage or destruction. Should the owner not restore or repair the damaged building within a reasonable length of time, the owner shall tear down the damaged building and remove the debris from the lot.
- 11. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Fayette County, Texas and shall comply with all state and county laws and regulations. Approval of the system as installed shall be obtained from the proper authority.

- 12. No individual water-supply system shall be permitted on any lot unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Fayette County Ground Water Conservation District. Approval of the system as installed shall be obtained from the proper authority.
- 13. Each owner, prior to any development upon a lot, shall be solely responsible for obtaining the proper Development Permits from the Fayette County Office of Floodplain Management, or any successor authority, as required by the Flood Damage Prevention Regulations of Fayette County, Texas which is recorded in Volume 1822 Page 706 of the Official Records of Fayette County, Texas, or any modifications or changes thereto. IT IS EXPRESSLY UNDERSTOOD AND AGREED by each Owner that approval of any development upon a lot shall be obtained from the proper authority.
- 14. Each owner shall be responsible for the maintenance and painting of all improvements on each lot. No refuse pile, unused or abandoned motor vehicles, trailers or other unsightly objects shall be allowed to be placed or to remain anywhere on any lot.
- 15. No commercial signs advertising the name of a commercial enterprise shall be located on any lot. In the event of a sale of a lot, one (1) for sale sign, said sign being no more than six (6) square feet in size, may be located on the lot being advertised for sale.
- 16. No obnoxious or offensive activity shall be allowed or carried on, upon or from any lot in the subdivision, nor shall any activity be allowed or conducted on any lot that would be a nuisance to the owners of other lots.
- 17. No quarrying, drilling, or mining operations of any kind for the exploration or development of oil, gas, or other minerals, including but not limited to sand, gravel, uranium, coal, lignite, iron, gold, silver and all other minerals whether mined by drilling, strip mining, or any other method shall be permitted on any lot.
- 18. No commercial raising of livestock of any type is allowed and no commercial feedlot type operations, commercial swine operations or commercial poultry operations shall be permitted on any lot. Livestock may be kept and maintained on said lots in numbers not to exceed one (1) animal for each two acres for horses and cattle and may not exceed one (1) animal for each one acre for sheep and goats. No more than five (5) animals shall be allowed. Notwithstanding anything contained herein to the contrary there shall be no swine permitted to be kept on any lot. 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, for example, children's participation in FFA, 4H, Fayette 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 students educated related projects.
- 19. No one may use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the lots, or transport to or from a lot 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.
- No further subdividing of the lots shall be allowed or permitted.

- 21. There shall be no parking of tandem axle vehicles or what is commonly referred to as bob-tail trailers or semi-trucks and trailers, except as necessary to load or unload on a lot.
- 22. 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 fifty (50) 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 lots, as hereinafter identified, may release one or more of said restrictions, on either fifty (50) 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. The owners of a 2/3 majority of the lots may release any acreage from any restriction or restrictions at any time. The owners of the lots are those lots 1 thru 5 as described in subdivision known as Fayette Shores, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, upon Pages 306 307, of the Map or Plat Record of Fayette County, Texas [Instrument #:22-01143].
- 23. Should an owner of a lot violate any of the covenants and restrictions set forth herein, it shall be lawful for any other lot owner(s) in this subdivision to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants, and the party found to be at fault shall be liable for all costs and damages, including reasonable attorney's fees, incurred in connection with the enforcement of these restrictions. For the purposes of this item 23, lot owner(s) shall include Lot 6 in the Fayette Shores subdivision. Lots 1 thru 5 and Lot 6shall have the right to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants.
- 24. Invalidation of any one or more of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect the validity of the other remaining restrictions.
- All references herein to "Developer" shall be to Colorado Riverfront, LLC., its successors or assigns.

EXECUTED on	, 2022.	
Colorado Riverfront, LLC., a Texas	Limited Liability Company:	
BY		
Ryan Foster, Manager		
THE STATE OF TEXAS		
COUNTY OF		
	vledged before me on the day of r of Colorado Riverfront, LLC., a Texas Limited Liabili any.	tý
	80.00000000000000000000000000000000000	
	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS	
	NOTARY'S TYPED OR PRINTED NAME:	
	NOTARY'S COMMISSION EXPIRES:	

