

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

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**STATE OF TEXAS §**

**COUNTY OF FAYETTE §**

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made and established by \_\_\_\_\_ (“Declarant”), being the owner of that certain real property located in Fayette County, Texas, more particularly described as:

**2745 Holub Road, Schulenburg, TX | ABS A091 SARGEANT J A LG, 145.9 ACRES**

This Declaration shall be binding upon the Property and shall inure to the benefit of Declarant and all subsequent owners of any portion of the Property.

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**1. PURPOSE**

The purpose of these covenants and restrictions is to maintain the overall quality, value, and desirability of the Property while allowing flexibility for reasonable agricultural, recreational, and residential uses.

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**2. PERMITTED USES**

The Property may be used for:

- Agricultural purposes
  - Recreational purposes
  - Hunting and wildlife-related activities
  - Single-family residential use
  - Other lawful uses consistent with rural property ownership
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**3. PROHIBITED USES**

The following uses are prohibited on the Property:

**3.1 Intensive Livestock Operations**

No commercial feedlot operations, commercial swine operations, or commercial poultry operations shall be conducted on the Property.

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**3.2 Junkyards and Salvage Operations**

No junkyard, salvage yard, or accumulation of discarded vehicles, equipment, or refuse shall be permitted on the Property.

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### **3.3 Hazardous Materials**

No hazardous materials shall be generated, stored, released, or disposed of on the Property in violation of applicable local, state, or federal laws.

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### **3.4 Heavy Industrial Use**

No heavy industrial use shall be conducted on the Property.

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## **4. GENERAL PROPERTY MAINTENANCE**

The Property shall be maintained in a reasonably clean and orderly condition so as not to constitute a nuisance or negatively impact neighboring properties.

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## **5. NO WARRANTY OR REPRESENTATION**

These restrictions are intended to be minimal and shall not be interpreted to unreasonably restrict lawful uses of the Property.

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## **6. TERM**

These covenants and restrictions shall run with the land and be binding for a period of **twenty (20) years** from the date of recording, after which time they shall automatically renew for successive ten (10) year periods unless terminated or modified by written agreement of the then-current owner(s).

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## **7. ENFORCEMENT**

These covenants may be enforced by Declarant, or any subsequent owner of all or a portion of the Property, by appropriate legal proceedings. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs.

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## **8. SEVERABILITY**

If any provision of this Declaration is held invalid or unenforceable, such determination shall not affect the validity of the remaining provisions.

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**9. AMENDMENT**

These restrictions may be amended, modified, or terminated by the written agreement of the then-current owner(s) of the Property.

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**EXECUTED this \_\_\_ day of \_\_\_\_\_, 2026.**

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**DECLARANT:**

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Name: \_\_\_\_\_

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**ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2026, by

\_\_\_\_\_.

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Notary Public, State of Texas