

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
[A 45.9-ACRE TRACT, KNOWN AS TRACT 1 OUT OF A 240.9-ACRE TRACT IN
ABS A076 MULDOON M 14 LG, FAYETTE COUNTY, TEXAS]

STATE OF TEXAS §
 §
COUNTY OF FAYETTE §

WITNESSETH

WHEREAS, Laura DeSouza (the “**Declarant**”) is the owner of the following real property in Fayette County, Texas (the “**Property**”):

All that certain 45.9 acre tract or parcel of land (identified as Tract 1), situated in the ABS A076 MULDOON M 14 LG, Fayette County, Texas, being more particularly described by metes and bounds on **Exhibit “A”**, attached hereto and made a part hereof;

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale, and use of the Property and any other real property out of the “**Parent Tract**” (hereinafter defined) that is now or in the future subjected to the terms and provisions set forth in this Declaration of Covenants, Conditions and Restrictions (the “**Declaration**”) for the benefit of the present and future owners of the Property and the Parent Tract;

WHEREAS, the Parent Tract is comprised of the following real property:

All that certain tract or parcel of land containing 240.9 acres situated in the ABS A076 MULDOON M 14 LG, Fayette County, Texas, 240.9-acre tract being more particularly described by metes and bounds on **Exhibit “B”**, attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, restrictions, and easements set forth in this Declaration, which shall run with title to the Property,

as such Declaration may be hereafter amended and/or supplemented, and shall be binding upon all parties now and at any time hereafter having or claiming any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Single Family Residential Use.

The Property shall be used for single-family residential purposes only. No structure designed for dwelling purposes may be constructed on the Property other than a detached, single-family residential dwelling. Related accessory buildings such as a garage, garage apartment or small guest cabin, storage shed, barn, and the like are also permitted.

As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of the Property for multiple dwellings, duplex apartment, or any other apartment or for any multi-family use, or for any business, professional or other commercial activity of any type, unless such business, professional, or commercial activity is unobtrusive and merely incidental to the primary use of the Tract for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional, or commercial related sign, logo or symbol displayed on the Tract; there are no clients, customers, employees or the like who go to the Tract on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, or traffic and the like. Notwithstanding the foregoing, an owner may use the Property for agricultural purposes as described in Section 4 of this Declaration.

2. Temporary Dwelling Facilities.

No structure other than a site-built, single-family residential dwelling, garage apartment, or cabin may be used for dwelling purposes on the Property. Notwithstanding the foregoing, a temporary living facility, such as a travel trailer or motor home, may be utilized for dwelling purposes while a permanent, single-family residential dwelling or cabin is actively being constructed on the Tract; provided that, no such temporary living facility may remain on the Property as a dwelling for more than four (4) years, commencing from the date the temporary living facility is initially placed on such Tract.

3. Mobile Homes and Manufactured Homes.

Mobile homes and manufactured homes of any kind are strictly prohibited on the Property and shall not be utilized as a permanent or a temporary living facility at any time.

4. Limited Agricultural Use.

The Property may be used for limited agricultural purposes that are not inconsistent with nearby residential use. By way of example and not limitation, the keeping of a reasonable number of livestock such as cattle and horses is permitted. Commercial feed lots, commercial swine operations, commercial poultry operations, and the like are prohibited.

5. Leasing.

Except a lease for permitted agricultural uses described herein, no less than the entirety

of the Property and all improvements thereon may be leased to a tenant.

6. Hazardous Materials.

No hazardous materials may be used, generated, manufactured, produced, stored, released, discharged, disposed of, or transported to or from the Property. Chemicals, fertilizers, and similar substances incidental to household use and agricultural purposes may be used and maintained in reasonable quantities on the Property.

7. No Subdivision.

The Property may not be subdivided.

8. Prohibited Activities.

The following activities are prohibited on the Property: (a) any activity that is otherwise prohibited by this Declaration; (b) any illegal activity; (c) any nuisance or noxious or offensive activity; and (d) dumping of trash or rubbish; (e) parking or storing any inoperable motor vehicles, trailers, or recreational vehicles on the property for more than 90 days. Inoperable vehicles are defined as those that are not in operating condition, do not display valid license plates, or do not have a current inspection sticker. Exceptions: Vehicles in the process of being repaired may be stored for a maximum of 90 days. Vehicles being restored may be stored for a maximum of 90 days, provided they are not visibly dilapidated or a nuisance.

Declarant, the owner of the Property, and the owner of the Parent Tract or any portion thereof and their respective heirs, successors, and assigns shall have the right to enforce this Declaration in the event of a violation or attempt to violate any provision herein pursuant to a proceeding at law or in equity to abate, preempt, or enjoin any such violation or attempted violation or to recover monetary damages related thereto, including reasonable attorney's fees incurred in such enforcement proceedings.

9. Amendment.

As long as Declarant owns any portion of the Parent Tract, Declarant may unilaterally amend this Declaration for any purpose; provided, however, such amendment must not impair a vested property right of an owner. Additionally, this Declaration may be amended by the affirmative vote of owners representing not less than seventy-five percent (75%) of the total acreage of the Parent Tract; provided, however, that an amendment recorded while Declarant owns any portion of the Parent Tract must be approved by Declarant. Any amendment must be reflected in a written instrument, signed by the requisite percentage of approving owners and/or Declarant, as required herein, and recorded in the Official Public Records of Fayette County and Texas.

10. Additional Property.

Declarant may subject additional portions of the Parent Tract to the terms and provisions stated in this Declaration, and such provisions may be altered or amended by filing for record in the Official Public Records of Fayette County, Texas.

11. Term.

The provisions of this Declaration shall remain in full force and effect until January 1, 2042, and shall be extended automatically for successive ten (10) year periods each; provided, however, that the provision of this Declaration may be terminated on January 1, 2042, or on the commencement of any successive ten (10) year period by filing for record in the Official Public Records of Fayette County, Texas and Gonzales County, Texas, respectively, an instrument in writing signed by owners representing not less than seventy-five percent (75%) of the total acreage of the Parent Tract.

12. Severability.

In the event of the invalidity or partial invalidity or unenforceability of any provision of this Declaration, the remainder of the Declaration will remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration of Covenants, Conditions, and Restrictions on the day of , 2024 , to become effective upon recording in the Official Public Records of Fayette County, Texas.

DECLARANT
LAURA DESOUZA,

By:Laura DeSouza

STATE OF TEXAS §
§
COUNTY OF FAYETTE §

BEFORE ME, the undersigned authority, on this day personally appeared Laura DeSouza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated, and as the act and deed of said corporation/political subdivision.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of , 20 .

Notary Public in and for the State of Texas

