

**DLS SUBDIVISION**  
Wilson County, Texas

STATE OF TEXAS     §

COUNTY OF WILSON §

DAVID L. STROZIER and wife, SANDY L. STROZIER, hereinafter "Developer", being the owners of the property known as DLS SUBDIVISION, a subdivision out of the S & J Arocha Grant, Wilson County, Texas, do hereby place the following restrictions on said property, plat of which is recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Plat Records of Wilson County, Texas.

WHEREAS, it is the desire of Developer to create a residential real estate subdivision, and as part of doing so to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon DLS SUBDIVISION these restrictions, and declares the following reservations, easements, restrictions, covenants, and conditions applicable thereto, for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. Lot 4 and its current improvements are grandfathered. However, any changes to Lot 4 including changes to existing improvements shall comply with these restrictions, covenants and setback lines.

**Restrictions, Covenants, and Setback Lines**

1. The property herein described, when sold, now and hereinafter, shall be used for residential purposes only, and only one dwelling house with the necessary out houses thereon shall be constructs and maintained upon any one or more of such lots of land.
2. Except as otherwise noted below, each and every dwelling house to be erected upon any lot or lots herein described must from in the direction of the site, and the main building of such improvement shall be situated above the 428 foot elevation line as shown on plat, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Plat Records of Wilson County, Texas from the front street or property line, and no residence or storage building shall be built closer to either of an adjoining lot property line than 20 feet.
3. The main dwelling house to be erected upon any of such lots shall consist of a minimum of 1800 square feet of living area with a minimum of 75% masonry construction: and a two car garage, either attached or detached. Driveway to be installment and consist of an asphalt or concrete finish. No fencing other than chain link, six foot privacy fencing, or net wire fencing limited to the sides and back of property, not including front of property. No tents, shacks, trailer or garages shall be occupied as living quarter on said premises prior to or following the completion of the permanent main dwelling upon any lot, to the end that the main dwelling shall be first constructed.
4. A 15 foot perimeter of all lots, being a strip of land 15 feet in width around each lot shall bear and be charged with a utility easement for the purpose of placing and maintaining thereon and thereunder any and all improvements or apparatus, pipes, wires, cables, conduits and other instrumentalities necessary or needful in the transmitting, conduction and distributing of electric current, telephone and public utility service, and shall have the rights of ingress and egress, in and over and across said 15 foot strip. All electric wiring to be placed underground.
5. These Restrictions include the drainage easement shown on the DLS Subdivision Plat described herein and detailed on Notes 7, 8, and 9 therein.
6. No obnoxious or offensive trade shall be carried on upon said premises and especially no malt, vinous or spirituous liquors of any nature or other intoxicating liquors of any nature whatsoever shall be bartered or sold upon any lot.

7. Each Grantee, his heirs and assigns covenant that they will at all times comply with, properly executed and fulfil the lawful ordinances of the City of Floresville, and all other authorities, applicable to the uses of the above-described premises and will comply with all orders and requirements imposed by all boards of health, sanitary and police departments for the prevention, correction and abatement of nuisances in and upon or connected with the hereinabove described property.

8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. However, lot owner may keep one horse per acre per lot.

9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Water Supply. No individual water supply system shall be permitted on any lot.

11. Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said plat, provided such tract does not constitute a homesite smaller in size than the original lot size as shown on the recorded plat.

12. These covenants are to run with the land and shall be binding all parties and all persons claiming under them for a period of 50 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of then owners of the lots, has been recorded, agreeing to change said covenants.

13. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall retain in full force and effect.

SIGNED JANUARY \_\_\_\_\_, 2022.

**DLS SUBDIVISION**

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DAVID L. STROZIER

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SANDY L. STROZIER

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This instrument was acknowledged before me on JANUARY \_\_\_\_\_, 2022 by DAVID L. STROZIER and wife, SANDY L. STROZIER.

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Notary Public, State of Texas