

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS     §  
                                  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF FAYETTE    §

THAT WHEREAS, DENNIS WAYNE KALLUS and wife, DIANE KALLUS, hereinafter called Declarant, are the owners of all that certain real property located in Fayette County, Texas, described as follows:

58.64 acres, M. Muldoon League No. 14, Abstract No. 76, Fayette County, Texas  
(See Exhibit "A" attached hereto)

WHEREAS, the Declarant will convey the above described property, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their

heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

## ARTICLE ONE

### Definitions

#### Owner

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot.

#### Properties

1.02 "Properties" shall mean and refer to the 58.64 acre tract described above.

#### Declarant

1.03 "Declarant" shall mean and refer jointly to Dennis Wayne Kallus and wife, Diane Kallus, their heirs, successors and assigns.

## ARTICLE TWO

### Use Restrictions

#### Residential Use Only

2.01 The property shall be used for residential purposes only. No commercial or business use of any property shall be permitted. No sign shall be placed on any part or portion of such property indicating a commercial use thereof.

#### Type of Construction

2.02 Each residential building shall contain no less than 1200 square feet of floor space, exclusive of open porches, breezeways, carports and garages. Campers may be in

place for use while the permanent residential building is being completed but in no event to exceed two (2) years. The exterior of all buildings should be completed with exterior finishes consistent with local building industry norms and practices. Partially constructed buildings must be completed within two (2) years from the date construction began.

No pre-manufactured housing, trailer house, mobile home, doublewide mobile home or structure of a temporary character shall be located on the Properties at any time.

#### Set Back Lines

2.03 All buildings, dwellings, garages, barns and other buildings constructed on the Properties must set back at least fifty (50') feet from any public or private roadways or boundary lines.

#### Animals

2.04 No swine, fowl or poultry shall ever be allowed on the Properties. No livestock shall be permitted until the Properties is fenced; and then no more than one (1) animal per 1.50 acres shall be permitted. Livestock consists of horses, donkeys, cattle, sheep, llamas and goats. Confined dogs and/or cats may be kept provided they are not kept, bred or maintained for any commercial purpose, or in unusual quantity.

#### Debris

2.05 The Properties shall not be used or maintained as a dumping ground for rubbish, trash or wastes. Trash, garbage, refuse and other such wastes shall not be kept except in sanitary containers and shall be disposed of summarily with dispatch.

Vehicles

2.06 No junk yards or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on the Properties for more than two (2) weeks shall constitute a junk yard.

Sanitation

2.07 No outside toilets shall be permitted. It is the responsibility of the purchaser, not the owner subdivider hereto, to install any aeration system, septic tank or soil-absorption sewerage disposal system. Installation of the aeration system or septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations of Fayette County, Texas and the Division of Sanitary Engineering, Texas State Department of Health and subject to inspection and approval by the Fayette County Health Department.

Nuisance

2.08 No noxious or offensive activity shall be carried on or conducted upon any the Properties, nor shall anything be done on the Properties which shall or may be or become any annoyance or nuisance to neighbors.

Appearance

2.09 Grass, vegetation and weeds on the Properties shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. All structures and tracts shall be kept in good repair.

### Recreational Vehicles

2.10 The storage of recreational vehicles, farm tractors, tractor implements, etc. shall be located in such an area of the Properties so as to minimize the view from Baca Loop Road and neighboring tracts of land.

## ARTICLE THREE

### General Provisions

#### Enforcement

3.01 The Declarant, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Severability

3.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

#### Duration and Amendment

3.03 The covenants, conditions and restrictions of this Declaration shall perpetually run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any lot subject to this Declaration, and their respective legal

representatives, heirs, successors and assigns. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than ninety (90%) percent of the Owners of the 58.64 acre tract on an acreage basis. No amendment shall be effective until recorded in the Official Records of Fayette County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

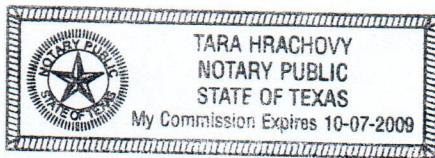
**EXECUTED** by the said Declarant this 10<sup>th</sup> day of February, 2009.

*Dennis Wayne Kallus*  
**DENNIS WAYNE KALLUS**

*Diane Kallus*  
**DIANE KALLUS**

THE STATE OF TEXAS     §  
  §  
COUNTY OF FAYETTE    §

This instrument was acknowledged before me on the 10<sup>th</sup> day of February, 2009, by **DENNIS WAYNE KALLUS and wife, DIANE KALLUS.**



*Tara Hrachovy*  
**NOTARY PUBLIC, STATE OF TEXAS**

**RECORD AND RETURN TO:**

Mr. Mike Steinhauser  
State Bar No. 19135800  
Attorney at Law  
107 E. North Main  
Post Office Drawer D  
Flatonia, Texas 78941  
(361) 865-2540 - Telephone  
(361) 865-3934 - Facsimile

**Muras Land Surveying, Inc.**

3802 KRISCHKE ROAD  
SCHULENBURG, TEXAS 78956-5631  
PH. (409) 561-8341

STATE OF TEXAS            ()  
                                  ()  
COUNTY OF FAYETTE        ()

Johnny Kallus Estate  
Division of 134.86 Acres

All that certain tract or parcel of land situated in Fayette County, Texas, a part of the M. Muldoon League No. 14, A-76, same being a part of that certain called 150 acre tract of land described in a Correction Deed from Julius Pospisil and Anna Pospisil to Johnny Kallus and wife, Eugenia Kallus, dated December 19, 1956 and recorded in Volume 294, Page 105 of the Deed Records of Fayette County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

**TRACT 3 - 58.64 ACRES**

**BEGINNING** at an iron rod set at a fence corner post for the Northeast corner, same being the Northeast corner of the said Johnny Kallus, et ux. 150 acre tract of land, same lying in the South margin of a county road named Baca Loop Road;

**THENCE**, along the East boundary of the said Johnny Kallus, et ux. 150 acre tract, SOUTH 1907.05 feet to an iron rod set for the Southeast corner;

**THENCE**, S 71°28'07" W 628.99 feet to an iron rod set for an angle corner and S 76°07'51" W 691.50 feet to an iron rod set for the Southwest corner;

**THENCE**, N 11°32'49" W 412.07 feet to an iron rod set for a corner, same lying in a Northern boundary of the said Johnny Kallus, et ux. 150 acre tract of land;

**THENCE**, along a Northern boundary of the said Johnny Kallus, et ux. 150 acre tract, S 89°49'26" E 158.13 feet to a concrete monument found at a fence corner post for an interior corner, same being an interior corner of the said Johnny Kallus, et ux. 150 acre tract;

**THENCE**, along the West boundary of the said Johnny Kallus, et ux. 150 acre tract, N 00°11'11" E 1928.21 feet to an iron rod set at a fence corner post for the most North Northwest corner, same being the most North Northwest corner of the said Johnny Kallus, et ux. 150 acre tract, same lying in the South margin of said Baca Loop Road;



THENCE, along the North boundary of the said Johnny Kallus, et ux. 150 acre tract and the South margin of said Baca Loop Road, S 81°59'57" E 194.10 feet to an iron rod set, S84°39'24"E 158.31 feet to an iron rod set, S 87°19'30" E 161.82 feet to an iron rod set and S 89°12'00" E 674.38 feet to the place of beginning, containing 58.64 acres of land.

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY:

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements, or rights of way, except as shown hereon, and that said property has access to and from a dedicated roadway.

*Tim W. Muras*  
Tim W. Muras, R.P.L.S.  
Registered Professional Land Surveyor No. 4401  
Schulenburg, Texas  
December 21, 1998

SEAL:



\$48.00 Pd.  
Filed By & Return To:  
Mike Steinhauser, Atty  
P.O. Drawer D  
Flatonía, Tx. 78941

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 Named RECORDS of Fayette County, Texas as stamped hereon by me on,

**FILED**  
10:20 AM  
FEB 11 2009

FEB 11 2009

*Carolyn Kubos Roberts*  
CAROLYN KUBOS ROBERTS  
CO. CLERK, FAYETTE CO., TEXAS



*Carolyn Kubos Roberts*  
CAROLYN KUBOS ROBERTS  
COUNTY CLERK, FAYETTE COUNTY, TEXAS