



Declaration of Restrictive Covenants of the

**532 ESTATES
Subdivision
Basic Information**

Date: September 9, 2021

Declarant: TF ASSETS, LLC

Declarant's Address:

TF ASSETS, LLC
1301 E Sarah DeWitt Drive
Gonzales, Texas 78629

Property:

ALL OF LOT NO. ONE (1) – FOUR (4) AND LOT NO. SIX (6) – TWENTY-TWO (22), in 532 ESTATES, a subdivision lying and being situated in Gonzales County, Texas, according to the map or plat of said **532 ESTATES**, as the same appears of record in Plat Cabinet Slide 148-B, of the Gonzales County, Texas Plat Records; and

Being all that certain sixty-foot (60') access easement, lying and being situated in Gonzales County, Texas, according to the map or plat of said **532 ESTATES**, as the same appears of record in Plat Cabinet Slide 148-B, of the Gonzales County, Texas Plat Records.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means TF ASSETS, LLC, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner(s)" means every record Owner(s) of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Plat Cabinet Slide 148-B, of the Gonzales County, Texas Plat Records., and any replat of or amendment to the Plat made in

accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any burning, dumping or burying of trash or rubbish
- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising and breeding of animals, livestock, or poultry, except for FFA or 4-H project animals and common domesticated household pets, such as dogs and cats, not to exceed two (2) horses, three (3) head of livestock, and four (4) dogs confined to a fenced yard or within the Residence, provided however, Lot No. 4 shall not exceed six (6) head of horses or livestock;
- h. any commercial or professional activity, including but not limited to commercial trucks or tractor trailers, except reasonable home office use;
- i. the renting of a portion of a Residence or Structure;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except –

- i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
- ii. political signage not prohibited by law;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer older than five (5) years on a Lot, without written approval from Declarant;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;
- o. hunting and or shooting a firearm;
- p. occupying a Structure that does not comply with the construction standards of a Residence; and

D. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- e. *Construction.* All new construction must be completed within nine (9) months.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.
- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,100 square feet.
- b. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line.

All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

d. Other Structures. Other structures including out buildings, portable buildings or garages must be less than 3,000 square feet in size and must be constructed of new material.

e. Fences, Walls, and Hedges. No fence, wall, or hedge shall be taller than six (6) feet tall.

f. Swimming Pools and trampolines. All swimming pools and trampolines must be located behind the Residence.

E. ALL OF LOT NO. Five (5), in 532 ESTATES, a subdivision lying and being situated in Gonzales County, Texas, according to the map or plat of said **532 ESTATES**, as the same appears of record in Plat Cabinet Slide 148-B, of the Gonzales County, Texas Plat Records shall have the following use and activities:

1. *Permitted Use.* LOT NO. Five (5) may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are –

- a. further subdividing LOT NO. Five (5).
- b. any keeping or raising and breeding of fighting poultry, goats or hogs, except for FFA or 4-H project animals and common domesticated household pets, such as dogs and cats, not to exceed two (2) horses, three (3) head of livestock, and four (4) dogs confined to a fenced yard or within the Residence;
- c. any storage of vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway;
- d. hunting and or shooting a firearm
- e. only two single family residences may be located on LOT NO. Five (5).

2. Other provisions.

- a. *Swimming Pools and trampolines.* All swimming pools and trampolines must be located behind the Residence
- b. If LOT NO. Five (5) is used for any commercial or professional activity, including but not limited to commercial trucks or tractor trailers, the owner of LOT NO. Five (5) shall be solely responsible for the maintenance of both entrance driveways from maintenance of the easement from FM 532 to the southernmost boundary line of LOT NO. Five (5).

F. Reciprocal Road Maintenance

1. In lieu of subjecting the property and its owners to the control of a formal home owners association, each Owner by acceptance of any deed to any Lot agrees to the terms and conditions for road maintenance as set out herein.

2. Each Owner will share equally in the expenses for normal maintenance and repair of the roads as shown on the plat. No expense shall be incurred by any Owner without approval of a majority of the Owners. Such consent shall be in writing and signed by all Owners, with a copy delivered to each Owner.

3. The roads will be maintained in good passable condition under all traffic and weather conditions. Maintenance and repair will include drainage facilities as well as surface work.

4. The cost for agreed maintenance and repair shall be borne and shared equally by all Owners. In the consent to repair, the Owners shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each Owners share of the cost.

5. If an Owner or its agent disturbs the surface of the roadway (other than normal automobile and service ingress and egress), that Owner is responsible for immediately restoring the road surface to as nearly as possible the condition in which it existed before being disturbed.

G. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

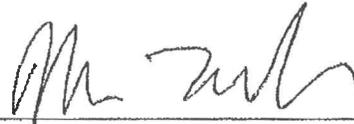
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Annexation of Additional Property.* On written approval of Declarant and not less

than 75 % percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

TF Assets, LLC, a Texas limited liability company

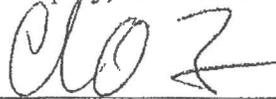


Michael Tuch, Manager

STATE OF TEXAS §

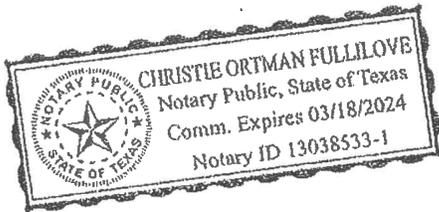
COUNTY OF GONZALES §

This instrument was acknowledged before me on September 9 by Michael Tuch, Manager of TF Assets, LLC, a Texas Limited Liability Company, on behalf of said company .



Notary Public, State of Texas

My commission expires: 3-18-24



After recording, please return to:

ORTMAN FULLILOVE LAW, PLLC
403 St. George
GONZALES, Texas 78629
Tel: 830 672-9535
Fax: 830 672 8654

FILED AND RECORDED

Instrument Number: 21310181 V: 1384 P: 523

Filing and Recording Date: 09/14/2021 02:11:48 PM Pages: 9 Recording Fee: \$44.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Gonzales County,



Lona Ackman, County Clerk
Gonzales County, Texas

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

Returned To:
BURCHARD ABSTRACT CO
403 ST GEORGE STREET
GONZALES, TX 78629