

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS                   §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF AUSTIN                   §

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by Nancy Naron and Dennis Holder (Owner).**

WHEREAS, the Owner is the owner of 132.025 acres of land (the Property) comprised of 130.4627 acres of land out of a 177.7037 acre tract and 0.5177 acres of land deeded from Kay Wade Tyson to Nancy S. Naron, et al, and recorded in the Austin County Clerk's File No. 994944, located in the S.C. Douglass Survey, Abstract 33, and the J.P. Morton Survey, Abstract 273, Austin County, Texas and 1.0446 acres of land deeded from Otto Reichardt, Jr. et ux, to Nancy S. Naron, et al, recorded in File No. 994943, Austin County Official Records, located in the H. Amthor Survey, Abstract No. 113, Austin County, Texas.

WHEREAS, the Owner desires to impose upon the Property the covenants, conditions and restrictions herein set forth. The property is known as 14941 Frantz Road, Cat Spring, Texas 78933. The Owner hereby declares that the Property will 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 constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns.

The Property has been surveyed to establish the boundaries and descriptions of two tracts, one consisting of 60.92 acres and one consisting of 71.105 acres.

**ARTICLE I  
USE RESTRICTIONS AND CONSTRUCTION OF IMPROVEMENTS**

The purpose of the following covenants is to restrict noise and activity that would disturb the peaceful enjoyment of nearby properties owned by others and to protect wildlife habitat.

1. **Uses.** The property shall be used primarily for residential purposes and improvements for agricultural or wildlife use. No retail, industrial or manufacturing activities are permitted. Multifamily or office buildings are not permitted. Commercial recreational vehicle parks and UTV or ATV trail riding businesses are not permitted.
2. **Subdivision.** The property may be subdivided as long as no resulting tract is smaller than 10 acres. If the property owner chooses to subdivide, a plat must be approved by the Austin County Commissioners Court and recorded with the Austin County Clerk and adhere to all of the Subdivision Rules of Austin County in effect at the time the property is subdivided.
3. **Firearms.** No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing property damage shall be discharged except for the protection of Owners of the Tracts and their property or animals from predators or nuisance varmints, including feral hogs, coyotes and snakes not protected by State law. Hunting is prohibited. Continuous, repetitive discharging of firearms, such as in skeet shooting and target practice, is prohibited.

4. **All-Terrain Vehicles.** Use of all-terrain vehicles (ATVs) and utility vehicles (UTVs) is permissible. Use of dirt bikes is prohibited.
5. **Protection of Creeks and Drainage.** Per State law, construction of ponds, driveways, and buildings shall be done in such a manner that water shall not be caused to pool on any adjoining property owned by others.

**ARTICLE II**  
**GENERAL PROVISIONS**

1. **Enforcement.** All restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration shall run with the land. Owners shall have the right to enforce all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure by the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Owner may recover reasonable attorney fees and court costs incurred in the effort to enforce the deed restrictions.
2. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded ("Initial Term"). At the end of this initial 20-year term and any successive extensions thereof, these Restrictions will be extended automatically for successive periods of ten (10) years each, unless terminated prior to the end of the term by filing in the Official Records of Real Property of Austin County, Texas an instrument signed by at least seventy-five percent (75%) of owners.

IN WITNESS WHEREOF, the undersigned Owner has executed this Declaration this \_\_\_\_th day of \_\_\_\_\_, 2022.

**OWNER:**

\_\_\_\_\_  
Nancy S. Naron

\_\_\_\_\_  
Dennis M. Holder

THE STATE OF TEXAS     §  
  §  
COUNTY OF AUSTIN     §

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by Nancy S. Naron and by Dennis M. Holder.

\_\_\_\_\_  
Notary Public, State of Texas