

DEED RESTRICTIONS

“CANNON NORTH SUBDIVISION” GONZALES COUNTY, TEXAS

This declaration of Restrictions is made on **August 27th, 2021** in **Gonzales, Texas** by **River Land Holdings, LLC**, “Declarant”, whose mailing address is P.O. Box 1621 Gonzales, Texas 78629.

RECITALS

- A. Declarant is the owner of all the certain real property located in **Gonzales County**, Texas described as follows. **Lots 1 through 24** of the **“Cannon North Subdivision”**, **Gonzales County**, Texas.
- B. Declarant has constructed this general plan for the entire property as a whole, with provisions for lots **1 - 24** of the **“Cannon North Subdivision”** which provides a general scheme of development designed to secure and benefit the property in general and each owner of an interest in the property.
- C. In effect the Declarant desires in accordance with the restrictive covenants to restrict the property in accordance to the following restrictions.

ARTICLE I General Provisions Definitions

- A. Developer “Developer” means Declarant
- B. Lot “Lot” means all of lots **1 – 24** shown on the plat of the **“Cannon North Subdivision”** map recorded in slide **149-B** of the map or plat Records of **Gonzales County**, Texas on which a single family dwelling is or may be built.
- C. Subdivision “Subdivision” shall mean the **“Cannon North Subdivision”** as described by those certain tracts of land known as **“Cannon North Subdivision”** as recorded in the Deed of Records in **Gonzales County**, Texas.
- D. Owner “Owner” shall mean the legal title holder of record, whether one or more persons or entities, of any portion of the property, including owners who have contracted to sell any

property and any person or entity holding legal title as trustee, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II Restrictions

Home Requirements

- A. Only one (1) home is permitted per Lot. Except tract 1 which has a maximum of 2 homes.
- B. All homes must have a minimum of 800 square feet of living area with no maximum building size limit.
- C. All homes shall have siding and skirting of wood, metal, hardie board or smart panel.
Vinyl siding is strictly prohibited.
- D. All homes must have front and back porches, minimum size of 6' X 10' and must be constructed with the home.
- E. Building Setback Lines – See Recorded Plat
- F. The Developer reserves the right to grant variances at his discretion until each lot located within the development has been sold.
- G. If a premanufactured home is desired the home must be a double wide or larger.
Single wide manufactured homes are strictly prohibited.

Out Buildings-Structures

Any structure or improvements attached to the home must be new construction and of the same style, material, color and design of the current residence. Additional buildings used as a shed, barn etc. will have a maximum building size of 3,000 sq. ft. with no minimum. All swimming pools must be located in the rear of the residence and must be fenced.

Sewer Systems

All homes or structures with sanitary facilities shall be connected to a septic system which meets the requirements of the Texas Department of Health and **Gonzales County**, Texas. All septic systems must be inspected according to the guidelines set by the Texas Department of Health. Only one septic system per lot shall be used and installed.

Construction Completion

All site built residences must be completed within seven (12) months from initial start of construction. All premanufactured homes must be completed within 60 days from initial start of construction.

Temporary Residence

The use of an RV, trailer, tent, shack, camper etc. is strictly prohibited for residential use both temporarily and permanently.

Re-Subdivision

No part of any of this subdivision may be further sub-divided.

Vehicle Limitations

No unlicensed, inoperable, or junk motor vehicles or equipment of any kind may be located or stored on the property unless it is located within a completely enclosed structure.

Single Family Use

The property is restricted to use for single family residential purposes.

Unsuitable Storage of Trash and Garbage

Lots at no time shall be used for storage of building materials or other property; only exceptions are during construction of a dwelling or residence. All trash and garbage must be stored in a sanitary container and disposed of by means of a commercial garbage company. All sanitary containers must be stored or placed out of "line of sight" except on said days of garbage-trash pickup. Burning of garbage is not allowed on any lots in subdivision.

Business Restrictions

No business or commercial activity of any kind shall be allowed or conducted on any of the lots within the subdivision. Only commercial vehicles with a gvwr weight rating of 12,000 or less are allowed within the subdivision. A maximum of (4) four vehicles per residence are allowed. Commercial vehicle exceptions - If a commercial vehicle is used by the tenant for their primary income then no more than 2 commercial vehicles are allowed per lot at any time.

Drainage

Land owners or tenants cannot create or build any "dam" or blockage on any natural water drainage to make water back up on any other lot or lots temporarily or permanently.

Animals and Livestock

No swine (hogs) are allowed. Maximum total of large livestock including but not limited to cattle or horses is 3 head at any time. Maximum total head of standard size farm animals including but not limited to goats and sheep must not exceed 6 head any time. Maximum of five (5) dogs are allowed in the subdivision per lot and must be confined inside property boundaries at all times. Only Exception is a FFA or 4-H project in which all animals must have dedicated pens or fencing. Overgrazing of the property is not allowed at any time. It will be the sole responsibility of the owner to manage the grazing of the property in order to maintain the esthetics of the subdivision.

Leasing

Lots may be leased for residential purposes only which are outlined in the restrictions. All leases shall require that the tenants acknowledge receipt of a copy of the declaration of covenants and conditions. Residences and lots cannot be leased or used for oilfield or commercial "man" camps.

Nuisance

It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unsightly, or unkempt condition on his/her property. NO obnoxious or offensive activity shall be carried on within the properties, or shall anything be done to cause discomfort, annoyance, or nuisance to any person using any of the properties within the subdivision. No hunting or discharging of firearms is allowed within the subdivision.

Fencing

A maximum height of 6' allowed on all fencing within the subdivision.

**ARTICLE V
ADDITIONAL PROVISIONS**

Severability

Should any one or more of the Restrictions set forth herein be held to be invalid or unenforceable by final judgment of any court, the same shall in no way affect the remainder of the Restrictions contained herein not directly affected by such final judgment, and the remainder of such Restrictions shall remain in full force and effect.

Enforcement

The Declarant or assigns, or any other persons owning a lot in the "**Cannon North Subdivision**" shall have the right to prosecute any action at law or in equity that it or they deem advisable and to enjoy any violation or attempted violation of any of the Restrictions contained herein, and to prosecute the same against the person or persons in violation or attempting to violate the same. All owners in violation of these rules will receive a warning via certified mail for their violation. They will be given 21 days in which to resolve the matter in full. Any owner who does not resolve this matter within the 21 day time frame will be issued a fine of \$500.00. If the violation is still not resolved the violator will be fined \$500.00 every 30 days until such violation has been resolved or until court order rules otherwise.

Duration

These Restrictions shall remain in effect perpetually.

Attorney's Fees

In the case of any controversy, dispute or claim that arises relating to this document or the provisions set forth, breach, or an enforcement, the prevailing party shall be entitled to recover from the losing party any reasonable expenses and attorney's fees.

Interpretation

This Declaration shall be liberally construed to relate its purpose of establishing a uniform plan for lots **1 –24** of the **Cannon North Subdivision**.

Witnessed on this the ____ Day of _____

River Land Holdings, LLC

State of Texas

County of **Gonzales**

Before me, the undersigned authority on the day personally appeared **Henry C. Schmidt III (manager) of River Land Holdings, LLC** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the ____ Day of _____

Gonzales County, Texas

Notary Public