

10/20/01
Rev
1/2/01

**BASIC HOMEOWNER REQUIREMENTS
"THE HOMESTEAD ON HOBBS CREEK"**

**Following is a summary of the Covenants & Restrictions that have been
filed to protect your investment in "The Homestead."**
(For details, request a filed Declaration of Covenants, Conditions and Restrictions)

No manufactured buildings of any kind nor commercial activity or manufacturing will be allowed.

One residence per lot (a guesthouse if septic is engineered for it).

Construction must be commenced within one year of closing on lot and house must be completed with reasonable diligence once construction commences.

Landscaping must be completed within 12 months of start of construction.

Minimum square footage: One-story 1800 square feet - Two-story 2200 square feet.

Fifty percent masonry on all buildings. Masonry is defined by the experts as material that is put together with mortar. If Hardi-Plank is used, the house must have at least 50% stucco, stone or brick. (Please review Homeowner Deeds and Restrictions).

Property owner & contractor are responsible for:

- Home site being built out of the flood plain
- Setbacks: 50 feet from front and back lot lines, 15 feet from side lot lines
- Mailboxes in same masonry as house
- Underground utility lines from street to house
- Culvert & Paved driveway
- Engineered septic systems
- Hidden propane tanks

Only in-ground pools are allowed.

No cutting of trees larger than 8" in diameter without permission.

Architectural Control Committee/Homeowners Association: dues \$120 per year, in advance.

One vote in Homeowners Association per lot owned.

~~See Postmaster Linda Capello for mail service when your mailbox is completed.~~

~~Call Action Disposal in Elgin at 281-4042 when you are ready for trash pickup.~~

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

MJV DEVELOPMENT, LTD.

Route 2, Box 2090
Cedar Creek, Texas 78612
Attention: Mary J. Voss

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SPACE ABOVE LINE FOR RECORDER'S USE

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HOME SITES**

THE HOMESTEAD ON HOBBS CREEK

WHEREAS, MJV Development Ltd. ("Developer") is the owner and developer of THE HOMESTEAD ON HOBBS CREEK SUBDIVISION ("Subdivision"), located in Bastrop County, Texas, according to the plat executed by Developer, which plat is filed in Volume _____, page _____, in the Plat Records of Bastrop County, Texas; and

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing lots in the Subdivision in particular, for the Developer to place restrictions and conditions upon the Subdivision designating and describing the manner of usage permitted for lots within the Subdivision including allowable structures upon Subdivision lots, which restrictions and conditions are enumerated in this Declaration of Covenants, Conditions and Restrictions ("Restrictions").

NOW THEREFORE, Developer amends 2.b. and 6., and establishes the following Restrictions for the Subdivision which shall be covenants running with the land, binding upon and inuring to the use and benefit of purchasers of lots, their successors and assigns and inuring to the use and benefit of purchasers of adjacent lots and other adjoining property which has been, or which may be developed and sold by Developer and made a part of the Subdivision.

1. **Property Use:** Only one single-family residence shall be permitted on each lot of the Subdivision. All lots in the Subdivision shall be used for single-family residential purposes only, and no part of any lot shall ever be used for a business or commercial purpose or for carrying on a trade or profession, save as permitted by section 17.

Lots numbered 1-4 are reserved by the Developer for potential commercial development and are exempted from the provisions of this section 1.

No structure of a temporary nature, including, but not limited to, a trailer, manufactured housing unit, tent, shack, garage, barn or other type of outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the permission of ACC or HHA, as applicable.

Temporary uses may be made of lots by Developer for model houses, parking lots or sales offices, which uses shall be permitted until such lots are sold or until cessation of such uses by Developer.

2. **Building Types:** (a) No mobile homes or manufactured housing units will be permitted on any lot for any purpose with the exception of the temporary uses permitted above by the Developer.

(b) All homes are to be site-built and must be constructed of all new materials. All one-story homes shall have a minimum of 1800 square feet of living area, exclusive of garages, carports and porches. All two-story homes shall have a minimum of 2200 square feet, with a minimum of 1400 square feet on the ground floor. All homes shall have a minimum of a two-car attached garage, unless a variance is granted by ACC or HHA, as applicable.

(c) A minimum of fifty percent (50%) of the outside construction of any home shall be of brick, stone or masonry, including all walls facing any street. Window and door openings shall be excluded from the total area of exterior walls in computing this percentage. A variance may be granted for a log home. All mailboxes shall be constructed of the same brick, stone or masonry as the walls of the house and must be installed according to United States Postal Service ("USPS") requirements.

Variances from (b) and (c) above, but not from (a) above, may be granted in cases where improvements equal to or greater in terms of attractiveness are planned, however, any such grant of variance shall be evidenced by prior written approval from the ACC or HHA, such approval to be entirely discretionary.

3. **Architectural Control Committee:** There is hereby created an Architectural Control Committee ("ACC") which shall be the entity to enforce the Restrictions until supplanted by a Homeowners' Association. The ACC shall be composed of Mary J. Voss, Gregory S. Warner, and Cheryl N. Dom. The ACC shall be free from liability for actions within the scope of the ACC's function.

No building, improvement, or exterior addition or alteration shall be constructed prior to receipt of written approval by the ACC as to harmony of external design and location in relation to surrounding structures and topography and compliance with these Restrictions.

Two (2) sets of all final plans and specifications, including site plans ("Plans"), must be submitted to the ACC by delivery to the office of the Developer. The initial fee hereby set for the review of the Plans is One Hundred and no/100 Dollars (\$100.00). If future circumstances warrant, the fee may be raised. If Plans are approved, one set of Plans will be signed by the ACC to evidence such approval and shall be returned to the homeowner or builder. No construction shall be commenced until the homeowner or builder receives a set of Plans so signed by the ACC.

Upon the sale of eighty percent (80%) of the lots subject to the Restrictions by the Developer, the ACC shall be replaced by the Homestead Homeowners Association ("HHA"). However, if the HHA is not activated, the ACC shall continue to perform the functions outlined in these Restrictions.

The HHA, when activated, shall have no authority to waive any requirements of the Restrictions not expressly permitted to be waived by ACC.

Annual dues for the ACC or the HHA shall be One Hundred Twenty and no/100 Dollars (\$120.00) per lot, payable annually, on the first day of January, or such other date as shall be established by HHA. Developer may elect to pay such dues, but is exempted from any requirement to pay dues.

4. **Separate Structures:** All detached buildings, garages, carports, storage sheds, or additions to the initial residence must be of equal construction and architectural design as the said initial residence and shall be of all new material. A guesthouse shall be permitted on any lot, as long as such guesthouse conforms to 2.(c) above, and as long as the septic system supporting the property has been engineered for the additional usage. Any such buildings or additions shall likewise obtain the prior written approval of the ACC or the HHA, as applicable.

5. **Setback Requirements:** No buildings or structures of any nature shall be located on any lot closer than fifty (50) feet from the front or back property lines, nor closer than fifteen (15) feet from the side property lines.

A variance from this requirement may be granted in individual cases where tract size or topography make this requirement impractical, but any such variance shall be by express written consent of the ACC or HHA, as applicable.

6. **Completion of Construction:** Construction of home must commence within one (1) year of purchase of property, and any building, upon commencement of construction shall be completed with reasonable diligence. No building material of any kind shall be placed or stored upon any lot until the owner thereof shall have given notice to ACC or HHA, as applicable, that construction will commence within one (1) week.

Landscaping of all grounds facing the street must be completed within twelve (12) months after the commencement of construction of the main residence on the lot.

7. **Repair and Upkeep:** All residences and any other structures shall be kept in good repair and shall be painted or otherwise restored when necessary to preserve the original appearance thereof.

Lots shall be kept clean and clear of unsightly weeds, grass, brush, trash and refuse.

8. **Swimming pools:** Above ground, movable swimming pools are prohibited within the Subdivision except for pools less than six (6) feet in diameter.

All in-ground swimming pools shall be fully contained within fenced enclosures of sufficient security to restrict access by children.

9. **Trees:** No trees having a diameter larger than eight (8) inches shall be removed or destroyed without the prior written consent of the ACC or HHA, as applicable.

10. **Septic Systems, Water Wells and Utilities:** Each residence in the Subdivision shall be served by an engineered septic system meeting the requirements of and having the approval of the Bastrop County Department of Health & Sanitation.

The Subdivision is served by Aqua Water Supply Corporation, and no individual water wells shall be drilled.

The property owner is responsible for installation of all necessary utility lines underground from the street to the structures upon the property served by such lines.

Should the property owner elect to utilize propane gas, the storage tanks must be buried or totally concealed from view from any street in the Subdivision.

11. **Driveways and Water Control Infrastructure:** Before a residential structure located on any lot may be occupied, the lot shall be accessible to the adjoining street by a driveway. The first twenty-five (25) feet of the driveway from the street must be constructed of brick, stone, or concrete paving materials. Asphalt paving materials may be utilized if the entrance to the lot is bordered with flat concrete curb or with brick pavers. Plans for a complementary driveway shall be part of the Plans submitted to the ACC or to the HHA for approval prior to the commencement of construction.

Each lot owner is responsible for installing a culvert between the driveway and the street, and the driveway shall comply with current Bastrop County regulations.

Natural drainage shall not be disturbed. All structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water. Such structures, where needed, are to be installed at the expense of the lot owner.

12. **Storage of Trash and Yard Waste:** No lot shall ever be used for outside unenclosed storage of any nature, nor shall any lot or part thereof be used or maintained as a dumping ground for rubbish, debris or other detritus. Trash, garbage, or other wastes shall at all times be housed in closed, sanitary containers. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition, and shall be kept behind lot improvements, so that such containers and other equipment are not visible from the street. Trash collection shall be provided exclusively by the company selected by ACC or HHA. No burning of trash shall be permitted in any part of the Subdivision.

13. **Trucks and Construction Equipment:** Commercial vehicles of any kind, including, but not limited to tractor-trailer rigs, dump trucks, construction machinery, construction equipment and construction vehicles shall not be parked on any lot except during the time such vehicles or equipment are actually being used in the construction of improvements on lots within the Subdivision. All construction waste shall be removed from the construction site immediately.

14. **Unused Cars:** No car or other vehicle shall be stored on any lot in the Subdivision, nor shall any car or vehicle that is not in running condition and that is not in regular use be allowed to remain on any lot for more than one (1) week. All cars or other vehicles on the premises of the Subdivision shall exhibit a valid license plate and current inspection sticker.

15. **Pets and Livestock:** Household pets, not to exceed a total of two (2) dogs and two (2) cats (exclusive of unweaned offspring) may be kept on any lot, as long as such household pets are not kept, bred, or maintained for any commercial purpose. All animals must be kept fenced or leashed. Animal waste attributable to any pet shall be regularly removed by the homeowner keeping such pets.

Variances may be granted upon written consent of ACC or HHA for small numbers of animals such as rabbits, poultry (excluding roosters), one (1) calf or one (1) lamb, if said animals ("Livestock") are part of an FFA project or other school project, however, no variance shall be available for pigs or hogs. No variance shall be available for any Livestock bred or maintained for any commercial purpose. Animal waste attributable to Livestock shall be regularly removed by the homeowner keeping the Livestock.

Any pen, corral, hutch, or other type of Livestock or household pet enclosure shall be constructed out of all new material, shall be attractive in appearance, and shall be in keeping with the general standards of construction and appearance of the Subdivision. All such improvements relating to animal projects shall be located at the rear of the residence located on the lot, shall be no closer than twenty (20) feet to any property line, and shall not be visible from the street.

No pets or livestock shall be kept in a way or manner or location that creates a nuisance to other property owners. Creation of a nuisance, for purposes of this section 15, shall include, but shall not be limited to, excessive noise, expressly including the continuous barking of dogs when no threat to the property or to the property owner is posed, obnoxious odors, attraction of insects, and the maintenance of unsightly premises due to the presence of such pets or Livestock.

16. **Fences:** All fencing shall be western red cedar, redwood, painted plank or rail or such other type of fencing allowed upon written consent of ACC or HHA. Chain link fencing shall be allowed only in the rear of the lot, shall not be visible from any street, and shall be no further forward than the line parallel to the rear corner of the house. No fencing shall be allowed from the setback line forward. No commercial or agricultural variety of fencing, including but not limited to fencing constructed with steel posts and strung with farm or ranch fence wire such as barbed wire, or sheep and goat wire shall be permitted.

No fence, wall, hedge, tree or shrub planting that obstructs sight lines to the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points ten (10) feet from the intersection of a street or driveway.

17. **Manufacturing & Commercial Activity:** No manufacturing or commercial enterprise of any kind shall be maintained on or in front of any lot, nor shall such property in any way be used for other than strictly residential purposes.

No sales of goods of any kind shall be permitted to be made on any lot, except sales which are only occasional and which are merely incidental to the residential or other permitted use of the site, such as a non-commercial garage sale. Occasional sales of this type shall only be permitted on dates specifically designated by the ACC or HHA.

Nothing herein contained shall prohibit an artist or craftsman actually residing on a lot from producing art or craft objects which are only occasionally shown for sale on the property, nor shall this restriction be construed to prevent a person actually residing on the lot from the practice of law, architecture, accounting, engineering, computer programming, counseling, or individualized teaching or tutoring.

This Section 17 shall not apply to the commercial lots held in reserve by the Developer.

18. **Signs:** No signs of any kind shall be displayed to the public view from any lot, *except* for one sign of not more than two (2) feet square, advertising a property for sale by a private homeowner, or signs used by a contractor or builder to advertise the property during the course of construction and for a reasonable sales period thereafter, or a sign indicating the location of a person engaged in the practice of a profession or skill permitted to be practiced within the Subdivision by these Restrictions, containing not more than two (2) lines of printing, stating the person's name and identifying the person's profession or skill.

This Section 18 shall not apply to the commercial lots held in reserve by the Developer.

19. **Antennae, Satellite Dishes and Clotheslines:** No external antennae, satellite receiving dish greater than twenty-four (24) inches in diameter, nor any other structure designed or used for receiving any type of radio, television or other communications signal shall be permitted on any lot within the Subdivision unless such structure is totally screened from view from surrounding lots, streets, and any other adjacent areas. If compliance with this Restriction impedes receipt of signals at the lot, the ACC or HHA, as applicable, shall grant variances on a case-by-case basis.

Television cable service will be available within the Subdivision.

No clothesline shall be constructed, placed or erected on any lot in such a way as to be visible from outside the lot.

20. **Nuisances:** Nuisances include but are not limited to noxious or offensive activities so deemed by ACC or HHA and expressly include incessant barking of dogs when no threat to the property owner or to the property is posed, loud radios, CD and tape players, the running of unnecessarily noisy machinery, or failure to

maintain the grounds of the lot in accordance with these Restrictions. All such nuisance activities are forbidden upon any lot in the Subdivision.

21. **Firearms:** The use or discharge of any type of firearm, save in defense of life or property, shall be prohibited within the Subdivision.

22. **Boats Trailers, and RVs:** Boats, boat trailers, travel trailers, recreational vehicles, or similar property shall not be stored in the driveway or front yard or any other location on any lot which is in full view of any street, and shall not be parked upon any street.

23. **Cleaning Lots:** Should the owner of a lot fail to maintain the lot in accordance with the Restrictions, after thirty (30) days written notice to the owner, ACC or HHA shall have the right to have lots cleaned and cleared of unsightly weeds, grass, brush, trash, and refuse. Should such action be taken by ACC or HHA, ACC or HHA shall have a lien against the lot, which shall include costs, interest thereon, and reasonable attorney's fees.

24. **Easements:** Developer, for and on behalf of itself, ACC and HHA reserves easements for installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. These easements are for the general benefit of the Subdivision and for the property owners and are reserved and created in favor of all utility companies serving the Subdivision. Developer reserves an airway easement over and across all parkways, streets and common areas shown on the Plat.

25. **No New Subdivision of Lots:** The property lots of the Subdivision cannot be re-subdivided, once the initial subdivision has been approved.

26. **Enforcement of Conditions and Restrictions:** If any person or persons shall violate or attempt to violate the Restrictions, the Developer, its successors or assigns, ACC or HHA, as applicable, or any person owning any interest in any of the lots in said Subdivision, including a mortgage interest, may enforce the Restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate the Restrictions. Relief shall include specific performance, injunctive relief where appropriate, money damages and such other relief as a court may grant at law or in equity. The prevailing party shall be entitled to his costs, including reasonable attorneys' fees from the losing party.

27. **Invalidity:** If any of the Restrictions shall be invalidated by any judgment or other court order, the remaining Restrictions shall not be affected thereby, and they shall remain in full force and effect.

(Signature page to follow)

EXECUTED on this _____ day of _____, 1999

MJ Voss, Inc.
Managing Partner
MJV Development, Ltd.

By: Mary J. Voss
Mary J. Voss, President

STATE OF TEXAS

§
§
§

COUNTY OF BASTROP

Sworn to, acknowledged and subscribed before me the undersigned authority on the 14TH day of MARCH, 1999 by the said Mary J. Voss, President of MJ Voss, Inc., Managing Partner of MJV Development, Ltd. 2000

Maureen Burke
Notary Public in and for the State of Texas



(SEAL)

FILED AND RECORDED

Shirley Wilhelm
2000 MAR 14 03:09 PM 200003406
Shirley Wilhelm
COUNTY CLERK
BASTROP COUNTY, TEXAS
By MC

OFFICIAL RECORDS INSTRUMENT # 199916306 8 PGS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

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MJV DEVELOPMENT, LTD.

Route 2, Box 2090
Cedar Creek, Texas 78612
Attention: Mary J. Voss

SPACE ABOVE LINE FOR RECORDER'S USE

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HOME SITES**

**THE HOMESTEAD
ON HOBBS CREEK**

WHEREAS, MJV Development Ltd. ("Developer") is the owner and developer of THE HOMESTEAD ON HOBBS CREEK SUBDIVISION ("Subdivision"), located in Bastrop County, Texas, according to the plat executed by Developer, which plat is filed in Volume _____, page _____, in the Plat Records of Bastrop County, Texas; and

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing lots in the Subdivision in particular, for the Developer to place restrictions and conditions upon the Subdivision designating and describing the manner of usage permitted for lots within the Subdivision including allowable structures upon Subdivision lots, which restrictions and conditions are enumerated in this Declaration of Covenants, Conditions and Restrictions ("Restrictions").

NOW THEREFORE, Developer establishes the following Restrictions for the Subdivision which shall be covenants running with the land, binding upon and inuring to the use and benefit of purchasers of lots, their successors and assigns and inuring to the use and benefit of purchasers of adjacent lots and other adjoining property which has been, or which may be developed and sold by Developer and made a part of the Subdivision.

1. **Property Use:** Only one single-family residence shall be permitted on each lot of the Subdivision. All lots in the Subdivision shall be used for single-family residential purposes only, and no part of any lot shall ever be used for a business or commercial purpose or for carrying on a trade or profession, save as permitted by section 17.

Lots numbered 1-4 are reserved by the Developer for potential commercial development and are exempted from the provisions of this section 1.

No structure of a temporary nature, including, but not limited to, a trailer, manufactured housing unit, tent, shack, garage, barn or other type of outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the permission of ACC or HHA, as applicable.

Temporary uses may be made of lots by Developer for model houses, parking lots or sales offices, which uses shall be permitted until such lots are sold or until cessation of such uses by Developer.

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2. **Building Types:** (a) No mobile homes or manufactured housing units will be permitted on any lot for any purpose with the exception of the temporary uses permitted above by the Developer.

(b) All homes are to be site-built and must be constructed of all new materials. All one-story homes shall have a minimum of 1500 square feet of living area, exclusive of garages, carports and porches. All two-story homes shall have a minimum of 2200 square feet, with a minimum of 1400 square feet on the ground floor. All homes shall have a minimum of a one-car attached garage, unless a variance is granted by ACC or HHA, as applicable.

(c) A minimum of fifty percent (50%) of the outside construction of any home shall be of brick, stone or masonry, including all walls facing any street. Window and door openings shall be excluded from the total area of exterior walls in computing this percentage. A variance may be granted for a log home. All mailboxes shall be constructed of the same brick, stone or masonry as the walls of the house and must be installed according to United States Postal Service ("USPS") requirements.

Variances from (b) and (c) above, but not from (a) above, may be granted in cases where improvements equal to or greater in terms of attractiveness are planned, however, any such grant of variance shall be evidenced by prior written approval from the ACC or HHA, such approval to be entirely discretionary.

3. **Architectural Control Committee:** There is hereby created an Architectural Control Committee ("ACC") which shall be the entity to enforce the Restrictions until supplanted by a Homeowners' Association. The ACC shall be composed of Mary J. Voss, Gregory S. Warner, and Cheryl N. Dorn. The ACC shall be free from liability for actions within the scope of the ACC's function.

No building, improvement, or exterior addition or alteration shall be constructed prior to receipt of written approval by the ACC as to harmony of external design and location in relation to surrounding structures and topography and compliance with these Restrictions.

Two (2) sets of all final plans and specifications, including site plans ("Plans"), must be submitted to the ACC by delivery to the office of the Developer. The initial fee hereby set for the review of the Plans is One Hundred and no/100 Dollars (\$100.00). If future circumstances warrant, the fee may be raised. If Plans are approved, one set of Plans will be signed by the ACC to evidence such approval and shall be returned to the homeowner or builder. No construction shall be commenced until the homeowner or builder receives a set of Plans so signed by the ACC.

Upon the sale of eighty percent (80%) of the lots subject to the Restrictions by the Developer, the ACC shall be replaced by the Homestead Homeowners Association ("HHA"). However, if the HHA is not activated, the ACC shall continue to perform the functions outlined in these Restrictions.

The HHA, when activated, shall have no authority to waive any requirements of the Restrictions not expressly permitted to be waived by ACC.

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Annual dues for the ACC or the HHA shall be One Hundred Twenty and no/100 Dollars (\$120.00) per lot, payable annually, on the first day of January, or such other date as shall be established by HHA. Developer may elect to pay such dues, but is exempted from any requirement to pay dues.

4. **Separate Structures:** All detached buildings, garages, carports, storage sheds, or additions to the initial residence must be of equal construction and architectural design as the said initial residence and shall be of all new material. A guesthouse shall be permitted on any lot, as long as such guesthouse conforms to 2.(c) above, and as long as the septic system supporting the property has been engineered for the additional usage. Any such buildings or additions shall likewise obtain the prior written approval of the ACC or the HHA, as applicable.

5. **Setback Requirements:** No buildings or structures of any nature shall be located on any lot closer than fifty (50) feet from the front or back property lines, nor closer than fifteen (15) feet from the side property lines.

A variance from this requirement may be granted in individual cases where tract size or topography make this requirement impractical, but any such variance shall be by express written consent of the ACC or HHA, as applicable.

6. **Completion of Construction:** Any building, upon commencement of construction shall be completed with reasonable diligence. No building material of any kind shall be placed or stored upon any lot until the owner thereof shall have given notice to ACC or HHA, as applicable, that construction will commence within one (1) week.

Landscaping of all grounds facing the street must be completed within twelve (12) months after the commencement of construction of the main residence on the lot.

7. **Repair and Upkeep:** All residences and any other structures shall be kept in good repair and shall be painted or otherwise restored when necessary to preserve the original appearance thereof.

Lots shall be kept clean and clear of unsightly weeds, grass, brush, trash and refuse.

8. **Swimming pools:** Above ground, movable swimming pools are prohibited within the Subdivision except for pools less than six (6) feet in diameter.

All in-ground swimming pools shall be fully contained within fenced enclosures of sufficient security to restrict access by children.

9. **Trees:** No trees having a diameter larger than eight (8) inches shall be removed or destroyed without the prior written consent of the ACC or HHA, as applicable.

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10. **Septic Systems, Water Wells and Utilities:** Each residence in the Subdivision shall be served by an engineered septic system meeting the requirements of and having the approval of the Bastrop County Department of Health & Sanitation.

The Subdivision is served by Aqua Water Supply Corporation, and no individual water wells shall be drilled.

The property owner is responsible for installation of all necessary utility lines underground from the street to the structures upon the property served by such lines.

Should the property owner elect to utilize propane gas, the storage tanks must be buried or totally concealed from view from any street in the Subdivision.

11. **Driveways and Water Control Infrastructure:** Before a residential structure located on any lot may be occupied, the lot shall be accessible to the adjoining street by a driveway. The first twenty-five (25) feet of the driveway from the street must be constructed of brick, stone, or concrete paving materials. Asphalt paving materials may be utilized if the entrance to the lot is bordered with flat concrete curb or with brick pavers. Plans for a complementary driveway shall be part of the Plans submitted to the ACC or to the HHA for approval prior to the commencement of construction.

Each lot owner is responsible for installing a culvert between the driveway and the street, and the driveway shall comply with current Bastrop County regulations.

Natural drainage shall not be disturbed. All structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water. Such structures, where needed, are to be installed at the expense of the lot owner.

12. **Storage of Trash and Yard Waste:** No lot shall ever be used for outside unenclosed storage of any nature, nor shall any lot or part thereof be used or maintained as a dumping ground for rubbish, debris or other detritus. Trash, garbage, or other wastes shall at all times be housed in closed, sanitary containers. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition, and shall be kept behind lot improvements, so that such containers and other equipment are not visible from the street. Trash collection shall be provided exclusively by the company selected by ACC or HHA. No burning of trash shall be permitted in any part of the Subdivision.

13. **Trucks and Construction Equipment:** Commercial vehicles of any kind, including, but not limited to tractor-trailer rigs, dump trucks, construction machinery, construction equipment and construction vehicles shall not be parked on any lot except during the time such vehicles or equipment are actually being used in the construction of improvements on lots within the Subdivision. All construction waste shall be removed from the construction site immediately.

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14. **Unused Cars:** No car or other vehicle shall be stored on any lot in the Subdivision, nor shall any car or vehicle that is not in running condition and that is not in regular use be allowed to remain on any lot for more than one (1) week. All cars or other vehicles on the premises of the Subdivision shall exhibit a valid license plate and current inspection sticker.

15. **Pets and Livestock:** Household pets, not to exceed a total of two (2) dogs and two (2) cats (exclusive of unweaned offspring) may be kept on any lot, as long as such household pets are not kept, bred, or maintained for any commercial purpose. All animals must be kept fenced or leashed. Animal waste attributable to any pet shall be regularly removed by the homeowner keeping such pets.

Variances may be granted upon written consent of ACC or HHA for small numbers of animals such as rabbits, poultry (excluding roosters), one (1) calf or one (1) lamb, if said animals ("Livestock") are part of an FFA project or other school project, however, no variance shall be available for pigs or hogs. No variance shall be available for any Livestock bred or maintained for any commercial purpose. Animal waste attributable to Livestock shall be regularly removed by the homeowner keeping the Livestock.

Any pen, corral, hutch, or other type of Livestock or household pet enclosure shall be constructed out of all new material, shall be attractive in appearance, and shall be in keeping with the general standards of construction and appearance of the Subdivision. All such improvements relating to animal projects shall be located at the rear of the residence located on the lot, shall be no closer than twenty (20) feet to any property line, and shall not be visible from the street.

No pets or livestock shall be kept in a way or manner or location that creates a nuisance to other property owners. Creation of a nuisance, for purposes of this section 15, shall include, but shall not be limited to, excessive noise, expressly including the continuous barking of dogs when no threat to the property or to the property owner is posed, obnoxious odors, attraction of insects, and the maintenance of unsightly premises due to the presence of such pets or Livestock.

16. **Fences:** All fencing shall be western red cedar, redwood, painted plank or rail or such other type of fencing allowed upon written consent of ACC or HHA. Chain link fencing shall be allowed only in the rear of the lot, shall not be visible from any street, and shall be no further forward than the line parallel to the rear corner of the house. No fencing shall be allowed from the setback line forward. No commercial or agricultural variety of fencing, including but not limited to fencing constructed with steel posts and strung with farm or ranch fence wire such as barbed wire, or sheep and goat wire shall be permitted.

No fence, wall, hedge, tree or shrub planting that obstructs sight lines to the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points ten (10) feet from the intersection of a street or driveway.

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17. **Manufacturing & Commercial Activity:** No manufacturing or commercial enterprise of any kind shall be maintained on or in front of any lot, nor shall such property in any way be used for other than strictly residential purposes.

No sales of goods of any kind shall be permitted to be made on any lot, except sales which are only occasional and which are merely incidental to the residential or other permitted use of the site, such as a non-commercial garage sale. Occasional sales of this type shall only be permitted on dates specifically designated by the ACC or HHA.

Nothing herein contained shall prohibit an artist or craftsman actually residing on a lot from producing art or craft objects which are only occasionally shown for sale on the property, nor shall this restriction be construed to prevent a person actually residing on the lot from the practice of law, architecture, accounting, engineering, computer programming, counseling, or individualized teaching or tutoring.

This Section 17 shall not apply to the commercial lots held in reserve by the Developer.

18. **Signs:** No signs of any kind shall be displayed to the public view from any lot, *except* for one sign of not more than two (2) feet square, advertising a property for sale by a private homeowner, or signs used by a contractor or builder to advertise the property during the course of construction and for a reasonable sales period thereafter, or a sign indicating the location of a person engaged in the practice of a profession or skill permitted to be practiced within the Subdivision by these Restrictions, containing not more than two (2) lines of printing, stating the person's name and identifying the person's profession or skill.

This Section 18 shall not apply to the commercial lots held in reserve by the Developer.

19. **Antennae, Satellite Dishes and Clotheslines:** No external antennae, satellite receiving dish greater than twenty-four (24) inches in diameter, nor any other structure designed or used for receiving any type of radio, television or other communications signal shall be permitted on any lot within the Subdivision unless such structure is totally screened from view from surrounding lots, streets, and any other adjacent areas. If compliance with this Restriction impedes receipt of signals at the lot, the ACC or HHA, as applicable, shall grant variances on a case-by-case basis.

Television cable service will be available within the Subdivision.

No clothesline shall be constructed, placed or erected on any lot in such a way as to be visible from outside the lot.

20. **Nuisances:** Nuisances include but are not limited to noxious or offensive activities so deemed by ACC or HHA and expressly include incessant barking of dogs when no threat to the property owner or to the property is posed, loud radios, CD and tape players, the running of unnecessarily noisy machinery, or failure to

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maintain the grounds of the lot in accordance with these Restrictions. All such nuisance activities are forbidden upon any lot in the Subdivision.

21. **Firearms:** The use or discharge of any type of firearm, save in defense of life or property, shall be prohibited within the Subdivision.

22. **Boats Trailers, and RVs:** Boats, boat trailers, travel trailers, recreational vehicles, or similar property shall not be stored in the driveway or front yard or any other location on any lot which is in full view of any street, and shall not be parked upon any street.

23. **Cleaning Lots:** Should the owner of a lot fail to maintain the lot in accordance with the Restrictions, after thirty (30) days written notice to the owner, ACC or HHA shall have the right to have lots cleaned and cleared of unsightly weeds, grass, brush, trash, and refuse. Should such action be taken by ACC or HHA, ACC or HHA shall have a lien against the lot, which shall include costs, interest thereon, and reasonable attorney's fees.

24. **Easements:** Developer, for and on behalf of itself, ACC and HHA reserves easements for installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. These easements are for the general benefit of the Subdivision and for the property owners and are reserved and created in favor of all utility companies serving the Subdivision. Developer reserves an airway easement over and across all parkways, streets and common areas shown on the Plat.

25. **No New Subdivision of Lots:** The property lots of the Subdivision cannot be re-subdivided, once the initial subdivision has been approved.

26. **Enforcement of Conditions and Restrictions:** If any person or persons shall violate or attempt to violate the Restrictions, the Developer, its successors or assigns, ACC or HHA, as applicable, or any person owning any interest in any of the lots in said Subdivision, including a mortgage interest, may enforce the Restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate the Restrictions. Relief shall include specific performance, injunctive relief where appropriate, money damages and such other relief as a court may grant at law or in equity. The prevailing party shall be entitled to his costs, including reasonable attorneys' fees from the losing party.

27. **Invalidity:** If any of the Restrictions shall be invalidated by any judgment or other court order, the remaining Restrictions shall not be affected thereby, and they shall remain in full force and effect.

(Signature page to follow)

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EXECUTED on this 28TH day of DECEMBER, 1999

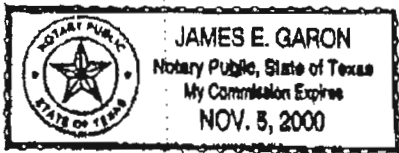
MJ Voss, Inc.
Managing Partner
MJV Development, Ltd.

By: Mary J. Voss, Pres.
Mary J. Voss, President

STATE OF TEXAS
COUNTY OF BASTROP

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Sworn to, acknowledged and subscribed before me the undersigned authority on the 28TH day of DECEMBER, 1999 by the said Mary J. Voss, President of MJ Voss, Inc., Managing Partner of MJV Development, Ltd.



(SEAL)

[Signature]
Notary Public in and for the State of Texas

FILED AND RECORDED

[Signature]
1999 DEC 28 10:05 AM 199916306
Shirley Wilhelm
COUNTY CLERK
BASTROP COUNTY, TEXAS
By [Signature]