

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

OFFICIAL RECORDS

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

THIS DECLARATION, is made on the date hereinafter set forth by William S. Hurst, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property described in Article II of this Declaration ("the property");

WHEREAS, Declarant plans to offer the Property for sale as individual Lots; and,

WHEREAS, Declarant wishes to encumber the Property by the covenants, conditions, restrictions and easements set forth herein ("Restrictions") to insure the best and highest use and most appropriate development of the Property; to protect Lot Owners against improper use of surrounding Lots; to preserve so far as practical, the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable material; to encourage and secure and maintain proper set backs from the streets and adequate free space, and in general to protect the natural environment and to provide for development of the highest quality to enhance the value of the investments made by Lot Owners.

NOW, THEREFORE, Declarant hereby declares that the Property and any Lot subdivided therefrom shall be held, sold and conveyed subject to the following provisions which shall run with the Property and be binding on all parties having any right, title or interest in the Property, any part thereof or any Lot subdivided therefrom, their heirs, executors, administrators, successors or assigns and the restrictions shall inure to the benefit of each Owner of the Property, any part thereof or any Lot subdivided therefrom.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Committee", sometimes referred to as "Committee", shall mean and refer to a committee initially appointed by Declarant and subsequently elected by owners of Lots within the Property.

Section 2. "Owner", shall mean and refer to the record owner of fee simple title to the Property, any part thereof or any Lot or any portion of a Lot, whether one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation, provided a purchaser at a foreclosure sale or trustee's sale shall be deemed as Owner.

Section 3. "Property", shall mean and refer to that certain real estate in Article II hereof which is subject to this Declaration.

Section 4. "Lot", shall mean and refer to that portion of any of the tracts of land shown upon the plat and subdivision map record or to be recorded in Plat Tablet 2, Page 239-A, Plat Records of Bastrop County, Texas, on which there is or will be built a single family dwelling. "Lot" shall also mean and refer to that portion of any of the tracts of land shown upon any resubdivision plat of any portion of the Property which is resubdivided in accordance with these Restrictions.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of the following: all of Mesquite Acres, a subdivision in Bastrop County, Texas, according to the map or plat of record in Plat Tablet 2, Page 239-A, Plat Records of Bastrop County, Texas, which real property is sometimes referred to therein as "Property".

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. There is hereby

created an Architectural Committee intially composed of James S. Hislop, Joe Joseph and Salem Joseph to serve for a period of sixty (60) months ("initial term") from the date these restrictions are filed for record. In the event a vacancy occurs on the committee at any time the remaining committee members shall appoint a successor for each vacancy within thirty (30) days after the vacancy occurs. In the event all three members terminate their membership during the initial term, the Declarant shall apoint new members to serve during the unexpired part of the intitial term.

Except as provided below, a majority of the committee may act for the committee and no notice of any of its meetings shall be required. On the first day of the last month of the committee's initial term, the committee shall notify all Owners of the time and place of a meeting to be held during the last week of the last month of the committee's intital term for the purpose of nominating and electing members of the committe to serve for a succeeding five-year term. At the meeting a quorum shall consist of fifty percent (50%) of the Owners and each Owner shall be entitled to cast one vote for each Lot owned for each member of the committee. Cumulative voting will not be permitted. The Owners shall elect three members of the committee by majority vote of those Owners present. During the last month of each succeeding five-year term the committee shall follow the procedure set forth in notifying Owners of scheduled meetings to elect new members of the committee. The members of the committee whose terms have expired shall serve until their successors are elected.

Section 2. Approval by Committee. No building, garage, barn, shed, storage house, wall, fence, drive way, sidewalk, parking area, animal stalls and facilities, or other improvements shall be erected, placed or altered on any Lot nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications therefore and a plat showing the location thereof in relation to

property lines, building lines, easements, grades, surrounding structures (including but not limited to the effect such structure or other improvements will have upon the view of the natural terrain and scenery from surrounding structures) have been approved by a majority of the Architectural Committee. Plans, specifications and plats shall be filed with the committee by delivery to the office of Declarant at 1200 Southwest Tower, Austin, Texas 78701. All actions of the committee will be in writing and copies of its action will be retained in its records maintained in the office of Declarant.

Section 3. Deviations. Except for Section 1 in Article IV, below the committee may approve deviations from Article IV for unusual conditions that would not, in their sole opinion, detract from the overall intent of these Restrictions. Any deviations shall meet the approval of all members of the committee then serving and the committee shall have the final Authority as to such deviations and their findings and decisions shall be final and conclusive.

ARTICLE IV

USE AND BUILDING RESTRICTIONS

Section 1. Single-Family Residential Use. All lots of the property shall be used for single-family residential purposes only. As used herein the term "residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for garage apartments or other apartment use. No lot shall be used or occupied for any business or commercial purpose.

Section 2. Residence Buildings and Garages. Except as provided elsewhere in these restrictions, no building or other structure shall be built, placed, constructed, reconstructed or altered on any Lot other than one detached single family structure not to exceed two stories in height. Each single family structure situated on a Lot shall have a garage or carport for not less than two automobiles. Detached garages shall be attached to the main dwelling by a common wall or by a covered passageway, and the outer walls

or such wall or covered passageway shall be the same construction as the main dwelling.

Section 3. Completion. No buildings' exterior shall remain uncompleted for more than one year after construction has commenced.

Section 4. Resubdividing. Resubdivision of a Lot or Lots shall be permitted provided that such resubdivision complies with all laws applicable to resubdivisions. By any acceptance of Property subject to these restrictions, each Owner consents to such resubdivision of a Lot or Lots.

Section 5. Barns, Sheds and Storage Buildings. No barn, shed or storage building can be erected, altered, or permitted to remain on any Lot without the prior written approval of the Architectural Committee. Plans, specifications, design, location and materials to be used for such a storage building shall be submitted to the committee prior to construction.

Section 6. Animal Stalls & Facilities. Owners who have horses or other animals as allowed in Article V., Sections 5, 6 & 7 of these Restrictions shall construct such stalls, corrals, pens, fences, kennels or other related facilities which are necessary to prevent the keeping of such animals from becoming a nuisance. Such facilities shall be kept in a neat and clean condition so as not to create a nuisance. All plans, specifications, design, location and materials to be used for such facilities shall be submitted to and approved in writing by Architectural Committee prior to construction.

The minimum distance a horse or animal facility can be kept from the front property line is 150 feet, and 25 feet from the side and rear of property line. But the committee can require a greater or lesser set back depending on the individual circumstances.

Section 7. Dwelling Size. All dwellings shall be of recognized standard construction. The living area, exclusive of open or screened porches (covered or uncovered), garages, storage rooms, stoops, open terraces shall be not less than

1,000 square feet.

Section 8. Building location. Unless a greater set back requirement is contained elsewhere in these Restrictions, no building or other structure shall be placed on any Lot nearer to the street than fifty (50) feet. No building shall be placed nearer than 25 feet from the side and rear lot lines.

Section 9. Fences, Walls and Hedges. Decorative walls forming an integral part of the design of the main structure must be approved by the committee. No fence, wall or hedge shall be placed or permitted to remain on any Lot nearer to the street or street adjoining such Lot than is permitted for the residence on such Lot except for committee approved decorative walls not exceeding 18" in height. No wall, hedge or other structure can be placed or permitted to remain over a drainage easement which may change the direction or flow in the drainage channels or swales in the easements or which may obstruct or retard the flow of water through the drainage channels or swales in the easements. All fences and walls must have written approval of the Architectural Committee prior to construction thereof.

Section 10. Prohibited Residential Uses. Except as permitted below, no structure, mobile home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence either temporarily or permanently.

Section 11. Modular/Prefabricated Homes. Nothing contained in these Restrictions shall prevent the construction of a modular or prefabricated home on a Lot provided, that such modular or prefabricated home complies with the provisions of this Section 11 and otherwise complies with all the terms and provisions contained in these Restrictions. All modular or prefabricated homes shall be underpinned, skirted, consist of not less than twenty five percent (25%) stone or masonry construction and have a front porch not less than five (5) feet by ten (10) feet in size. Additionally, the Committee shall have the power and authority to impose reasonable construction requirements and

architectural design requirements on the construction of modular or prefabricated homes. Each owner is advised to consult with the committee prior to submission of plans for the construction of a modular or prefabricated home to determine if the committee has imposed additional requirements on the construction of modular or prefabricated homes.

Section 12. Shrubs and Trees. No shrub or tree planting which obstructs the line of sight at elevations between two and six feet above any roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersection streets and a line connecting such curb line at points 25 feet from their intersection of the curb lines as extended. The same site line limitations shall apply on any Lot within ten feet of the intersection of a street curb line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

Section 13. Septic Systems. Each house constructed in this subdivision shall be connected to a septic system that conforms to the construction standard for private sewage facilities, adopted by the Texas Board of Health and further shall satisfy requirements of any other pertinent governmental body or entity.

ARTICLE V.

GENERAL RESTRICTIONS

Section 1. Noxious Uses. The land and improvements located on each Lot shall not be used so as to disturb the neighborhood or occupants of adjoining property or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto. Nor shall such land and improvements be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes, or other materials, or the use of high

speed motor driven vehicles; or the use for large public gatherings.

Section 2. Conduct of Business. No gainful corporation, trade or other nonresidential use shall be conducted on any Lot except as specifically permitted herein.

Section 3. Signs. No signs shall be displayed on any Lot except in connection with the sale of Lots by Declarant and Owners. Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right during construction and sales to construct and maintain such facilities as may be reasonably necessary and convenient for such construction and sale, including but not limited to signs, offices, storage areas and model units.

Section 4. Oil and Mining Operations. No drilling, development, refining, quarrying, mining or prospecting operations for any minerals or other matter shall be conducted on any Lot.

Section 5. Animals. Except as provided in this Article V, Sections 6 & 7, below, no animals or livestock of any kind shall be raised, bred or kept on any Lot, except common household pets which are not kept, bred or maintained for commercial purposes. In the event more than three (3) adult household pets are kept on any Lot (whether any Owner or any other person or entity), facilities to keep such animals shall be constructed on the Lot and shall comply with Article IV, Section 6, above; and if such conditions are not complied with, the Architectural Committee shall have the right, upon written notice to Owner, to require that the animals be removed from the Lot(s) within seven (7) days after such notice is delivered to the Owner.

Section 6. Horses and Cattle. Two (2) horses per 2.5 acres and two (2) cows per 2.5 acres may be kept on a Lot provided such animals are not raised, bred, and or maintained for commercial purposes. Facilities to keep horses and cattle shall be constructed on the Lot and shall comply with Article IV, Section 6, above; and if such conditions are not

complied with, the Architectural Committee shall have the right, upon written notice to Owner, to require that the animals be removed from the Lot(s) within seven (7) days after such notice is delivered to Owner.

Section 7. 4-H Club and or FFA Animals. If any member of an Owner's household is under the age of 19 and is a bona-fide member of a 4-H Club or the Future Farmers of America, then one animal per each such member (not in excess of three (3) members) shall be permitted for the purpose of raising such animal for competition or as a part of a club project; provided, however, no pigs shall be permitted under this Section 7 or any other provision of these Restrictions. Facilities to keep such animals shall be constructed on the Lot and shall comply with Article IV, Section 6, above; and, if such conditions are not complied with, the Architectural Committee shall have the right, upon written notice to Owner, to require that the animals be removed from the Lot(s) within seven (7) days after such notice is delivered to the Owner.

Section 8. Refuse. No Lot shall be used or maintained as a dumping ground for refuse. All trash, garbage and other waste shall be kept in sanitary containers with tight fitting lids. All incinerators or other equipment for the storage and disposal of refuse shall be kept in a clean and sanitary condition.

Section 9. Parking. No truck, bus trailer or recreational vehicle shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity, and no large truck, bus, boat, trailer, recreational vehicle, or unused automobile shall be left parked on the driveway or any portion of the Lot in such a manner as to be visible from the street. No abandoned automobiles without a current inspection sticker or license plate shall be permitted to remain on any Lot or in front of any Lot. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or

permitted on any street or driveway.

EVOC 344 PAGE 387

ARTICLE VI.

EASEMENTS

Section 1. Reservation of Easements. A ten (10) foot easement along all road rights-of-way and a five (5) foot wide easement along the side and rear property lines of each and every lot and tract are reserved fro the installation and maintenance of utilities and drainage facilities. Right of use for ingress and egress shall be had at all times over any easement for the installation, cooperation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easements which would constitute interference with the use, maintenance, operation or installation of such utility.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Enforcement. The covenants, conditions, easements and restrictions herein set forth shall run with the land and bind the Declarant, his successors and assigns and all parties claiming by, through or under Declarant shall be deemed to hold, agree and covenant with the Declarant, its successors and assigns to conform to and observe said covenants, conditions, easements and restrictions as to the use of said Lot and the constructions and improvements thereon. Any Owner shall have the right to enforce by and proceeding, at law or in equity, all provisions hereof or any covenants, conditions, easements or restrictions now or hereafter imposed by the provisions of this Declaration. Any violators of the provisions contained herein shall pay any and all attorneys' fees and court costs incurred in the enforcement of these provisions.

Section 2. Failure to Act. Failure of any Owner to obtain prior approval, or failure of the committee, or any Owner to take immediate action in any case or stipulation where such action is required by any of the provisions of this Declaration, is not to be construed as a waiver of the right of the committee, or any Owner or Owners, to enforce

these regulations during the duration of these provisions.

Section 3. Invalidation. Invalidation of any of the covenants, conditions, easements or restrictions set forth herein by judgment or by court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Duration and Amendment. The provisions contained in this Declaration shall be effective for a term of 30 years from the date this Declaration is recorded after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 30-year period by any instrument signed by not less than 90 percent of the Lot Owners; during any succeeding 10-year period, this Declaration may be amended by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Deed of Records of Bastrop County, Texas or until the approval of any governmental regulatory body which is required shall have been obtained.

ARTICLE VIII.

RATIFICATION: LIENHOLDERS AND CURRENT LOT OWNER

The Owners and holders of liens covering all of the Property, have executed these Restriction to evidence their respective joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, the Lienholders and the Current Lot Owner have executed these Restrictions to be effective this 14 day of September, 1984.

DECLARANT:

William S. Hurst

By William S. Hurst

LIENHOLDERS:

By John Joseph
Marjorie Joseph
Robert Joseph
J. Joseph

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me the undersigned authority, on this day personally appeared William S. Hurst, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that 14th executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of September, 1984.

Carol Scllett
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission Expires:

March 5, 1985

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me the undersigned authority, on this day personally appeared MARJORIE JOSEPH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that 14th executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of September, 1984.

Carol Scllett
Notary Public in and for
Travis County, Texas

NOTARY SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me the undersigned authority, on this day personally appeared SALEM JOSEPH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of September, 1984.

Carol Jollett
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission Expires:

March 5, 1985

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me the undersigned authority, on this day personally appeared JOHN JOSEPH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of SEPTEMBER, 1984.

Carol Jollett
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission Expires:

March 5, 1985

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me the undersigned authority, on this day personally appeared JOE J. JOSEPH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of September, 1984.

Carol Jollett
Notary Public in and for
Travis County, Texas

NOTARY SEAL

My Commission Expires:

March 5 1985

R. CCSB8/28/84

FILED SEP 1 4 1984
4:50 P M

Joyce DeGraaf
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that the statement
was FILED on the date and hour mentioned
herein by me; and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped herein by me on

SEP 3 0 1984
Joyce DeGraaf
COUNTY CLERK
BASTROP COUNTY, TEXAS