

*Marble Falls*

11167

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS

for

## SYCAMORE FALLS ESTATES PHASE I

## Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on October 21<sup>st</sup> 1999, by Frank Tindle ("Declarant"), whose mailing address is One Waterford Estate, Athens, Texas 75751.

## Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Burnet County, Texas, described as follows, to-wit:

Sycamore Falls Estates, Phase I, a subdivision in Burnet County, Texas, as described and set out on the map or plat thereof recorded at Cabinet 2, Slide 144A of the Plat Records of Burnet County, Texas, to which reference is here made for a full description thereof.

*same* 2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

## ARTICLE I

## Definitions

## Developer

1.01. "Developer" means Declarant and his successors and assigns who acquire all undeveloped tracts from Declarant for the purpose of development in BURNET COUNTY, TEXAS

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**Tract**

1.02. "Tract" means any of the plots of land shown on the plat and subdivision map of Sycamore Falls Estates Phase I recorded in Cabinet 2, Page 144A of the Plat Records of Burnet County, Texas.

**Owner**

1.03. "Owner" means the record owner or owners of the fee simple title to any Tract or portion of a Tract in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having a security interest.

**Association**

1.04. "Association" (POA) means an unincorporated Association consisting of all Owners. Each Owner shall become a member of the Association contemporaneously with acquiring a Tract, without any further documentation of any kind.

**Board**

1.05. "Board" means the Board of Directors of the Association.

**ARTICLE 2****Exterior Maintenance**

2.01. If an Owner of any Tract fails to maintain the premises in a neat and orderly manner, the Developer or the Association shall have the right, through its agents and employees, to enter the Tract in order to repair, maintain, and restore the Tract, including landscaping, and the exterior of any buildings and other improvements located on the Tract, all at the expense of the Owner.

**ARTICLE 3****Use Restrictions and Architectural Standards**

3.01. The property shall be used for residential and/or agricultural purposes only. No more than one home shall be constructed upon the property except as follows. If a residence meeting the requirements as indicated below has been constructed a guest house that is not permanently occupied may also be constructed with a maximum of 1000 square feet in a manner similar to the construction of the main house. Well houses and storage buildings may be constructed prior to the main residence. The guest house may be constructed at the same time as the main house, but the main house must be finished at or before the completion of the guest house.

3.02. No old, used, or existing buildings or structures of any kind or any portion of an old, used or existing building or structure shall be moved onto, placed or permitted to remain on any tract

any kind or any portion of an old  
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either temporarily or permanently. All construction including barns, pens and out buildings shall be new construction. No mobile homes, HUD code manufactured or modular homes shall be placed on the property.

3.03. Each residential structure shall have a minimum floor area of 1000 square feet (guest house as provided for before of 1000 square feet) excluding porches, stoops, open or closed carports, patios or garages. No aluminum siding shall be allowed. Construction materials shall all be new and of quality in keeping with the quality of the development and workmanship shall be of a professional manner. The exterior of any residence must have at least two coats of paint thereon unless the exterior walls consist of masonry construction, or are a wood exterior or the type not requiring paint such as log or cedar siding.

3.04. No noxious or offensive trade or activity shall be allowed upon the property. The property may not be used as a dumping ground for rubbish, trash, inoperable equipment or garbage. No quarrying or refining operation of any kind shall be permitted.

100' 3.05. Except for fences or well houses no building or structures of any nature shall be located closer than 100 feet to any property line. Variations from these requirements may be allowable in individual cases where tract size or topography make these requirements impractical, such as Tract 2 and 3 where the distance from the property line may be 50 feet only on the line between the two tracts. Any disputes on variations shall be submitted to the Association, and the majority vote of the officers of the Association shall determine the result. No reasonable request or construction in good taste shall be rejected by the Association.

3.06. Any dwelling commenced on the subject property shall be completed with reasonable diligence and all events shall be completed with as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored on the subject property until the owner is ready to begin construction.

3.07. The residence and other buildings must be kept in good state of repair and must be painted when necessary to preserve the attractiveness thereof.

3.08. Said property shall never be used for outside unenclosed storage of any nature, nor shall said property be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and behind property improvements so they are not readily visible. No dirt, soil, or gravel shall be removed from the property and transported elsewhere.

3.09. If a home business is conducted by the owner on said property, such business shall be conducted in a manner so as to not create any excessive noise or pollution that would become a nuisance to any other property owner. If the home business involves equipment, such equipment shall be housed or screened in a manner that it is not visible to adjacent properties.

3.10. Property owners shall be responsible for keeping adjacent streets and alleys open and free of obstructions and such streets and alleys shall maintain a neat appearance at all times.

3.11. All fences constructed must be of new materials and be built in a professional manner. Fences constructed of wire must contain a minimum of ~~10~~ <sup>12</sup> strands of ~~galvanized steel~~ <sup>metal</sup> or vinyl coated wire netting and metal posts only, such posts must be painted except for cedar stakes. Creosote fences are not allowed. PVC or plastic or similar materials must be prefabricated and specifically manufactured for fence construction.

3.12. Any tract containing livestock must be fenced. No more than ~~one~~ <sup>one</sup> head of livestock ~~shall be kept on any tract, provided, however, that no hogs or pigs are to be kept on any tract.~~ Poultry for personal use of the owner may be kept only if confined in an adequate enclosure. FFA and 4H projects will be allowed as long as they are not a nuisance. No commercial feed lots of any nature shall be allowed.

3.13. Septic systems and/or septic and discharge lines shall be located at least 200 feet from ~~any~~ <sup>any</sup> ~~water~~ <sup>water</sup> (i.e. pond) ~~or~~ <sup>or</sup> ~~any~~ <sup>any</sup> ~~water~~ <sup>water</sup> such as springs or creeks. A properly installed and maintained aerobic sprinkler system may be located within 50 feet of the above described running water.

3.14. No deer stands shall be allowed within 300 feet of any property line.

3.15. An easement is reserved within 20 feet of each property line and each side of the road right of way for the construction and maintenance of conduits, poles, wires and fixtures for electric service, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi public utilities. Trees and shrubs may be trimmed which interfere or threaten to interfere with the maintenance of such utility lines. The easement includes the reasonable right of ingress and egress across the premises for purposes of installation and maintenance of utilities.

3.16. No outside toilet or privy shall be erected or maintained on any tract except during construction. All sanitary plumbing shall conform with the minimum requirements of the health department or health officer of Burnet County and the State of Texas. Overnight camping is permitted if the camp site is cleaned and all camping equipment is removed upon exit.

3.17. All culverts or drain pipes placed across, along or upon any roadway by any property owner must be at least 12 inches in diameter and at least 20 feet long.

3.18. Each property owner shall comply with all laws, ordinances and regulations affecting the property. The Sycamore Falls Estates Property Owners Association (POA) will have the right to assess dues as deemed necessary and to settle any disputes concerning any interpretations of these restrictions.

3.19. Up to three signs shall be allowed on any Tract of not more than six feet square each. This does not exclude small attractive decorative signs, such as bronze "Ducks Crossing". The developer or any other person or entity involved in the construction or sale of a residence within the subdivision shall have the right during development and construction to construct and maintain such facilities as may be reasonably necessary for such construction and sale. Signs to identify each tract and/or for resale are allowed. Such signs shall be not larger than six square feet, professionally constructed and installed, maintained if necessary and be in reasonable proportion to the size and color.

3.20. ~~The Tracts may not be subdivided.~~

Amended see pg 8

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reasonable in form, language and  
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3.21. No property shall be used, sold, or conveyed as a public road or street other than to provide ingress and egress to and from the Tract purchased. Developer (Frank Tindle and/or his assigns) retains the right to grant access using the roads to adjacent property provided such grantees are required to join the Association.

3.22. Water usage from wells and any private water system provided by the developer is for residential and judicious use for landscaping and gardening.

## ARTICLE 4

### Easements and Roadways

#### Reservation of Easements

4.01. The Plat of Sycamore Falls Estates Phase I contains certain private streets and roadways and easements. Developer owns property adjacent to Sycamore Falls Estates Phase I and Developer does hereby retain an easement over and across the roadways of Sycamore Falls Estates Phase I for access to adjacent property of Developer. Additionally, Developer retains an easement for utilities over and across the roadways and other easement on the Plat of Sycamore Falls Estates Phase I for the future development of adjacent property owned or subsequently purchased by Developer.

4.02. All roadways and easement for the installation and maintenance of utilities and drains facilities are reserved as shown on the Plat of the subdivision. No shrubbery, fence, or other obstruction shall be placed in any easement or roadway. Right of use for ingress and egress shall be available at all times over any dedicated roadway and easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or roadway that would interfere with the installation, maintenance, operation, or removal of such utility.

## ARTICLE 5

### Association

#### Creation

5.01. The Owners shall constitute the Association. Each Owner of a Tract, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Tract. Ownership of a Tract is the sole criterion for membership on the Association.

#### Transfer of Membership

5.02 Association membership can be transferred to the grantee of a conveyance of a Tract in fee. Membership shall not be assigned, pledged, or transferred in any other manner.



make a prohibited transfer shall be void.

#### Bylaws

5.03. Sycamore Falls Estates Property Owners Association has certain bylaws which have been adopted and approved by Developer. Said bylaws will be filed in the Real Property Records of Burnet County, Texas, and reference is here made to said bylaws, and said bylaws are adopted and incorporated herein.

### ARTICLE 6

#### General Provisions

##### Enforcement

6.01. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

##### Severability

6.02. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

##### Covenants Running With the Land

6.03. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Tract, and each Tract Owner.

##### Duration and Amendment

6.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Real Property Records of Burnet County, Texas, and all requisite governmental approvals, if any, have been obtained.

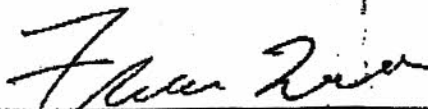
**Attorney's Fees**

6.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

**Liberal Interpretation**

6.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

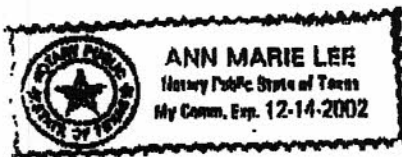
This Declaration is executed this 21 day of October, 1999, at Athens, TX Texas.

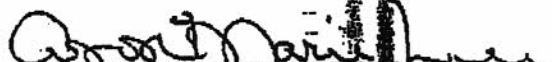
  
FRANK TINDLE

**(Acknowledgment)**

STATE OF TEXAS,       §  
                                  §  
COUNTY OF BURNET.   §

This instrument was acknowledged before me on the 21<sup>st</sup> day of October, 1999, by FRANK TINDLE.



  
Notary Public, State of Texas

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