

Section 1
PROPERTY RESTRICTIONS

Piney Ridge

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP I

WHEREAS, PINEY RIDGE INTENDS TO SEE THE DEVELOPMENT OF THIS PROPERTY SERVE THE MAXIMUM BENEFIT AND PLEASURE OF THE OWNERS OF TRACTS AND HOMES IN THE AREA REFERRED TO, AND INTENDS TO MAINTAIN THE PROPERTY VALUES THEREOF, AND DOES THEREBY SET FORTH THESE PROTECTIVE AND RESTRICTIVE COVENANTS REGARDING THE USE OF SAID LAND.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Piney Ridge, a Texas Partnership, does hereby make and file the following declaration reservations, protective covenants, limitations, conditions and restrictions regarding the use of the tracts located in Piney Ridge subdivision as shown by the plat of record in Vol. 1 p. 1513 of the Bastrop County Subdivision Records, the structures to be placed thereupon, and the development of the area in its entirety, as follows:

1. Property Use: All lots 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.

2. Resubdivision: In no event shall any lot ever be resubdivided or cut into a smaller lot less than 1/2 acre in size. Only one (1) single family dwelling shall be erected or placed on one (1) lot. A lot may be cut into two or more parts where it is to be added to or used in conjunction with an adjoining lot or lots.

3. Mobile Homes: No mobile homes will be permitted on any lot at any time for any purpose.

4. Permanent Homes: All permanent homes and other structures or buildings must be of all new construction. All one-story homes shall contain a minimum of 1500 square feet of living area, exclusive of garage carports and porches. Two-story homes shall contain a minimum of 2000 square feet of living area, exclusive of garages, carports and porches. A minimum of fifty (50%) per cent of the outside construction of any home shall be of brick, stone or masonry. Window and door openings shall be excluded from the total area of exterior walls in computing the percentage of this requirement. Variations from this requirement may be granted in individual cases where improvements equal to or greater in value of attractiveness are planned but any such variation must have the prior written approval of Piney Ridge, its successors or assigns.

4a. Garages: All garages or carports shall be constructed with "side-entry" thereto so that no garage or carport opening faces onto a street or streets. Variations from this requirement may be granted in individual cases where lot size or topography make this requirement impractical but any such variation must have the prior written approval of Piney Ridge, its successors or assigns.

5. Separate Structures: Any detached building, garage, carport, shed or structure or addition to first residence must be of all new material and be of equal construction and architectural design as the residence.

6. Setback Requirements: No buildings or structures of any nature shall be located on any lot closer than fifty (50') feet from the front property line, nor closer than twenty (20') feet to any side or back property line. Variations from this requirement may be granted in individual cases where tract size or topography make this requirement impractical but any such variation must have the prior written approval of Piney Ridge, its successors and assigns.

7. Time for Completion: Any dwelling or other structure or building commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed on any lot until the owner is ready to commence construction.

8. Temporary Structures: No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuildings shall be at any time used as a residence or dwelling, either temporarily or permanently without permission of Piney Ridge management.

9. Septic Tanks and Water Wells: No residence shall be permitted in the subdivision unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Bastrop County Health Department. All septic tanks shall be constructed on the rear 1/4 of the lot and more than 150 feet from any water well or water well site.

10. Repair and Upkeep: All residences and other buildings must be kept in a good state of repair, and must be painted or otherwise restored when necessary to preserve the attractiveness thereof.

11. Drainage Structures and Ditches: Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water with backwater. Such structures, where needed are to be installed at the expense of the Buyer. Natural drainage shall not be disturbed without prior written approval of Piney Ridge, its successors or assigns.

12. Storage of Trash and Weeds: No tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as 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 materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not readily visible from the street.

13. Parking: No parking of automobiles or any type vehicles will be allowed within the 50-foot right-of-way of any street or road in the subdivision at any time.

14. Trucks and Construction Equipment: No tractor trailer type trucks or dump trucks or other similar large commercial type trucks or construction machinery or equipment or vehicles shall be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements on premises within the subdivision.

15. Unused Cars: Cars or other vehicles may not be stored on any tract in the subdivision nor shall any car or vehicle that is not in running condition and regularly used be allowed to remain on any tract for more than one week. No repairing of motor vehicles shall be permitted on any tract.

16. Livestock and Pets: Dogs, cats or other household pets not to exceed a total of four in number (exclusive of unweaned offspring) may be kept on any tract so long as they are not kept, bred or maintained for any commercial purpose. On tracts 1 acre or larger personal pleasure horses, not to exceed a total of more than two (2) in number, may be kept, as well as small numbers of poultry (excluding roosters), rabbits, or an FFA or club project such as a calf or lamb (but no pigs or hogs), provided that they are not kept, bred, or maintained for any commercial purpose. Any pen, corral, hutch, structure or enclosure of any kind must be constructed out of all new material and must be attractive in appearance in keeping with the general standard of improvement in the development. Such improvements must at all times be kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the development. All such improvements must be located in the rear of the residence located thereon and not closer than 20 feet to any property line. No such pets or animals may be kept in a way or manner or location that creates a nuisance to other property owners such as annoying noise or flies or odors or unsightly premises.

17. Fences: All fencing shall be western red cedar, redwood, chain link, painted plank or rail or such other similar type that will add to and enhance the appearance of a residential development. No "ranch type" fencing constructed with steel "T" type posts or native "cedar" posts or farm or ranch fence wire such as barbed wire or sheep and goat wire will

be permitted. No fence or wall will be permitted nearer any street line than the set back requirements for such lot. Variation from these fencing requirements may be granted in individual cases where the tract size or topography or other conditions make these requirements impractical but such variation must have the prior written approval of Piney Ridge, its successors or assigns.

18. Signs: Except for one sign of not more than two square feet advertising the property for sale, no signs of any kind shall be displayed to the public view from any tract. However, signs used by a contractor or other builder to advertise the property during the course of construction and for a reasonable sales period thereafter, may be displayed on said tract.

19. Noxious Activity: No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.

20. Firearms: The use or discharge of any type of firearms is expressly prohibited within the subdivision.

21. Boats and Trailers: No boats, boat trailers, travel trailers or other similar property shall be allowed to remain in the driveway or front yard or any other location on any lot which is in full view of the street.

22. Mail Boxes: All mail boxes shall be of a type and design and placed in a location approved by Piney Ridge its successors or assigns.

23. Enforcement of Conditions and Restrictions: If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them, Piney Ridge, its successors or assigns, or any person owning any interest in any of the tracts in said subdivision, including mortgage interest may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent or to correct such violation, and to recover damages or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be paid in full by anyone violating these restrictions in the event the party bringing such suit prevails.

24. Invalidation: In any of the foregoing covenants, conditions and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be affected thereby and they shall remain in full force and effect.

Piney Ridge

BY: _____

THE STATE OF TEXAS X

COUNTY OF BASTROP X

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same as the act and deed of Piney Ridge, a Partnership for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 197_____.

NOTARY PUBLIC IN AND FOR BASTROP
COUNTY, TEXAS