



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PINE FOREST, PHASE III, UNITS 7 THROUGH 12
BASTROP COUNTY, TEXAS

WHEREAS, the Pine Forest Architectural Control Committee was first established by TAHITIAN VILLAGE CORPORATION in a document restricting residential development in Units 7 through 12 of PINE FOREST, PHASE III dated March 8, 1979 recorded in Volume 273, Page 63 of the real property records of Bastrop County, Texas, as subsequently amended, and now recommends that said restrictive covenants be amended and restated in a single document as set forth below; and

WHEREAS the Pine Forest Property Owners Association, Inc., referenced in the above restriction document, incorporated under the Texas Non-Profit Corporation Act on Dec. 29, 1978, and acting pursuant to its bylaws as amended from time to time thereafter, wishes to facilitate the further development of Lots in Units 7 through 12, to comply with legislative changes effective January 1, 2012, and for other purposes;

NOW, THEREFORE, the Pine Forest Property Owners Association, Inc. does hereby amend, restate and replace the above restrictions as follows, and declares that from and after the date of this amendment and restatement, that all of the property described above as recorded in Plat Cabinet 1 Page 152B-through 159A of the Plat Records of Bastrop County, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the property and which shall run with the real property as covenants running with the land and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each Owner thereof. Each deed which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the reservations, restrictions and covenants herein set forth, regardless of whether or not any of such provisions are set forth in said deed and whether or not referred to in any such instrument.

DEFINITIONS

Subdivision

Subdivision shall mean and include all of Pine Forest, Units 7 through 12.

Association

Association shall mean and refer to Pine Forest Property Owners' Association, Inc., a Texas Non-Profit Corporation, heretofore created for the purpose of providing a nonprofit civic organization to serve as the representative of the Owners and residents, by action of its Board of Directors, with respect to:

a. the acquisition, lease, operation, management, repair and maintenance of the services and facilities referred to herein;

- b. the enforcement of all covenants, conditions, restrictions, liens and charges created hereby and;
- c. the assessment, collection and application of all charges imposed hereunder.

Architectural Control Committee

The Architectural Control Committee (hereafter referred to as the ACC), an elected committee of the Association, is the body responsible for approval of new construction and the inspection and approval of improvements or changes to Lots within the Subdivision.

Owner

Owner shall mean and refer to the owner of record, whether one or more, of the fee simple title to any Lot or Reserve. Each Owner shall be a member of the Association.

Property

Property shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Lot

Lot shall mean and refer to those certain plots of land shown on the plat and Subdivision map of Pine Forest, Phase III, Units 7 through 12 recorded in the Map Records of Bastrop County, Texas, and any additional Lots subsequently platted; provided, however, the term Lot shall not include the Common Area nor any Reserve shown on said map or plat as of February 2, 2013. The Board of Directors of the Association expressly reserves the right to plat additional Lots in any of the Reserves or to sever one or more Lots from the jurisdiction of the Association if deemed reasonable or prudent. Each Lot shall have one vote in all matters requiring a vote of Owners.

Mobile Home

Mobile Home shall mean a new residence that is manufactured, purchased off site from a manufacturer or dealer, moved to the Lot, wheels removed, anchored in place to the land, and connected to a permanent exterior septic system, water, and electrical connections.

Single Family Dwelling

Single Family Dwelling (hereafter sometimes referred to as the Residence) shall mean a new qualifying structure with the principal purpose of housing a single family. Lots may contain multiple approved structures that serve various purposes but must contain an approved Residence.

Board

Board shall mean the Board of Directors of the Association.

ARTICLE 1 Restrictions

1.1. All current and future Lots within the Subdivision are subject to the current and future laws of the federal, state, and local governments having jurisdiction over the Subdivision and can be enforced by Board.

1.2. All Lots in the Subdivision shall be used for single family residential purposes or at the discretion of the Board for Parks, Recreational Facilities or other uses beneficial to the Subdivision.

1.3. Easements, setbacks, offsets, right of ways

a. Utility easements of 10 feet adjacent to the front, rear, and side property lines are reserved.

b. No improvements shall be constructed within 60 feet of the front property line (except ornamental fencing and gates), subject to the topography of the Lot, with an absolute minimum of 40 feet.

c. No improvements shall be constructed within 40 feet of the side property line (except ornamental fencing and gates) adjacent to a street.

d. No improvements shall be constructed within 10 feet of the rear property line or 15 feet of a side property line (except fencing) that are not adjacent to a street.

e. The streets and roads shown on said recorded plats are dedicated to the use of the public and will not be used for private purposes with the exception of establishing a USPS box.

1.4. Structures and minimum sizes

a. Residences in Units 7 -11 must be a minimum size of 1,800 square feet and a minimum of 1,200 square feet on the ground floor of a multi-story structure excluding porches, garages, and patios. A Garage/Carport for at least 2 cars shall be required.

b. Residences in Unit 12 must be a minimum size of 1,500 square feet excluding porches, garages, patios and may be a new Mobile Home or new manufactured residence.

c. On Lots of 1 acre or more a single smaller residence type structure with a minimum size of 1,200 square feet may be built in conjunction with the Residence or thereafter. This smaller residence may not be built on an adjacent Lot unless the two Lots are combined into a single Lot.

d. Utility structures may be any size up to the size of the footprint of the Residence but must be situated behind the residence. Construction and materials must be complimentary to construction of the residence.

e. All Residences and secondary residences must be connected to a sewer system or a Bastrop County approved septic system before occupancy.

f. Construction of a Residence or other structure must be completed in a timely manner. Permits will normally be issued for 6 months but longer permits will be allowed when justified by the builder. Extensions may be applied for if longer construction time is extended by unusual circumstances.

1.5. Materials

a. Exterior siding and trim materials of a durable nature are required and should be of a color and texture that compliments the existing residence and other residences in the neighborhood. If the siding or trim is normally painted then it will have two coats of paint.

b. Driveways

- i. Each Lot with a residence shall have a permanent driveway.
- ii. A concrete apron and culvert meeting Bastrop County requirements must be completed.
- iii. Driveway material must be a durable surface material; and if a permeable material is used, must be retained by an approved border on both sides.

1.6. Displays

a. Advertising

- i. No permanent advertising displays are allowed except Board approved signs promoting or identifying the Subdivision.
- ii. The contractor for approved construction may erect a small sign until construction is complete.
- iii. Posting signs for events of a non-profit charitable organization are allowed until the end of the event.

b. Flags

- i. Flags can only be displayed from Lots and structures owned by the Owner.
- ii. A US Flag may be displayed in accordance with 4 U.S.C. Sections 5-10.
- iii. A Texas Flag may be displayed in accordance with Chapter 3100, Texas Government Code.

iv. Flags requiring a permit

- 1. Any flag(s) that requires a freestanding flagpole,
 - 2. Any flag(s) that is lighted.
- c. Celebratory displays of a temporary nature do not require a permit except;
- i. when the display will last longer than 30 days,
 - ii. involves extensive lighting,
 - iii. involves the construction of temporary structures.

1.7. Pets, livestock and other animals

- a. Pets not raised for commercial purposes and maintained on Owner's property are allowed.
- b. Horses not raised for commercial purposes are allowed on Lots of one acre or more with a maximum of two per acre and an absolute maximum of six horses.
- c. Medically approved service animals are allowed.
- d. Livestock raised for any purpose is not allowed.

1.8. Recreational activities

- a. Permanent recreational apparatus or facilities are not permitted between the front of a Residence and any street.
- b. Powered or unpowered vehicles or horses may not be used in any way that disrupts the flow of traffic or are contrary to traffic laws.
- c. Powered or unpowered vehicles or horses may not be used on any Lot except the Owner's Lots without written permission of an Owner of a Lot.
- d. An Owner may use a residential type vehicle (i.e. bus, motorhome, travel trailer, 5th wheel trailer) on Owner's Lot for a maximum of 14 consecutive days per use and no more than 2 times per year for a total of 28 days.

1.9. Energy, utilities and other activities

- a. Natural gas is not currently supplied to the Subdivision.
- b. Propane is allowed but tanks and other facilities must be buried or hidden from view.
- c. Solar Energy Collection systems are allowed but require a permit from the ACC.
- d. Rain Water Collection Systems are allowed but require a permit from the ACC.

1.10. Vehicles

- a. No vehicles or trailers of any type may be stored (left parked in the same location for 30 or more days) in front of a Residence except during times of approved construction.
- b. No vehicles or trailers of any type may be left parked in front of a Residence except for personal transportation vehicles limited to cars, and light pickup trucks.
- c. Residential type vehicles (including but not limited to motor homes and trailers) may be inconspicuously stored on a Lot to the rear of the Residence or in a garage, but may not be occupied or lived in while so stored.

1.11. Other requirements

- a. Dumping of trash or waste and open cesspools are prohibited.
- b. Clean up of trash and unused building materials upon completion of any work is required.
- c. Hunting or discharge of firearms within the Subdivision is prohibited.
- d. Activities that generate loud noise, obnoxious or offensive odors, are prohibited.
- e. Removal or selling of any soil or natural resources from a Lot is not allowed except removal required to complete an approved construction or for fire safety/prevention.

1.12. Subdividing and joining of Lot

- a. Two adjacent Lots may be combined into one Lot at the discretion of the Owner for building site purposes but will be counted as two (2) Lots) for purposes of dues and Owner voting.
- b. Lots may be added, joined, severed, partitioned, recharacterized or any other procedure relating to property within the Subdivision with the recommendation of the ACC and the approval of the Board.

ARTICLE 2

Assessment of Charges

2.01 For the purpose of providing funds for the uses specified in Article 4 hereof, each Lot, including each Mobile Home Lot, shall be subject to an annual charge (the Annual Charge) to be paid to the Association. The amount of such charge shall be fixed from time to time by the Board but shall not be less than \$36.00 for any Lot of less than one acre, \$48.00 for any Lot of from one to three acres and \$60.00 for any Lot in excess of three acres. The Board may in its discretion change the classification of Owners according to the size of the Lot they own. The annual charge shall be uniform within each class of Owner but need not be uniform from class to class. Such Annual Charge shall be due and payable annually in advance on January 1 of each year.

2.02 The Annual Charge may be changed by the Board at its discretion, if it is deemed necessary and expedient to assure the continuance of the services provided and specified in Article 4 hereof.

2.03 In addition to the Annual Charge, the Board may adopt a Special Assessment for any purpose listed in Article 4. Such assessment shall be apportioned to all Lots in the Subdivision equally, or if such assessment is requested only by Owners in a particular Unit or area of the Subdivision such that not all Lots will benefit from the assessment, apportioned equally to all Lots that shall benefit from the assessment. Any such Special Assessment must be approved by 60% of the votes cast in person or by proxy by the Owners to be assessed in an election called for such purpose by the Board.

2.04 As soon as practicable at the beginning of each year, the Lot Owners shall receive a statement of Charges due. Unless such Owner shall have paid said Charges by February 10 of each year, the same shall be deemed delinquent and shall bear interest at the maximum rate per annum that the law allows until paid.

2.05 If the Owner of any Lot subject to the in advance Annual Charge or any Special Assessment Charge shall fail to pay the charges by April 1 of each year, the Board shall have the right to enforce the Vendor's Lien which is hereby imposed in its favor, to the same extent, including a foreclosure sale and deficiency judgment and subject to the same procedures as in the case of deeds of trust under the applicable law. The amount due by such Owner shall include the past due Annual and Special Assessment Charges, the cost of any collection or enforcement proceedings, including a reasonable attorney's fee, and interest at the maximum rate allowed by Law until paid.

2.06 The Board shall have the right to adopt procedures for the purpose of billing for and collection of the Annual and Special Assessment Charges, provided that the same are not inconsistent with the provisions hereof.

2.07 Upon written demand by any Lot Owner, the Board shall within a reasonable period of time issue and furnish to such Lot Owner a written certificate stating that all Annual and Special Assessment Charges (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all Charges have not been paid, setting forth the amount of such Charges (including interest and costs, if any) due and payable as of such date. The Board may make a reasonable charge for the issuance of such certificate, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Board and any bona fide purchaser of, or lender on, the Lot in question.

ARTICLE 3

Imposition of Charge and Lien upon Property

3.01 The Charges herein imposed shall be and remain a first charge against and a continued first vendor's lien against the land herein conveyed until paid, and shall run with, bind and burden such land, provided, however, that the lien of the various charges provided for herein shall be subordinate to the lien of any mortgage, home equity loan, mechanic's lien contract, deed of trust, or vendor's lien now or hereafter placed upon the Lot subject to such charges so long as such mortgage, home equity loan, mechanic's lien contract, deed of trust or vendor's lien was imposed as a bona fide security for purchase money or as bona fide security for a construction or improvement loan on the Lot in question. The lien for Charges herein shall be and remain subordinate to an "equity withdrawal" refinance, second mortgage or home equity loan (not described in the preceding sentence) only if the total indebtedness secured by the Lot is 90% or less than the market value of such lot determined by an independent appraisal upon which such refinance, second mortgage or home equity loan is based. The

subordination described herein shall apply only to the charges which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosures. Such sale or transfer, however, shall not release such Lot from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

3.02 In addition to taking subject to the charge and the lien imposed by Section 3.01 hereof, a new Owner of each Lot prior to the acceptance of a deed therefor, whether or not it shall be expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each charge against such Lot in each year during any part of which such Owner holds title to such Lot.

ARTICLE 4 Use of Funds

4.01. The Board shall apply all funds received by the Association for the benefit of the lands lying within the Subdivision in the following manner:

- a. The payment of all principal and interest, when due, on all amounts owed by the Association;
- b. The cost and expenses of the Association; and
- c. For the benefit of the Subdivision, by devoting the same to the lease, acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewing, placement, repair, maintenance, operation and subsidizing of such of the following as the Board in its sole discretion may from time to time establish or provide, including, but not limited to the following;
 - i. any and all projects, sources, facilities, studies, programs, systems and properties relating to recreational facilities or community services;
 - ii. drainage systems;
 - iii. streets, roads, highways, walkways, curbing, gutters, trees, flowers and landscaping, fountains, benches, shelters, directional and information signs, and lighting facilities;
 - iv. facilities for the collection, treatment and disposal of garbage, sewage and refuse;
 - v. associated facilities for the fighting and preventing of fires;
 - vi. utility systems and;
 - vii. any and all other improvements, facilities and services as the Board may deem to be necessary, desirable or beneficial to the Subdivision and its residents.

4.02. The Board shall not be obligated to spend in any calendar year any part of or all of the sums collected in such year by way of charges, or otherwise, and may carry forward as surplus any balances remaining; nor shall the Board be obligated to apply any such surpluses to the reduction of the amount of charges in the succeeding year, but may carry forward from year to year such surpluses as the Board in its discretion may determine to be desirable for the greater financial security of the Association and to effectuate its purposes.

4.03 The Board shall be entitled to contract with any corporation, firm or any other entity in order to carry out the performance of the various functions of the Association hereunder.

ARTICLE 5
Rights of Enjoyment of Community Facilities

5.01 Every Lot Owner, by reason of such ownership, shall have a right of enjoyment in and to all facilities provided by the Association subject to the terms hereof, and such right shall be appurtenant to and pass with every Lot transfer. All such rights and privileges shall be subject to the right of the Board to adopt and promulgate rules and regulations pertaining to the use of such facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and residents. The Board shall have the right to charge Owners and residents admission and/or other fees in connection with the use or right to use any facility. Such other fees may include, but not necessarily be limited to, monthly fees for the use or right to use such facilities. The Association shall have the right to borrow money for the purpose of improving any facility and in the aid thereof, to mortgage the same and the rights of any such mortgagee shall be superior to the easements herein granted and assumed.

5.02 The Board shall have the right to suspend the right of any Lot Owner (and the privilege of each resident claiming through such Owner) for any period during which any charge provided for in this instrument remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions hereof.

5.03 Notwithstanding the rights, easements and privileges granted under this Article 5, the Board shall nevertheless have the right and power to convey any property referred to in Section 5.01 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

ARTICLE 6
Architectural Control

6.01. No building, fence, wall or other improvement of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the plans, specifications and plats showing the nature, kind, shape, height, materials and location of the same has been approved by the ACC in writing.

6.02. The authority to grant or withhold approval to changes in Lots is vested in the ACC.

6.03. Approval shall be granted or withheld based on:

- a. matters of compliance with the provisions of this instrument,
- b. quality of materials which must equal or exceed the median standard for the Subdivision as determined by the ACC,
- c. quality of construction which must equal or exceed the median standard for the Subdivision as determined by the ACC,
- d. harmony of the external design with existing and proposed structures within the Lot,
- e. harmony of the external design with existing and proposed structures within the Subdivision,
- f. location with respect to topography and finished grade elevation, and
- g. the granting of the aforesaid approval shall constitute only an expression of opinion of the ACC that the terms and provisions hereof shall be complied with if the building and/or other

improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat. Further, no persons exercising any prerogative of approval or disapproval shall incur any liability by reason of good faith exercise thereof.

6.04. Appeals of ACC actions

- a. An Owner may appeal an ACC denial of a permit to the Board at any special or regularly scheduled meeting of the Board to occur not more than 60 days following the denial.
- b. Appeals of ACC action(s) will be conducted in accordance with the by-laws of the Association.

6.05. Membership in ACC

- a. Requirements of membership in ACC
 - i. must be an owner of property in Subdivision.
 - ii. must be elected in accordance with provisions of the by-laws of the Association.
 - iii. must be able to perform the duties of the committee as directed by the Chair of the Committee.
- b. The term of office for each ACC member shall be 4 years.
- c. Duties
 - i. assist Owners and potential owners with preparation of permit requests
 - ii. approve/disapprove permit requests and changes to Lots
 - iii. visually inspect the Subdivision
 - iv. publish and maintain Guidelines and Policies to be made available to all Owners, and
 - v. prepare, publish and maintain a list of approved builders and contractors.

6.06. At the annual Owner meeting of the Association the ACC shall meet and elect a Chair, Vice Chair.

6.07. In the event an Owner of any Lot shall fail to comply with an issued permit or fail to maintain the premises and improvements situated thereon in a neat and orderly manner, the ACC shall notify in writing one or more of the owners of the violation. Continued failure to correct the violation after notification will be reported to the Board to take whatever additional action required.

6.08. If any Lot Owner in this Subdivision shall violate or attempt to violate any of the covenants or restrictions herein contained, then the Board or any other Owner in the Subdivision shall have the right to prosecute any proceedings, at law or in equity, against any such person violating or attempting to violate any of the covenants or restrictions and prevent such person or persons from so doing by prohibitive or mandatory injunction and/or recover damages and expenses (including reasonable attorney's fees) for such violation. Any Owner who knowingly or negligently begins construction without a permit, or in violation of plans upon which the permit is based, shall, upon receipt of notice from the ACC, halt construction and tear down any construction that cannot be made to conform to the permit or to the requirements of a new permit. The commencement of construction without a permit or in violation of a permit shall constitute consent to any demand by the Board to require halting and tearing down non-permitted construction. In addition to the remedies set forth above, the Board may in its discretion

levy reasonable fines and penalties not to exceed \$1000 per violation, which fines and penalties shall be a lien upon the property until paid in accordance with the provisions of Article 3 above.

ARTICLE 7
Miscellaneous

7.01. No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration except as set forth herein in section 7.04

7.02. The determination of any court that any provision of this Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.

7.03. The Association shall be empowered to assign its rights hereunder to any successor nonprofit membership corporation (hereinafter referred to as Successor Corporation) and, upon such assignment the Successor Corporation shall have the rights and be subject to all the duties of the Association hereunder and shall be deemed to have agreed to be bound by all the provisions hereof, to the same extent as if the Successor Corporation had been an original party. If for any reason the Association shall cease to exist without having first assigned its rights hereunder, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue, and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a nonprofit membership corporation and assigning the rights of the Association hereunder with the same force and effect, and subject to the same conditions as provided in this Section 7.03 with respect to an assignment and delegation by the Association to a Successor Corporation.

7.04. Any or all of the covenants or restrictions herein may be annulled, amended or modified at any time by the Board except that changes to Article 1 and Sections 6.01 through 6.07 may be made only with the advice and consent of the ACC. A proposed amendment or modification must be ratified by Owners of at least 1/3rd of the Lots in the Subdivision, or, if the Board calls a meeting for such purpose, ratified by sixty (60) percent of the votes of Owners attending in person or by proxy. All Lot Owners shall be given not less than thirty (30) days notice in writing of any proposed amendment before it is to be voted upon and adopted.

7.05. All titles or headings of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof. All references to a singular term shall include the plural where applicable.

7.06. The covenants, conditions and restrictions of this Declaration shall take effect on the date of ratification and shall not have retroactive application to homes or improvements that were completed or granted permits by ACC prior to such date. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Owner of any Lot subject to this Declaration, and his or her respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at a later date.

EXECUTED BY the Pine Forest Property Owners Association this 16th day
of April, 2013 following ratification on April 11, 2013.

By John D. Gardner
John D. Gardner, PRESIDENT

ATTEST: Sue Lane McCulley
Sue Lane McCulley, SECRETARY

STATE OF TEXAS)
)
COUNTY OF BASTROP)

BEFORE ME, the undersigned authority, on this day personally appeared
John Gardner, President, and Sue McCulley, Secretary of the Pine
Forest Property Owners Association, a Texas Corporation, known to me to be the persons and
officers whose names are subscribed to the foregoing instrument and acknowledged to me that he/she
executed the same for the purpose and consideration therein expressed, and in the capacity therein
stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16 day of APRIL, 2013.

[Signature]
NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

April 16, 2013 04:26:41 PM
PAULAB FEE: \$56.00 BOOK:2226 PAGE:187-197
ROSE PIETSCH, County Clerk
Bastrop, Texas

RESTRICTION

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