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DECLARATION OF COVENANTS, CONDITIONS

AND

RESTRICTIONS OF THE ARBORS AT DOGWOOD CREEK

SECTION 2

WHEREAS, Sabine Investment Company of Texas, Inc. ("Developer") is the owner and developer of THE ARBORS AT DOGWOOD CREEK, SECTION 2 (The Arbors), located in Bastrop County, Texas (the "Subdivision") according to the plat executed by Sabine Investment Company of Texas, Inc., which plat was filed in Cabinet 3, Page 1268, 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 to place restrictions and conditions thereon designating and describing the manner and for what purposes lots in the Subdivision may be used, and the type and size of structure erected in the Subdivision, which purposes are to be effectuated by this Declaration of Covenants, Conditions and Restrictions (the "Restrictions");

NOW, THEREFORE, Developer hereby establishes the following reservations, conditions and restrictions of the Subdivision to be covenants running with the land, binding upon and to inure to the use and benefit of itself, its successors and assigns and to purchasers of lots in the Subdivision, and, as herein provided, and in accordance with the provisions hereof, for the use and benefit of purchasers of lots in adjoining property which has been, or may be, developed and sold by Developer and made a part of the Subdivision:

1. LAND USE AND BUILDING TYPE

- (a) Land Use. All lots in the Subdivision shall be used for single family residential purposes. Only one single family residence shall be permitted on each lot. Temporary uses may be made of the lots by Developer for model houses, parking lots and/or sales offices, which shall be permitted until such units are sold or until permanent cessation of such uses takes place.
- (b) Building Types. No building will be erected, altered, placed or permitted to remain on any lots other than:
 - (1) Site-built homes, constructed of new materials and having a minimum of eighteen hundred (1800) square feet of climate controlled area and if more

than one story the ground floor shall be not less than fourteen hundred (1400) square feet and the combined area for the first and second floors shall be not less than two thousand two hundred (2200) square feet; or

- (2) A servant or guest house that does not conform to the minimum square footage requirement so long as it otherwise conforms to these restrictions and is constructed after completion of the primary home.
- (3) Barns and outbuildings constructed of new materials and approved by the Architectural Committee.
- (4) All residences in the subdivision shall have at least 25% of exterior wall space constructed of stone, brick or stucco. Except corner lots - 75% masonry- (stone, brick, stucco) construction.

All residences must be completed within one (1) year from start of construction and all landscaping shall be completed within six (6) months, after construction of the home is complete. All garages and carports shall be large enough to accommodate under roof two full-sized automobiles and attached to the home unless permission is granted by the Architectural Committee to deviate from this requirement.

2. ARCHITECTURAL CONTROL COMMITTEE

- (a) Creation of Architectural Control Committee. There is hereby created an Architectural Control Committee which shall be composed of Jim Brasse, Steve Mills and Gene Foy. The Architectural Control Committee shall be free from liability for actions within the scope of the Architectural Control Committee's function.
- (b) Required Approval of Plans. No building or other structure or improvement shall be constructed, erected or placed on any lot nor shall any exterior additions to or change or alteration therein be made prior to approval by the Architectural Control Committee as to quality and workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with the Restrictions. As to site-built homes, all final plans and specifications must be submitted to the Architectural Control committee. Plans, specifications and plats shall be filed with the Committee by delivery to the office of the Developer or the Improvement Association.
- (c) Approval Process. In the event that any plans and specifications or photographs are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject, in writing, such plans and specifications or photographs for a period of thirty (30) days following such submission, then approval is presumed.

- (d) Expiration of Term. When seventy-five per cent (75%) of the lots subject to the Restrictions are sold by the Developer (including any additional land which may become subject to the Restrictions pursuant to Section 26 hereof) and the Developer has no intention of adding any additional land to the Subdivision, the term of the Architectural Control Committee shall be deemed to have expired and The Arbors Improvement committee shall assume the duties of the Architectural Control Committee.

3. TEMPORARY STRUCTURES

No structure of a temporary character including, but not limited to, a tent, shack, garage, barn, house trailer, camper or other temporary facility shall be used on any lot as a residence either temporarily or permanently.

4. BUILDING LOCATION

No building or structure shall be located on any lot nearer the street than the setback lines on the recorded plat. Likewise, no building or structure shall be located nearer than ten feet (10') to an interior lot line or any easement shown on the plat, or nearer than twenty-five feet (25') to the rear lot line, with the exception of drainage easements of which there will be no setback requirement. Eaves, steps, terraces, patios, swimming pools, walls and fences shall not be considered as part of a building for purposes of this section.

In the event a buyer purchases two or more adjoining lots and desires to construct a dwelling across the common side lot line(s), the Architectural Committee may permit such act by written waiver of the side lot line setbacks, provided there is not then, or known to be planned, any utility easement along the common side lot line. Said approval will be subject to the approval of and compliance with any County or State statutes or guidelines.

5. FENCES AND WALLS

Fences shall be constructed of wood, brick, rock, stuccoed block, wrought iron or pipe with the maximum height not to exceed six feet (6'). If vertical board fencing is used, the horizontal boards must face to the inside of the yard being fenced such that only the vertical boards will be visible from the street or adjoining property owner.

No chain link fence will be permitted on any lot unless it is not visible from the street. No barbed wire may be used on any lot. However, any existing barbed wire fence along the perimeter of the entire lot may remain, but should it be removed, the new fence must conform to these restrictions.

All fences and walls must have the written approval of the Architectural Committee prior to construction and the Architectural Committee may deviate from the Restrictions above if they feel it is in the best interests of the Subdivision. No fencing shall be erected before the construction of the permanent residence without permission of the Architectural Committee.

6. RESUBDIVISION

No lot in the subdivision may be further subdivided, except by the Developer.

7. BUSINESS

No gainful occupation, trade, or other non-residential use shall be conducted on any lot.

8. OIL AND MINING OPERATIONS

No drilling, development, refining, quarrying, mining, or prospecting operations for any minerals shall be conducted on any lot, nor shall any well, tank, tunnel, or mineral excavation be permitted on any lot.

9. CLOTHESLINES

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

10. PARKING

No inoperative or unlicensed vehicle or bus may be kept on any lot at any time, however, motor homes, campers, boats, trailers, trucks one-ton or less, will be allowed to be stored on a lot as long as they are not visible from streets in the subdivision.

11. ANTENNAE

No television nor satellite dish will be permitted where and when television cable is available to a lot unless a variance is granted by the Architectural Committee. Other antennae such as those used for citizen band or short wave radio must be hidden from view. Should the Architectural Committee grant a variance for a satellite receiver then the receiver must be placed such that it is located in the backyard of the residence and generally out of view from the street.

12. EASEMENTS

Developer, for and on behalf of itself and the Association, reserves easements for installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. The easements are for the purpose of installing, using and maintaining public utilities. The easements are for the general benefit of the subdivision and the property owners and are reserved and created in favor of all utility companies serving the Subdivision. Furthermore, Developer, for itself and The Arbors Improvement Association, reserves an easement over and across all parkways, streets and common areas shown on the Plat.

13. DEDICATION OF COMMON AREAS

All of the areas designated as common areas on the Plat are hereby dedicated as common areas for the use and benefits of all persons and entities owning property or an interest in any property in the Subdivision, and to purchasers of lots in adjoining property which has been, or may be, developed and sold by the Developer. Ownership of common areas within the Subdivision shall be conveyed to the Association when seventy-five percent (75%) of the lots in the Subdivision, including any and all lots which may become part of the Subdivision pursuant to Section 26 hereof, have been sold and Developer has no intention of adding additional lots or sections to the Subdivision. These restrictions shall not apply to the common areas and reserve areas shown on the plat.

14. RECREATION FACILITIES

Developer, or the Association, shall have the right, but not the obligation, to operate legitimate recreational facilities upon the areas designated as common areas on the Plat, or upon any lot which Developer, at its sole discretion, determines would be suitable for such recreational facilities. Developer, or the Association, shall have the right, but not the obligation, to construct and operate any and all facilities in connection therewith, such as, but not limited to, swimming pools, tennis courts and other types of recreational facilities.

15. LIVESTOCK AND POULTRY

Although household pets are permitted on any lot in The Arbors, no swine or poultry of any kind, shall be raised, bred or kept on any lot. F.F.A. project animals, horses or cows which are not kept, bred or maintained for commercial purposes are allowed on lots 98-137, 210, 211, 212, 241-271.

16. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each lot owner shall

be responsible for disposing of all of his trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority.

17. SIGNS

No sign shall be displayed on any lot except one sign not more than five square feet, used by the Developer or builders to advertise the property during the construction and sales. Signs permitted in this section must be approved by the Architectural Committee.

18. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

19. DRIVEWAYS

Driveways shall be constructed of asphalt, concrete, brick, stone or pavers of concrete, brick material or other material, if same is approved by the Architectural Committee. Each lot owner is responsible for installing a culvert between the County road and their driveway, in compliance with current Bastrop County regulations.

20. MAILBOXES

Because curbside mail boxes are required for mail delivery by the U.S. Postal Service, attractive individual designs for mail box holders shall be required by the Architectural Committee. Within the scope of postal service requirements, the mail box holders shall be designed and constructed utilizing the masonry materials used in constructing the residence, and the standard rural mail box installation on a single post is not permitted. Designs must be submitted to the Architectural Committee for approval and boxes may not be constructed or erected without the Architectural Committee's approval. The face of the mailbox and the mailbox holder shall set back 2-1/2 feet from the edge of pavement.

21. GREENBELT AND COMMON AREAS

Greenbelt and common areas shall be any landscaped areas, medians, or entry walls including lighting, irrigation and other features that are either located within public right-of-way or other dedicated easements, or areas specifically designated through easement or conveyed fee simple to and maintained by The Arbors Improvement Association or if located in a public right-of-way or other dedicated easements will not be conveyed but will nevertheless be maintained by The Arbors Improvement Association for the benefit of its members.

22. THE ARBORS IMPROVEMENT ASSOCIATION

- (a) **Membership of Association.** Each and every owner of a lot (under a Contract for Deed or a Deed) in the Subdivision shall be a member of The Arbors Improvement Association (the "Association"). The Association may be a non-Profit corporation or an unincorporated association.
- (a) **Voting Rights.** Each member shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one (1) person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.
- (c) **Notice and Voting Requirements.** Any and all elections of the Association shall be governed by the following rules:
 - (1) Written notice of any election shall be given to all members by certified mail return receipt required at least fourteen (14) days prior to the date of such election.
 - (2) Votes shall be by written ballot and the ballot shall be retained for at least one year after the election.
 - (3) Any election shall be determined by a simple majority of the members voting in such election.

23. THE ARBORS IMPROVEMENT COMMITTEE

- (a) **Formation.** The Arbors Improvement Committee (the "Improvement Committee") shall be the governing body of the Association. The Improvement Committee shall be composed initially of Jim Brasse, Steve Mills and Gene Foy.
- (b) **Election.** After seventy-five (75%) of the lots in the Subdivision, including any And all lots which may be added to the Subdivision pursuant to Section 26 hereof, have been conveyed by Contract for Deed or Deed and Developer has not intention of adding any additional lots or sections to the Subdivision, the initial members of the Committee shall arrange for an election of the members to elect three members of the Association to replace them on the Improvement Committee. The election shall be in accordance with Section 22 hereof.
- (a) **Powers and Functions.** The Improvement Committee shall have the following powers and functions:
 - (1) Collect and expend, in the interest of the Subdivision, the Maintenance

and Recreation Fund.

- (2) Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any lot owner in the Subdivision).
- (3) Serve as the Architectural Control Committee after the initial Architectural Control Committee is terminated pursuant to Section 2 hereof.

24. ASSESSMENTS

- (a) Annual Assessment. Each owner of any lot by acceptance of a Deed or Contract For Deed thereto, whether or not it shall be so expressed in a Deed or other conveyance, is deemed to covenant and agree to pay the Association the annual assessments which shall be hereafter from time to time be fixed, established and collected by the Committee. The amount of the annual assessment shall be determined by the Committee based on the estimated costs of performing the services set forth in Subparagraph (c) of this section. The initial annual assessment is set at \$300.00 for each lot in the Subdivision. If the basic annual assessment estimated by the Committee is insufficient to cover the cost of the services to be rendered, the Committee may increase the assessment by an amount up to 10% at any time after July 1 of a year without approval of the members. Developer is not hereby obligated to pay such assessments, but may elect to do so. The annual assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land affected thereby and shall be secured by a continuing lien which is hereby reserved in favor of the Association upon each lot against which each such assessment is made, to the same extent as if retained by Developer and expressly assigned to the Association. Each such annual assessment shall also be the personal obligation of the person who was the owner of the lot at the time when each such assessment became due and payable.
- (b) Capital Assessment. In addition to annual assessments, the Association may levy a capital assessment for capital improvements to the Common Property which are approved by the members of the Association.
- (c) Purpose of Assessments. The annual assessments levied by the Improvement Committee shall be used exclusively for the purpose of creating a fund for the improvement and maintenance of the Subdivision (the "Maintenance and Recreation Fund"). The Improvement Committee shall use the Maintenance and Recreation Fund for expenses incurred for any of the following reasons: to promote the recreation, health, safety and welfare of the Subdivision and in particular, to improve and maintain common properties and facilities and to provide essential services, including without limitation improving and maintaining recreation facilities, electricity and water bills that pertain to common

areas, greenbelts and street lights; and providing such services as are necessary to keep the Subdivision neat and in good order, paying of legal and other expenses incurred with the collection, enforcement and administration of assessments; enforcing of all covenants and restrictions for the Subdivision. The Improvement Committee's Decisions shall be final as to the use of the Maintenance and Recreation Fund and the members of the Improvement Committee shall be free from liability for actions within the Improvement Committee's function, unless gross negligence is proven.

- (d) Date of Commencement. The annual assessments shall commence on the date Conveyance of any property subject to such assessment. The first annual assessment shall be for the balance of the calendar year and shall become due on the date fixed for commencement. After the first year, the assessment shall be made as of January 1 of a year on a calendar year basis and shall be paid annually in advance as billed by the Committee. Capital assessments shall be due thirty (30) days after notice thereof is given by the Committee.
- (e) Effect of Nonpayment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date the assessment shall bear interest from the date due at the rate of eighteen per cent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay or foreclose the lien against the lot and interest, costs, and reasonable attorney's fees, for any action shall be added to the amount of such assessment.
- (f) Term. Such assessments shall continue during the term of the Restrictions.
- (g) Exterior Maintenance.
 - (i) Obligation. Each owner of a lot with an improvement thereon shall be responsible to keep the same in good repair and perform such maintenance as will not cause the improvements to detract from the appearance or value of the subdivision. If the Committee considers that an owner is not in compliance with this provision, it may give him notice of such non-compliance. If such owner is not in compliance within thirty (30) days after such notice, the Association may provide exterior maintenance to the extent of paint, repair or replacing of roofs, gutters, downspouts, repair of exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.
 - (ii) Assessment. The cost of such exterior maintenance shall be assessed against the lot or living unit upon which such maintenance is done and shall be added to and become a part of the annual assessment applicable to such lot or living unit and shall be a lien and obligation of the owner and become due and payable in all respects as any other assessment.

- (iii) **Access.** For the purpose of performing the exterior maintenance required or authorized by this article, the Association, through its duly authorized agents or employees, shall have the right after reasonable notice to the owner to enter upon any lot or exterior of any living unit at reasonable hours on any day except Sunday.

25. TERM

These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Bastrop County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

26. ADDITIONS TO EXISTING PROPERTY

The Developer may add or annex additional land to the Subdivision from time to time and at anytime, providing that the land so added shall at that time be bound by the terms of these Restrictions and any future modifications thereof, by filing of record a Supplementary Declaration of Covenants, Conditions, and Restrictions.

27. ENFORCEMENT

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot in the Subdivision, by the Developer or by the Improvement Committee. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

28. SEVERABILITY

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

EXECUTED on this 14 day of July, 1998.

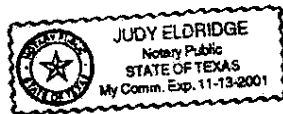
SABINE INVESTMENT COMPANY OF TEXAS, INC.

By: James H. Brasse
James H. Brasse, President

THE STATE OF TEXAS :

COUNTY OF ANGELINA:

This instrument was acknowledged before me on this 14th day of July, 1998, by James E. Brasse, President, SABINE INVESTMENT COMPANY OF TEXAS, INC., a Texas corporation, on behalf of said corporation.



Judy Eldridge
Notary Public, State of Texas

FILED AND RECORDED

Shirley Wilhelm
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Shirley Wilhelm
COUNTY CLERK
BASTROP COUNTY, TEXAS
By car