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Declaration of Covenants & Restrictions

HAYS CITY ESTATES

I. RECITALS AND DECLARATIONS

A. Robert G. Kuykendall (Declarant) is the owner in fee simple of certain property located in Hays County Texas, and known by official plat designation as HAYS CITY ESTATES, a subdivision recorded on _____, 1995, in Volume _____, Page _____ of the plat records of Hays County Texas.

B. For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting the subdivision, Declarant declares that all of the lots and each part of the Subdivision will be held, sold, and conveyed subject to the following covenants, and restrictions, which will be binding on all parties having any right, title or interest in the lots or any part of the Subdivision, their heirs, successors, and assigns, and will inure to the benefit of each owner of such lot, title or interest.

II. USE RESTRICTIONS

The Subdivision will be occupied and used only as follows:

A. Each lot, numbers one (1) through eight (8) will be used for one residence for a single family and for no other purpose. Any re-subdivision of any lot if approved in accordance with Section VII of these restrictions must be at the owner's expense and must be in accordance with all subdivision requirements of appropriate authorities. Lot 9, at purchaser's (owner's) option (and expense), may be used solely for residential purposes, then requirements (Section II) for lots one (1) through eight (8) shall be in effect. If Lot 9 is not used for Residential purposes, then requirements (Section II) shall not apply.

B. No temporary structure(s), except one used as an office or material(s) storage during the construction of the permanent dwelling (and not to exceed a period of 180 days), shall at any time be used as a temporary or permanent residence.

C. No old homes or houses constructed elsewhere shall be placed, moved on, or otherwise permitted to remain on any lot. All

Well:
Edwards
Acquires
District
Office
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Septic:
Alan
Walker
H-C Health Dept.
San Maner (512) 353-4351

construction of all improvements must be of new material.

D. No mobile homes or manufactured housing shall be permitted. A minimum of 1,500 square feet for one-story homes or 2,000 square feet for 2-story homes (heated/air conditioned space) shall be required.

E. All buildings shall be set back at least one hundred (100) feet from all boundary lines.

F. No residence shall be constructed using iron, tin, or other metals for the exterior of the residence, except that metal roofs will be permitted on any building.

G. No junk cars, abandoned cars, or inoperable vehicles of any sort shall be kept on any lot. No lot shall be used for dumping trash or garbage. All trash or other waste material shall be kept in sanitary containers located in appropriate areas concealed from public view and shall be regularly removed from each lot by an appropriate trash hauling company.

H. No outside toilet facilities shall be constructed or maintained on any lot. All septic systems must be approved by the appropriate laws and regulations. Each lot owner shall be responsible for the cost, expense and maintenance of his or her septic system and water well(s) as regulatory authorities may require.

I. To enable Declarant, his successors and assigns, to maintain the present agricultural tax status of lots within the subdivision are subject to livestock grazing by the Declarant's (or his assigns) cattle, sheep, goats, or horses, but any lot owner has the right to fence out, at the lot owner's expense, Declarant's stock. Declarant shall in no way be liable for any damage from stock grazing or use caused by any lot owner's failure to fence his or her lot. Each owner may fence his or her lot at his expense so long as the fence or fences are built and constructed in a workmanlike manner in accordance with prudent ranching practices in Central Texas. (Example: Cedar posts or creosote posts at least 4" in diameter with cedar or steel "stays" with net wire bottoms or two or three "slick" or "barbed" wires only, without any net wire.) Purchaser may construct fences totally out of wood, lumber, split rails or rock.

J. Lot owners are permitted to run stock on any lot as is customary in Central Texas. No commercial feed lots are permitted. Owners

may keep domestic or exotic animals or birds (fowls) in pens or stalls so long as the operation is not a health hazard and the grounds are kept in a neat and sanitary condition. No swine or hogs will be allowed on any tract.

K. Any over-stocking outside of corrals that result in the denuding of all or substantially all of the ground cover or the removal of bark from trees is permitted.

L. Any brush or timber that is bulldozed or cleared from any tract must be promptly removed, shredded, or burned in accordance with all applicable laws and regulations.

M. Discharge of firearms in the subdivision for hunting or their recreational purposes is prohibited.

III. OBLIGATION TO REPAIR AND REBUILD

Each owner will, at his sole cost and expense, repair his residence, keeping it in a condition comparable to its condition at the time of its initial construction, excepting only normal wear and tear. If a residence is damaged or destroyed by fire or other casualty, it will be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction will be undertaken within three (3) months after the damage occurs, and will be completed within nine (9) months after the damage occurs, unless prevented by causes beyond the control of the owner.

IV. PROPERTY OWNERS ASSOCIATION

A. All property owners or purchasers shall be required to be a member of the HAYS CITY ESTATES PROPERTY OWNERS ASSOCIATION, as approved by the Commissioners Court or its agent, and subject to all the rules and regulations of the Association. Furthermore, those lots 3, 4, 6, & 7 utilizing a "Shared Access Driveway (SAD)" shall be subject to the Supplemental Declaration of Covenants & Restrictions regarding Shared Access Driveway which have been filed with the Hays County Clerk and are incorporated herein and expressly made a part herof by reference.

V. ENFORCEMENT

Declarant and all owners shall have the right to enforce, by any

proceeding at law or in equity, all restrictions, liens, and charges imposed by this declaration. Failure by Declarant or by any owner to enforce any covenant or restriction will in no event be deemed a waiver of the right to do so subsequently.

VI. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which will remain in full force and effect.

VII. AMENDMENTS

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than two-thirds (6) vote of all lot owners. Each of the original nine (9) lots shall be entitled to only one vote in the event of multiple owners or re-subdivision of any lot.

VIII. SUBORDINATION

No breach of any of the covenants contained in this declaration will defeat or render invalid the lien of any deed of trust made in good faith and for value as to any lot, but such conditions will be binding on any owner whose title is acquired by foreclosure, trustee sale, or otherwise.

IX. DURATION

The covenants and restrictions of this declaration will run with and bind the land; and will inure to the benefit of and be enforceable by any lot owner for a period of ten (10) years from the date of this declaration, and thereafter will continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least two-thirds of the subdivision lots.

X. DEFINITION(S)

The term "Declarant" shall mean Robert G. Kuykendall, his heirs, successors, and/or assigns.

Executed on _____, 1995

DECLARANT

Robert G. kuykendall

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this _____ day of _____, 1995, by Robert G. Kuykendall.

Notary Public State of Texas

Printed Name