

DECLARATION OF COVENANTS AND RESTRICTIONS

6175

THE STATE OF TEXAS X
COUNTY OF BASTROP X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, MARSHALL O. WHITMIRE, JR. and wife RANDY WHITMIRE, hereinafter called the Declarants are the owners of that certain real property located in Bastrop County, Texas, described as follows:

85.417 acres out of the Thomas Garretson League in Bastrop County, Texas, as recorded in Vol. 311, Pg. 281, Bastrop County Deed Records.

WHEREAS, the Declarants will convey portions of the above described property subject to certain protective covenants and restrictions, as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that the portion of the above described property as shown on Exhibit A and numbered as Tracts 1 through 7 and fronting on the county road shall be held, sold, conveyed subject to the following easements, restrictions, and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right title, or interest in or to such portions of the above described property and their heirs, successors and assigns, and which easements, restrictions, and covenants, inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

1.1. Owner- the term owner shall mean and refer to the record owner of any part of the subject property, and the beneficial owner, if different from the record owner, and lessees, vendees, licensees, or other parties occupying any part of the subject properties by, through or under the record and/or beneficial owner. It shall include all such persons or parties, whether one or more, provided, however, mortgagees or other lienholders and their trustees not in possession or occupancy of any part of the subject property are excluded from the term owner.

1.2. Original Lot- the term "original lot" or "tract" shall mean any one of the subject properties with any different party owner as compared with adjacent portions of the subject property.

ARTICLE II. USE RESTRICTIONS

2.1. Two Acre Tracts. No owner of any lot may sell or otherwise dispose of any part thereof unless both the part disposed of and the part retained each exceed or equal two (2) acres in area. There shall be no partitioning in kind among owners that

would result in a lot of less than two acres in area. If partitioning in kind cannot set over to each owner two acres or more, partition shall be by sale of the entire commonly owned tract. No dwelling unit or other building or structure may be kept or maintained on any lot less than two acres in area.

2.2. No lot shall be used except for residential or agricultural purposes. Commercial and professional uses of said property are prohibited and such uses are hereby expressly prohibited. The construction of additional rooms which are added to any home directly or by breezeway, and an added private garage or carport must be approved by a Declarant prior to construction and upon completion of construction. Any attached structure of the home and any outbuildings shall blend in or harmonize with the color and style of the home.

2.3. Any home built or moved onto any tract of land must contain a minimum of 840 square feet of livable floor space and the plan and construction be approved by a Declarant. Any old building moved onto any tract must be rebuilt within 8 months time to be of a permanent nature and of good quality construction and be approved by a Declarant. Modular, prefabricated and mobile homes are allowed provided they are permanently annexed to the land, and treated as a permanent home. In the case of a mobile home, permanent annexation shall include that the home shall be placed on blocks or other approved foundation and the wheels removed. No mobile home may be placed upon any lot unless it has a minimum width of fourteen feet and contains at least 840 square feet of livable space and unless it has complete sanitary facilities. Each mobile home shall be completely skirted including the tongue within sixty days after set up on any lot. This skirting must compliment the color and design of the mobile home, be of commercial type, and be approved by a Declarant prior to and after installation.

2.4. No noxious or offensive activity or trade, including the commercial raising of hogs or turkeys, shall be carried on upon the tracts nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining property owners. In the application of this restriction, the criteria used shall be whether the activity complained of is offensive to a person of ordinary prudence and sensibility. Specifically required within a reasonable time period once improvements have been started by the owner (purchaser) are the following:

a. Adequate fencing to contain all livestock and domestic pets. Fences should be sturdy, neat, and attractive rather than of patchwork quality. Livestock and domestic pets are not permitted to roam off purchaser's property. If no livestock or pets are involved fences need not be built.

b. All open areas resulting from actions by the property owners must have a clean attractive appearance as determined by a Declarant.

2.5 No outside toilets shall be installed or maintained and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of health. Purchasers must comply with the Bastrop County Septic Tank Ordinance.

2.6 Any dam built to impede the water flow of any existing creek, ravine or watershed must be approved prior to construction as to location engineering, construction, and maintenance by a Declarant and the U.S. Soil Conservation Department of Bastrop County. Similarly, any pond, lake, tank or water reservoir to be constructed in any location must meet with the approval of a Declarant and the U.S. Soil Conservation Department. Property owners situated on the watershed side of any pond, lake, or tank cannot dam or obstruct the main drain patterns that lead to said pond, lake, or tank so as to impede an adequate flow of water to said pond, lake, or tank; in addition, the overflow from any pond, lake, or tank must return to the original channel of flow prior to crossing any property line. These same property owners are instructed to work directly with the U.S. Soil Conservation Department in Bastrop County with regard to any efforts to move or remove soil or construct terraces of any kind that might alter or change the water flow into said pond, lake or tank. The purchasers of any tract that has a common boundary point in the middle of a pond, lake, or tank shall have full and joint usage to the water's edge of the entire pond, lake, or tank along with all corresponding owners. If for any reason the pond, lake, or tank ceases to exist, the common boundary shall revert to the survey lines. As long as the pond, lake or tank continues to exist, it shall be kept neat and attractive, free of human and animal pollution.

2.7 Destruction or damage to trees, other than desirable pruning is prohibited without express written permission of a Declarant.

2.8 No surface mining of any kind will be allowed, and this includes the removal of clay and sandy soil. Any removing of topsoil is prohibited.

2.9 Whenever utilities (electricity, water, etc.) is to be installed, it is the owner's full responsibility to see that a Declarant is notified five (5) days in advance of the arrival of the utility crew with regard to the time and place for planning or actual construction. Any violation of this restriction will automatically make the purchaser liable for damages to the land, trees or other surface features.

2.10 All residences and other buildings must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof. All lots and improvements thereon shall be maintained and kept clean at all times. No lot may be used as a junk yard, automobile graveyard, or dumping ground for trash. No substantial accumulation of junk or trash may be kept or maintained on any lot. Any accumulation of junk or trash sufficient to constitute an eye sore or to be offensive to persons of ordinary sensibility shall be deemed a substantial accumulation for purposes hereof. No inoperable automobile,

truck, or other vehicle may be kept or maintained on any lot for more than sixty(60) days after it becomes inoperable. In the event any lot or parcel including any improvements is not maintained and kept clean in such a manner, a Declarant shall have the right, either himself or through any other persons, to enter upon said lot and to furnish the labor and/or materials thereon up to a standard which meets the approval of a Declarant in his sole discretion, and to maintain them according to such a standard. In such event, the owner of any such lot shall pay to the Declarants an amount equal to all direct and indirect costs and expenses incurred in furnishing such labor and/or materials or having the same furnished; the amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien on such lot or parcel, and shall be payable within ten (10) days after the charge is made. The Declarants shall be entitled (but not limited) to enforce their rights hereunder by following the procedure provided for the enforcement of Mechanic's and Materialman's Liens in the State of Texas. This covenant shall constitute a request by each lot or parcel owner under the conditions stated herein for a Declarant to furnish any labor and/or materials which are furnished hereunder. Any claim against the Declarants shall not constitute a defense nor offset in any action for non-payment of any amounts which may be assessed hereunder. Any such liens shall be secondary and subordinate to any prior valid first lien mortgage purchase lien or mechanics' and materialman's lien for the purchase or construction of a residence or other improvement on said lot.

ARTICLE III. GENERAL PROVISIONS

3.1 Conveyance of all lots shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, rights of way, easements, conditions, exceptions, restrictions, and covenants of whatsoever nature of record whether so expressly stated or not contained in a deed or deeds conveying said lots.

3.2 Enforcement. Either of the Declarants shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. As soon as the Declarants shall have sold ten (10) of the lots in the heretofore described property of approximately 85 acres, they shall give all property owners written notice of that fact at which time the property owners may elect among themselves a representative. This representative may, with the written consent of 75% of all property owners of the subject land, assume the same responsibility and authority and perform all functions and be subject to all duties and obligations hereinabove given the Declarants. Such written consent of the property owners must be given for each specific instance in which they want their representative to take an action for enforcement. Failure to enforce any covenant or restriction herein contained

shall in no event be deemed a waiver of the right of the Declarants or the property owners to do so thereafter. Any affirmative decision or permission granted by either Declarant will be binding on the other.

3.3 In the event no specific time period for a notice to be given is mentioned in the preceding Declaration, the time for such notice will be by certified mail five days before action is required.

3.4 In accordance with Bastrop Co. Subdivision regulations property owners shall have drive-way drain pipes installed to existing improvements prior to the time the County is scheduled to accept subdivision road maintenance. In placing drain pipes property owners shall meet the following requirements: "Placement of said driveway drain pipes shall be made only upon written permit from the County Commissioner of the precinct in which said drive-way drain is to be located. No drive-way drain pipe will be accepted unless it has a minimum drain of 15 inches or equal in diameter and a minimum length of 22 ft. All drain pipes and drain structures shall be approved in writing by the County Commissioner of the precinct in which said drain pipe is to be located prior to installation thereof."

EXECUTED by the said Declarants this the 30th day of September, 1982.

Randy Whitmire
Randy Whitmire

Marshall O. Whitmire, Jr.
Marshall O. Whitmire, Jr.

THE STATE OF TEXAS Y
 Y
COUNTY OF TRAVIS Y

BEFORE ME, the undersigned, a Notary Public in and for Travis County, Texas, on this day personally appeared Marshall Whitmire, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 30th day of September, 1982.

NOTARY SEAL

Teresa A. Arellano
Notary Public in and for Travis County, Texas

Teresa A. Arellano
Term expires - 6-29-86

THE STATE OF TEXAS Y
 Y
COUNTY OF TRAVIS Y

BEFORE ME, the undersigned, a Notary Public in and for Travis County, Texas, on this day personally appeared Randy Whitmire, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

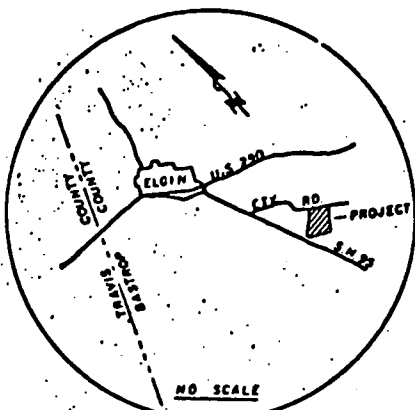
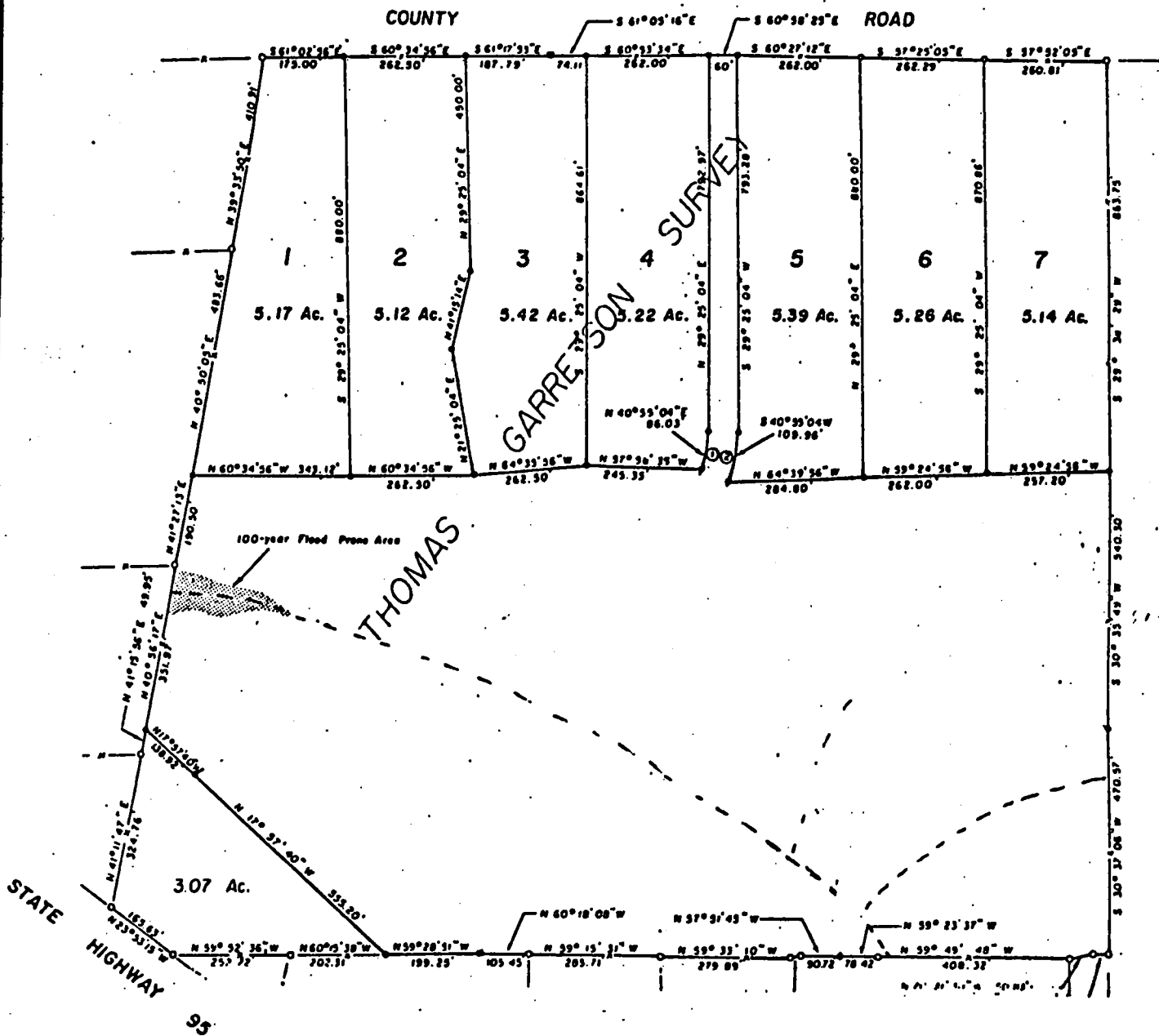
GIVEN under my hand and seal of office this 30th day of September, 1982.

NOTARY SEAL

Teresa A. Arellano
Notary Public in and for Travis County, Texas
Teresa A. Arellano
Term expires: 6-29-86

SURVEY PLAT "VISTA DEL ARROYO"

OF 82.62 ACRES IN THE THOMAS GARRETSON SURVEY IN BASTROP COUNTY, TEXAS



CURVE DATA

	①	②	③	④
A	23°	80°	80°	80°
B	179.70'	80.00'	80.00'	80.00'
C	109.94'	80.00'	80.00'	80.00'
D	110.70'	82.83'	82.83'	82.83'
E	84.18'	34.84'	34.84'	34.84'
F	80°	80°	23°	
G	80.00'	80.00'	218.70'	
H	80.00'	80.00'	80.83'	
I	82.83'	82.83'	80.81'	
J	34.84'	34.84'	43.09'	

The undersigned does hereby certify that the foregoing map represents the results of an on the ground survey made under my supervision and direction.

WITNESS MY HAND AND SEAL on the 20th day of Aug., 1988.
John B. Hudgins
John B. Hudgins, Real Estate Surveyor No. 2008

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED
date and at the time stamped hereon by me, and
RECORDED, in the Volume and Page of the named Record
of Bastrop County, Texas, as Stamped hereon by me on



FILED LOCATION MAP

Oct 1, 1988 4:15 P M

Joyce Schaefer
COUNTY CLERK
BASTROP COUNTY, TEXAS

NOTE: A 10 Foot Easement Along All Property Lines Will Be Provided To Texas Power And Light And Aqua Water.

Exhibit A



JOYCE SCHAEFER
COUNTY CLERK
BASTROP COUNTY, TEXAS