

DON A. FRIES APPRAISALS, INC.

THE STATE OF TEXAS

TO THE PUBLIC

COUNTY OF BASTROP

# *HERMITAGE SUBDIVISION RESTRICTIONS*

KNOW ALL MEN BY THESE PRESENTS:

That Don A. Fries Appraisals, Inc., the owner of the Hermitage, a subdivision in Bastrop County, Texas, as shown by the Plat Records thereof in <sup>Chart</sup> ~~Book~~ 3 page 43A, of the Plat Records of Bastrop County, Texas, does hereby impress all of the property included in said The Hermitage with the following restrictions:

## ARCHITECTURAL CONTROL COMMITTEE

(1) Declarant shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons, which committee shall serve at the pleasure of the Declarant.

(2) No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

(3) In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and Committee shall fail either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

### EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees to enter upon said Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

### USE RESTRICTIONS

(1) All lots in The Hermitage shall be known and described as residential lots and shall be used for residential purposes only.

(2) No trade or profession of any character shall be carried on any residential lot, nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood.

(3) No tent, shack, or temporary structure shall be placed, erected or permitted to remain on any residential plot, nor shall any structure of temporary character be used at any time as a residence. New Double Wide Manufactured homes are permitted. (New is defined as not have been previously occupied) No residential structure shall ever be erected or placed on any building plot with an average width of less than one hundred (100) feet from the front building set-back line on lots 5, 6, 7, 8, and 9 and seventy-five (75) feet from the front building set-back line for lots 1, 2, 3, and 4.

(4) All residential structures must face the street on which they are located.

(5) No improvements shall be erected, altered, placed or be permitted to remain on any residential plot, other than one family or two family dwelling units, and necessary out buildings.

(6) No dwelling may be established in said subdivision the ground area of which is less than twelve hundred (1,200) square feet, exclusive porches and garages.

(7) No animals except household pets shall be kept or maintained on any lot except that two horses and one cow may be kept on each lot and the lots shall be properly fenced to contain said animals.

(8) No outside toilet facilities shall be maintained on any lot and all toilet facilities shall be connected to a sewer line or a septic tank. No septic tank shall be installed without approval of the Bastrop County Health Department.

(9) No lot in said subdivision shall be re-subdivided except where as the result of further subdivision complies with Bastrop County subdivision rules and regulation in effect at the time of said subdivision.

(10) No building shall be established on any building plot unless such has been designed by a licensed architect, or until the external design and location thereof has been approved in writing by the subdivider, provided, however, that if the subdivider fails to approve or disapprove such design and location within three (3) days after such plans have been submitted for approval, or if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required.

(11) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or the other property of the owner situated within any such easement.

(12) 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.

(13) No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, stage areas, and model units.

(14) No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

(15) No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the stage and disposal of such materials shall be kept in a clean and sanitary condition.

(16) No individual sewage-disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of Bastrop County Department of Health and Sanitation. Approval of the system as installed shall be obtained from that authority.

(17) No individual water supply system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of Bastrop County Department of Health and Sanitation. Approval of the system as installed shall be obtained from that authority.

(18) No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the

immediate vicinity.

### EASEMENTS

(1) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat in Volume \_\_\_\_\_ at Page \_\_\_\_\_ of the Real Property Records of Bastrop County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

(2) If an underground electric distribution system is installed to serve all lots in the subdivision. The Owner of each Lot shall, at his own cost and expense furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of each Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character, and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

### GENERAL

(1) 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 Declarant or the Owner

of any Lot subject to this Declaration, and their 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 the Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Real Property Records of Bastrop County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

(2) If any person or persons shall violate any of the restrictions and covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said The Hermitage to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant and either to prevent him or them from so doing, or to correct such violation or to recover damages or other dues for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in no way effect any of the other provisions or part of provisions which shall remain in full force and effect.

WITNESS MY HAND this the <sup>7th</sup> ~~10th~~ <sup>13th</sup> of ~~Sept.~~ <sup>Sept.</sup> 19~~94~~<sup>94</sup>.

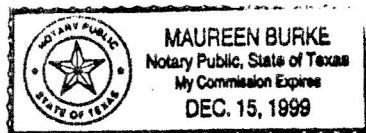
*Don A. Fries*  
*Don A. Fries*  
 DECLARANT: DON A. FRIES, V. Pres.  
 DON A. FRIES APPRAISALS, INC.

THE STATE OF TEXAS, |

COUNTY OF BASTROP |

This instrument was acknowledged before me on October 7, 1996 by Don A. Fries, Vice President of Don A. Fries Appraisals, Inc., a Texas corporation, on behalf of said corporation.

*Maureen Burke*  
Notary Public, State of Texas



FILED OCT 7 1996  
3:55 P. M

*Shirley Wilhelm*

COUNTY CLERK  
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP

I hereby certify that this instrument was FILED on the date and time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Bastrop County, Texas, as Stamped hereon by me on



OCT 16 1996

*Shirley Wilhelm*

COUNTY CLERK  
BASTROP COUNTY, TEXAS