

STATE OF TEXAS )  
 )  
COUNTY OF FAYETTE )

Land Description

BEING a 0.268 acre tract of land, being part of the David Berry Survey, Abstract 15 of Fayette County, Texas, and being Lot 26 of Monument Hill Reserve "A" as set forth in volume 1, pages 49 and 50 of the Plat Records of Fayette County, Texas and being the same tract as conveyed to Dennis R. Cooper and wife, Sondra C. Cooper as recorded in volume 1227, page 706 of the Official Records of Fayette County, Texas and being more particularly described as follows;

BEGINNING at a 1/2" iron rod found in the Southwest line of Buckeye Trail for the East corner of a Ricky Cook tract (volume 1260, page 187) and for the North corner hereof;

THENCE with the Southwest line of Buckeye Trail with a curve to the left, having a radius of 50.00 feet, a length of 55.16 feet and a chord which bears South 55 deg. 59 min. 39 sec. East 52.41 feet to a 1/2" iron rod found for the Northwest corner of a John Lehmann tract (volume 662, page 860) and for the Northeast corner hereof;

THENCE with the West line of the Lehmann tract South 02 deg. 40 min. 45 sec. West 106.56 feet to a 3/8" iron rod found in the Northwest line of a Steven Sparks tract (volume 987, page 331) for the South corner of the Lehmann tract and for an exterior corner hereof;

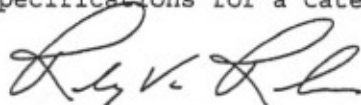
THENCE with the Northwest line of the Sparks tract South 70 deg. 05 min. 15 sec. West 35.62 feet to a 1/2" iron rod found for an interior corner of the Sparks tract and for the South corner hereof;

THENCE with the Northeast line of the Sparks tract and the Northeast line of a Travis Street Methodist Church tract (volume 729, page 160) North 41 deg. 59 min. 13 sec. West 147.52 feet to a 1/2" iron rod found for the South corner of the Cook tract and for the West corner hereof;

THENCE with the Southeast line of the Cook tract North 67 deg. 48 min. 25 sec. East 101.21 feet to the PLACE OF BEGINNING, containing 0.268 acres of land.

Reference is hereby made to a survey plat, attached hereto and made a part hereof.

I hereby certify that this land description represents the facts as found during an on the ground survey made under my direct supervision on January 25, 2005, and that it substantially conforms to the current Standards and Specifications for a Category 1A, Condition IV Survey.



Rocky Von Roesler  
Registered Professional Land Surveyor  
Number 4702





# TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 233 Buckeye Trail  
La Grange, Tex 78945

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☒ is ☐ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  
☐ \_\_\_\_\_ or ☐ never occupied the Property

## Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring	X		
Carbon Monoxide Det.		X	
Ceiling Fans	X		
Cooktop	X		
Dishwasher	X		
Disposal	X		
Emergency Escape Ladder(s)		X	
Exhaust Fans	X		
Fences	X		
Fire Detection Equip.		X	
French Drain		X	
Gas Fixtures		X	

Item	Y	N	U
Gas Lines (Nat/LP)		X	
Hot Tub		X	
Intercom System		X	
Microwave		X	
Outdoor Grill		X	
Patio/Decking	X		
Plumbing System	X		
Pool		X	
Pool Equipment		X	
Pool Maint. Accessories		X	
Pool Heater		X	
Public Sewer System	X		

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder		X	
Rain Gutters	X		
Range/Stove	X		
Roof/Attic Vents	X		
Sauna		X	
Smoke Detector	X		
Smoke Detector - Hearing Impaired		X	
Spa		X	
Trash Compactor		X	
TV Antenna		X	
Washer/Dryer Hookup	X		
Window Screens	X		

Item	Y	N	U	Additional Information
Central A/C	X			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u>1</u>
Evaporative Coolers		X		number of units: _____
Wall/Window AC Units		X		number of units: _____
Attic Fan(s)		X		if yes, describe: _____
Central Heat	X			<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat		X		if yes, describe: _____
Oven	X			number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney	X			<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport		X		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	X			<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	X			number of units: _____ number of remotes: _____
Satellite Dish & Controls	X			<input type="checkbox"/> owned <input type="checkbox"/> leased from <u>dish will stay, controls will go</u>
Security System		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	X			<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler		X		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility		X		if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 1-01-10

Initialed by: Seller: BD, AD and Buyer: \_\_\_\_\_

Page 1 of 5

Concerning the Property at \_\_\_\_\_

Water supply provided by: ☐ city ☐ well ☒ MUD ☐ co-op ☐ unknown ☐ other: \_\_\_\_\_Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: shingle Age: unknown (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

☐ yes ☐ no ☒ unknownAre you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☒ yes ☐ no If yes, describe (attach additional sheets if necessary): left hand garage door not working**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N	Item	Y	N	Item	Y	N
Basement		X	Floors		X	Sidewalks		X
Ceilings		X	Foundation / Slab(s)		X	Walls / Fences		X
Doors		X	Interior Walls		X	Windows		X
Driveways		X	Lighting Fixtures		X	Other Structural Components		X
Electrical Systems		X	Plumbing Systems		X			
Exterior Walls	X	X	Roof		X			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

WEST WALL HAS WOOD DAMAGE AT BOTTOM, ALSO ON SOUTH WALL**Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N	Condition	Y	N
Aluminum Wiring		X	Previous Foundation Repairs		X
Asbestos Components		X	Previous Roof Repairs		X
Diseased Trees: <input type="checkbox"/> oak wilt <input checked="" type="checkbox"/> <u>one dead tree</u>		X	Other Structural Repairs		X
Endangered Species/Habitat on Property		X	Radon Gas		X
Fault Lines		X	Settling		X
Hazardous or Toxic Waste		X	Soil Movement		X
Improper Drainage		X	Subsurface Structure or Pits		X
Intermittent or Weather Springs		X	Underground Storage Tanks		X
Landfill		X	Unplatted Easements		X
Lead-Based Paint or Lead-Based Pt. Hazards		X	Unrecorded Easements		X
Encroachments onto the Property		X	Urea-formaldehyde Insulation		X
Improvements encroaching on others' property		X	Water Penetration		X
Located in 100-year Floodplain		X	Wetlands on Property		X
Located in Floodway		X	Wood Rot		X
Present Flood Ins. Coverage (If yes, attach TAR-1414)		X	Active infestation of termites or other wood- destroying insects (WDI)		X
Previous Flooding into the Structures		X	Previous treatment for termites or WDI		X
Previous Flooding onto the Property		X	Previous termite or WDI damage repaired		X
Previous Fires		X	Termite or WDI damage needing repair		X
Previous Use of Premises for Manufacture of Methamphetamine		X	<u>Quarterly spraying for WDI</u>		

Concerning the Property at \_\_\_\_\_

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

ceiling fan in living room one outlet does not work AD

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?** ☐ yes ☐ no If yes, explain (attach additional sheets if necessary): ceiling fan in living room one outlet does not work

**Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

Y N

☐ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.

☒ ☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: Monument Hill Property Owners Association

Manager's name: Amy

Phone: \_\_\_\_\_

Fees or assessments are: \$ 10 per month and are: ☒ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ \_\_\_\_\_) ☒ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☐ ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: \_\_\_\_\_

☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.

☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary):

Concerning the Property at \_\_\_\_\_

Section 6. Seller ☒ has ☐ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☒ yes ☐ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
5-5-2009	GENERAL HOME INSPECTION	BLUEBONNET REAL ESTATE INSPECTION SERVICE	8

*Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.*

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- ☒ Homestead ☐ Senior Citizen ☐ Disabled  
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran  
☐ Other: \_\_\_\_\_ ☐ Unknown


Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: \_\_\_\_\_

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller  Date \_\_\_\_\_ Signature of Seller  Date \_\_\_\_\_  
Printed Name: Blake Dooley Printed Name: Amber Dooley

(TAR-1406) 1-01-10 Initialed by: Seller: BD AD and Buyer: \_\_\_\_\_ Page 4 of 5

Concerning the Property at \_\_\_\_\_

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: <u>Fayette Electric</u>	phone #: _____
Sewer: <u>Monument Hill</u>	phone #: _____
Water: <u>Monument Hill</u>	phone #: _____
Cable: <u>N/A</u>	phone #: _____
Trash: <u>Fayette N/A</u>	phone #: _____
Natural Gas: <u>N/A</u>	phone #: _____
Phone Company: <u>N/A</u>	phone #: _____
Propane: <u>N/A</u>	phone #: _____
- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	

# **MONUMENT HILL PROPERTY OWNERS ASSOCIATION (MHPOA)**

## **GENERAL RESTRICTIONS**

THESE RESTRICTIONS shall be effective until July 7, 2018, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that acting as one Group of Owners consisting of all the owners of all the lots combined together in both the Frisch Auf! Inc. subdivision of Monument Hill and the Bluff Haven Inc. subdivision of Bluff Haven, the owners of a majority of the lots in said Group of Owners may release all of the lots hereby restricted in the Monument Hill and Bluff Haven subdivisions from any one or more of said restrictions, or the owners of a majority of the lots in said Group of Owners may release any lot in the Monument Hill or Bluff Haven subdivisions from any restriction imposed hereby or created by deed from FRISCH AUF! INC. or BLUFF HAVEN, INC. on either July 7, 2018, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the office of the County Clerk of Fayette County, Texas, at any time prior to July 7, 2018, or at any time prior to ten (10) years preceding the expiration of any successive ten (10) year period thereafter.

## **ANNUAL ASSESSMENT**

1. **MAINTENANCE FUND.** Each lot in the subdivision shall be subject to maintenance charge not to exceed \$10.00 per month, or \$120.00 per year. The amount of the charge to be determined initially by the Board of Directors of MHPOA at a meeting called for that purpose; and thereafter to remain at the charge so determined, unless changed by the said Board at a meeting called to consider a change thereof. Such charge shall be subject to the following:

- A. The payment of the charge shall be secured by a Vendor's Lien upon the lots to which said charge applies and said charge may be recovered together with costs and reasonable attorney's fees by suit filed by MHPOA against the owner in the appropriate court in Fayette County, Texas.

- B. MHPOA shall use the funds collected from the lot owners as a maintenance charge, so far as the total fund may be sufficient in the judgment of the Board, toward the payment for maintenance of streets, roads, bridges, boulevards, rights of way, easements, sidewalks, paths parks, parkways, street planting, and vacant lots; for providing for fire, police, and/or watchman/guard service as the Board in its sole discretion may be necessary; for the maintenance of street lighting and utility systems, fogging and insect control, control of water pollution, collection and disposal of garbage, rubbish and refuse; and for other maintenance activities and for employing workers to carry out such activities; and for the payment of legal and other expenses incurred with the enforcement of all recorded charges, covenants, restrictions, and conditions affecting said property to which the maintenance charge applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge; and doing any other thing necessary or desirable in the opinion of the Board of MHPOA to maintain or improve the property or the subdivision, or which is considered of benefit to the owners or occupants of the development the use of the maintenance charge for any of these purposes is permissive and not mandatory, and the decision of the MHPOA Board on any such expenditure shall be conclusive, final and binding, so long as it is made in good faith.
- C. The Board of Directors of MHPOA shall from time to time review the needs of the property and subdivision, and determine if the amount of maintenance charge is adequate to meet such needs, and if it is determined that it is more or less than adequate, and adjust the charge to meet such needs; provided, however, the Board can never set such charge per lot at more than \$ 120.00 annually or \$10.00 monthly.
- D. Once the maintenance charge is fixed by the Board of MHPOA it shall continue for such time as these restrictions are in force and effect, unless rescinded by action of such Board. It is understood that on these lots upon which there is a preexisting lien, before a lien can be enforced upon such lot for the collection of delinquent charges, MHPOA shall give the lien holder sixty (60) days notice of such delinquency by certified mail addressed to such lien holder.

## **CONSTRUCTION/BUILDING ACTIVITY**

2. **ARCHITECTURAL APPROVAL.** No building or other improvements shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the ARCHITECTURAL CONTROL COMMITTEE as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and compliance with general restrictions.

3. **ARCHITECTURAL CONTROL COMMITTEE.** The ARCHITECTURAL CONTROL COMMITTEE is composed of three or more members appointed by the Board of Directors of MHPOA and serving terms of office at its discretion.

The **ARCHITECTURAL CONTROL COMMITTEE**, using the guidelines provided in the Monument Hill Property Owners Association General Restrictions, is responsible for the adherence/compliance for all structural installations. These include, but are not limited to: new construction, fence construction, painting, quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

4. The **ARCHITECTURAL CONTROL COMMITTEE'S** approval or disapproval as required by these covenants shall be in writing to the lot owner of record within thirty (30) days of receipt of written request at the office of the MHPOA in La Grange, Texas.

5. **ARCHITECTURAL STYLE.** All buildings shall be constructed of materials that shall conform to the general pleasing architectural appearance that prevails in the subdivision. No structure or building shall be erected or altered on any lot until the construction plans and specifications, along with a plot plan shall have been approved, in writing, by the ARCHITECTURAL CONTROL COMMITTEE. The standards for approval will be in compliance with these restrictions, quality of material and workmanship, the external design in relation to existing structures and the location with respect to topography of the property.

6. **FLOOR AREA.** From and after the date of the filing of these restrictions, no dwelling shall be erected on any lot having a livable floor area of less than as follows:

SECTION	SQUARE FEET
1	1500
2	1200
3	1500
4	1200
5	1200
6	1200
7	1200
8	1200
9	1500
10	1500
11	1500
Reserve A	1500
Bluff Haven	1500

Square feet is measured to exterior walls.

7. **BUILDING SET BACK.** All lots shall have a 20' front building set back line (except cul de sac lots which building lines are extensions) and a 20' rear set back line and a 20' set back line from adjoining side streets or side canals and a 10' set back line along each side of the lots adjacent to the adjoining interior lot.

8. **BUILDING TYPE.** All lots shall be used for single family residential purposes and no building shall be erected, altered or permitted to remain on any lot other than one single family residence with a covered garage and necessary out buildings on piers or columns, if necessary, wherein the livable area is on the second floor, if necessary with recreational rooms, storage, entrance, garages, car ports, etc., at grade level.

9. **BUILDING VISTAS.** No structure shall be placed on any lot which by reason of high walls or fences, excessive height, specially peaked roof design, etc., unreasonably will obscure the natural scenic views from a building located or reasonably to be located upon an abutting lot, adjacent, or across a street.

10. **BULKHEADING.** No change, break or alteration may be made in the natural water line or bulkhead line of any lot without the approval of the ARCHITECTURAL CONTROL COMMITTEE. No pier, dock or obstruction of any sort may extend into the water line or channel beyond 25' from the natural water line. The use of automobile tires or other unsightly materials for hold-off fenders is prohibited.

11. **CONSTRUCTION PERIOD.** With reasonable diligence, and in all events within twelve months from the commencement of construction, unless completion is prevented by war, strikes, or act of God, any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed. Any work continuing at a construction site for more than twelve months will require the issuing of an additional permit at a cost of 50% of the original permit cost. Such supplemental permit is valid for six months and must be renewed each six months thereafter at the original permit cost.

12. **DECKS, TERRACES, LANDINGS AND BOAT SHELTERS.** Said construction may be placed between the rear building line and the rear lot line of lots backing on the river if not obstructing vision underneath and if not exceeding the second floor in height. Said construction and location to be approved by the ARCHITECTURAL CONTROL COMMITTEE.

13. **DRIVEWAYS.** All driveways shall be of material no less permanent than the access street and shall be a minimum width of 9'.

14. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved within the street right of way and outside the building line of all lots. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

15. **ENCROACHMENTS.** Should a hedge, shrub, tree, flower, or other planting be so placed or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. Should any encroachment be

upon a right of way or easement, it shall be removed promptly upon request of MHPOA, and such encroachment is wholly at the risk of the owner.

**16. EXCAVATIONS.** No excavation, except such as is necessary for the construction of improvements and/or landscaping shall be permitted nor shall any well or hole of any kind be dug on the property without the written consent of the ARCHITECTURAL CONTROL COMMITTEE.

**17. EXCEPTIONS.** No variances or exceptions to these covenants shall be permissible except as may be approved by the BOARD OF DIRECTORS, and then only on a case by case basis. Any exception granted must be documented in writing and signed by the Board of Directors with copies to the permanent files of MHPOA, each member of the ARCHITECTURAL CONTROL COMMITTEE, and the recipient of the exception.

**18. FACING OF RESIDENCES.** All residences shall face on a street from which vehicular access is obtained.

**19. FENCES AND WALLS.** No fences or walls shall be erected, placed or altered on any lot nearer to the street than the front set back lines. Fences may be placed along the side lot line of adjoining interior lots but not to extend outside the front set back lines. All fences must be approved by the ARCHITECTURAL CONTROL COMMITTEE. No fence or wall may be higher than six feet above grade.

**20. MATERIALS STORAGE.** No building materials shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the building lines of the lots upon which the improvements are to be erected in a neat and orderly manner.

**21. PAINTING.** All buildings with wooden exteriors shall be painted with not less than two coats immediately upon erection, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE.

**22. FOUNDATIONS.** Foundation plans must meet the requirements and specifications as established by the ARCHITECTURAL CONTROL COMMITTEE.

23. **SIDEWALKS.** No sidewalks are required. Any sidewalk within the street right of way must be approved by the ARCHITECTURAL CONTROL COMMITTEE.

24. **SIGHT DISTANCES.** Landscape plantings or structures above grade shall not be placed outside building lines at street intersections as will interfere with reasonable and safe sight distances, and in any event will be removed or adjusted as recommended by the ARCHITECTURAL CONTROL COMMITTEE.

25. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet or one sign of not more than six square feet advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction and sales period. All such signs are to be within the buildable area on the lot and must be approved by the ARCHITECTURAL CONTROL COMMITTEE.

26. **SINGLE OCCUPANCY.** Only one residence shall be constructed on each lot, however, this shall not prohibit the construction of a single residence on a portion of two or more lots as shown by said plat, provided such tract is not less than the minimum frontage of adjacent tracts.

27. **SLOPE CONTROL AREAS.** Within the lot, no structure shall be placed which will change the normal drainage of run-off water and no change in the finish grade of any lot shall be made without approval of the ARCHITECTURAL CONTROL COMMITTEE. Within slope areas, no structure, planting or other material shall be placed or permitted to remain or such other activities undertaken which may damage or interfere with established or natural slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels.

28. **STORIES.** No residence shall be permitted on any lot more than two and one half stories in height.

29. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, skid mounted structure, mobile home, manufactured home, tent, shack, garage, barn, or other out buildings shall be brought upon or used on any lot at any time as a residence either

temporarily or permanently; and no such temporary structure may be brought upon or used on any lot for any other purpose, such as a tool shed, etc. during construction without prior approval of the ARCHITECTURAL CONTROL COMMITTEE.

## **GENERAL COVENANTS AND RESTRICTIONS**

**30. HOUSE PETS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that confined dogs and/or cats and/or other normal household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, or in unusual quantity, and that the immediately adjoining lot owners do not object. The MHPOA reserves to itself, if necessary, the right to decide whether a pet may be kept or not in view of the well being of an area, in which case the decision of MHPOA shall be final and binding on all parties concerned.

**31. LOT APPEARANCE.** Grass, vegetation, and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in neat and attractive appearance. If the owner of any lot fails to do so, MHPOA may have the same cut, and the owner shall be obligated to pay 150% of the cost of such work. If not paid within thirty (30) days after being rendered a bill for such work, MHPOA may recover the amount due plus reasonable attorney's fees and costs, in a suit filed in the appropriate court in Fayette County, Texas.

**32. MAINTENANCE.** All structures and lots shall be kept in good repair and properly maintained.

**33. NUISANCES.** No noxious, dangerous or offensive activity of any sort shall be permitted, nor shall anything in any home or residence or on any lot which shall be or may become an annoyance or nuisance or other owners, nor shall any loud or disturbing noises be emitted from any home or residence in such a manner as to be an annoyance or be objectionable to another owner. It is expressly forbidden to burn rubbish and trash.

**34. OFF STREET PARKING.** Both prior to, and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-street parking for his vehicle or vehicles and no vehicle shall be parked on a street for overnight periods. Additionally, no vehicle may be parked on a permanent or semi-permanent basis on grass or any other unpaved area of a yard or lot.

**35. OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be terminated upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

**36. REFUSE DISPOSAL.** No lot area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, refuse and other such waste shall not be kept except in sanitary containers and shall be disposed of summarily with dispatch upon scheduled refuse pickups. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be on public display except on pick-up days. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the development or into any waterway.

**37. RESIDENTIAL USE.** All lots shall be used only for single family residential use, including servant quarters and guest accommodations, and no ventures other than residential uses, such as commercial, apartment houses, or any business for profit shall be carried on, even though incidental to the use of the property.

**38. SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lots, other than an acceptable kitchen sink garbage disposal unit, etc., and under no condition shall any disposal be made into a waterway.

**39. UNSIGHTLY STORAGE, ETC.** No boats, trailers, house trailers, vehicles, or junk of any kind or character, or any accessories, parts or objects to be used therewith shall be kept on any lot. In no event shall boat and trailer storage be permitted upon the street. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats or unsightly vehicles shall be stored or kept

except in enclosed garages or storage facilities protected from the view of the other residents of the subdivision.

**40. VIOLATIONS.** Violations of any restriction, condition, or covenant herein shall give MHPOA the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

**41. WATER SUPPLY.** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Texas State Department of Health and approved by MHPOA.

**42. WEAPONS.** The use or discharge of pistols, rifles, shotguns, BB guns, pellet guns, or other firearms or other similarly lethal weapons is expressly prohibited on any part of the property.

## **GENERAL PROVISIONS**

THE FOREGOING restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 7, 2008, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the said Group of Owners of the lots and MHPOA have been recorded, agreeing to change said restrictions and covenants in whole or part.

### **ENFORCEMENT**

ENFORCEMENT shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain and abate violation or to recover damages.

### **SEVERABILITY**

INVALIDATION of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

# **MONUMENT HILL PROPERTY OWNERS ASSOCIATION**

Amended and restated declaration of covenants,  
conditions and restrictions for Frisch Auf! Monument Hill  
and Bluff Haven subdivisions in Fayette County, Texas

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