

DECLARATION OF COVENANTS, CONDITIONSAND RESTRICTIONS

STATE OF TEXAS

COUNTY OF LAMPASAS

THIS DECLARATION is made on the date hereinafter set forth by Ron Archambault, Trustee, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property described in Article II of this Declaration (the "Property");

WHEREAS, Declarant plans to offer the Property for sale as individual Lots; and,

WHEREAS, Declarant wishes to encumber the Property by the covenants, conditions, restrictions, and easements set forth herein ("restrictions") to insure the best and highest use and most appropriate development of the Property; to protect Lot Owners against improper use of surrounding Lots; to prevent the erection of poorly designed or proportioned structures of improper or unsuitable material; to encourage and secure the erection of attractive improvements on Lots; to secure and maintain proper set backs from the streets to provide for development of the highest quality to enhance the value of investments made by Lot Owners.

NOW, THEREFORE, Declarant hereby declares that the Property and any Lot subdivided therefrom shall be held, sold and conveyed subject to the following provisions which shall run with the Property and be binding on all parties having subdivided therefrom, their heirs, executors, administrators, successors or assigns, and the restrictions shall inure to the benefit of each Owner of Property, any part thereof or any Lot subdivided therefrom.

ARTICLE IDEFINITIONS

Section 1. "Architectural Committee", sometimes referred to as "Committee", shall mean and refer to a committee initially appointed by Declarant and subsequently elected by owners of Lots within the Property.

Section 2. "Owner" shall mean and refer to the record owner of fee simple title to the Property, any part thereof or any Lot or any portion of a Lot, whether one or more persons or entities, excluding those having such interest merely as a security for the performance of an obligation, provided a purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 3. "Property" shall mean and refer to that certain real estate described in Article II hereof which is subject to this Declaration.

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Section 4. "Lot" shall mean and refer to that portion of any of the tracts of land shown upon the plat and subdivision map recorded in Volume 4, Pages 37-39, Plat records of Lampasas County, Texas, on which there is or will be built a single-family dwelling as provided in these Restrictions. "Lot" shall also mean and refer to that portion of any of the tracts of land shown upon any resubdivision plat of any portion of the Property which is resubdivided in accordance with these Restrictions.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of the following: all of Settlers Valley Subdivision, a subdivision in Lampasas County, Texas according to the map or plat of record in Volume 4, Pages 37-39, Plat records of Lampasas County, Texas.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. There is hereby created an Architectural Committee ("Committee") initially composed of Hunter Morris, Malcolm Graham, and Ron Archambault to serve for a period of sixty (60) months ("initial term") from the date that these restrictions are filed for record. In the event a vacancy occurs on the Committee at any time the remaining Committee members shall appoint a successor for each vacancy within thirty (30) days after the vacancy occurs. In the event all three members terminate their membership during the initial term, the Declarant shall appoint new members to serve during the unexpired part of the term.

Except as provided below, a majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. On the first day of the last month of the Committee's initial term, the Committee shall notify all Owners of the time and place of a meeting to be held during the last week of the last month of the Committee's initial term for the purpose of nominating and electing members of the Committee to serve for a succeeding five-year term. At the meeting, a quorum shall consist of fifty percent (50%) of the Owners and each Owner shall be entitled to cast one vote for each Lot owned for each member of the Committee. Cumulative voting will not be permitted. The Owners shall elect three members of the Committee by majority vote of those Owners present. During the last month of each succeeding five-year term the Committee shall follow the procedure set forth above in notifying Owners of scheduled meeting to elect new members of the Committee. The members of the Committee whose terms have expired shall serve until their successors are elected.

Section 2. Approval by Committee. No building, garage, barn, shed, storage house, wall, fence, driveway, sidewalk, parking area, animal stalls or facilities, or other improvements shall be erected, placed or altered on any Lot nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications therefor and a plat showing the location thereof in relation to property lines, building lines, easements, grades.

surrounding structures (including but not limited to the effect such structure or other improvements will have upon the view of the natural terrain and scenery from surrounding structures) have been approved by a majority of the Architectural Committee. Plans, specifications and plats shall be filed with the Committee by delivery to the office of Declarant at 2117 Northland Drive, Austin, Texas 78756. All actions of the committee will be in writing and copies of its action will be retained at the office of the Declarant.

Section 3. Deviations. Except for Section 1 in Article IV below, the Committee may approve deviations from Article IV for conditions that would not, in their sole opinion, detract from the overall intent of these Restrictions. Any deviations shall meet the approval of all members of the Committee then serving and the Committee shall have the final authority as to such deviations and their findings and decisions shall be final and conclusive.

ARTICLE IV

USE AND BUILDING RESTRICTIONS

Section 1. Single-Family Residential Use. All lots on the property shall be used for single-family residential purposes only (the "Single-Family Residential Lots"). As used in this SECTION 1, the term "residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Single-Family Residential lots for garage apartments or other apartment use. No Single-Family Residential Lot shall be used or occupied for any business or commercial purposes.

Section 2. Residence Buildings and Garages for Single Family Residential Lots. Except as provided elsewhere in these Restrictions, no building or other structure shall be built, placed, constructed, reconstructed, or altered on any Single Family Residential Lot other than one detached single family structure not to exceed two stories in height. All dwellings shall be of recognized standard construction.

Section 3. Completion. No building's exterior shall remain uncompleted for more than one year after construction has commenced.

Section 4. Resubdividing. Resubdivision of a Lot or Lots shall be permitted provided that such resubdivision complies with these restrictions and all laws applicable to resubdivisions. By acceptance of Property subject to these Restrictions, each Owner consents to such resubdivision of a Lot or Lots. No Lot shall be resubdivided into Lots less than 5 acres in size, and additionally each resubdivided Lot shall have met any and all governing body ordinances which may be applicable to the said resubdivision.

Section 5. Barns, Sheds and Storage Buildings. No barn, shed or storage building can be erected, altered, or permitted to remain on any Lot without the prior written approval of the Architectural Committee. Plans, specifications, design, location and materials to be used for such a storage building shall be submitted to the Committee prior to construction.

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Section 6. Animal Stalls and Facilities. Owners who have horses or other animals as allowed in Article V, Sections 5, 6 and 7 of these Restrictions shall construct such stalls, corrals, pens, fences, kennels or other related facilities which are necessary to prevent the keeping of such animals from becoming a nuisance. Such facilities shall be kept in a neat and clean condition so as not to create a nuisance. All plans, specifications, design, location and materials to be used for such facilities shall be submitted to and approved in writing by the Architectural Committee prior to the construction. The minimum distance a horse or animal facility can be kept from the front of the property is 125 feet, and 50 feet from the side and rear property line. The Committee can require a greater or lesser set back depending on the individual circumstances.

Section 7. Single Family Residential. The living area, exclusive of open or screened porches (covered or uncovered), garages, storage rooms, stoops or open terraces shall be not less than 1000 square feet. This square footage is applicable to both Mobile Homes and Modular Prefabricated Homes.

Section 8. Building Location. Unless a greater set back requirement is contained elsewhere in these Restrictions, no building or other structure shall be placed on any Lot nearer to the street than the building line designated on the recorded plat of the Property. In the case of corner Lots, the setback line will correspond with the building line of the adjoining Lot regardless of which street the building faces. No building shall be placed nearer than 40 feet from the side and rear lot lines. The minimum distance a building of structure may be placed from the centerline of the road is 100 feet for section One and 150 feet for section Two.

Section 9. Fences, Walls and Hedges. Decorative walls forming an integral part of the design of the main structure must be approved by the Committee. No wall, hedge or other structure can be placed or permitted to remain over a drainage easement which may change the direction of flow in the drainage channels or swells in the easements. All fences and walls must have the written approval of the Architectural Committee prior to construction thereof.

Section 10. Prohibited Residential Uses. Except as permitted below, no structure, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence either temporarily or permanently, until all the lots are sold. Temporary use may be made of the Lots by Declarant for model homes, parking lots and/or sales offices which shall be permitted until December 31, 1991 or until permanent cessation of such use takes place, whichever is earlier.

Section 11. Mobile and/or Modular Prefabricated Homes. Nothing contained in these Restrictions shall prevent the construction of a Mobile Home or Modular Prefabricated Home on a Lot, provided that such home complies with the provisions of this Section and otherwise complies with all the terms and provisions contained in these Restrictions. All mobile homes and/or modular prefabricated homes shall be underpinned or skirted with material consisting of not less than twenty-five percent (25%) stone or masonry construction and have a front porch not less than five (5) feet by ten (10) feet in size. The living area, exclusive of open or screened porches (covered or uncovered) garages, storage rooms, stoops, and open terraces shall be not less than 1000 square feet. Additionally, the Committee shall have the power and authority to

impose reasonable construction requirements and architectural design requirements on the construction of Mobile and/or Modular Prefabricated Homes. Each owner is advised to consult with the Committee prior to submission of plans for the construction of a Mobile and/or Modular Prefabricated home to determine if the Committee has imposed additional requirements on the construction of Mobile or Modular Prefabricated Homes.

Section 12. Shrubs and Trees. No shrub or tree planting which obstructs the line of sight at elevations between two and six feet above any roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the intersection of the curb lines for a distance of thirty (30) feet along each curb line from such intersection, or in the case of a rounded corner, for a distance of thirty (30) feet from the intersection of the curb lines as extended. The same line of sight limitations shall apply on any Lot within ten (10) feet of the intersection of a street curb line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet from the ground.

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Section 13. Septic Systems. Each house constructed in this subdivision shall be connected to a septic system that conforms to the "construction standard for private sewage facilities," adopted by the Texas Board of Health and further shall satisfy requirements of any other pertinent governmental body or entity.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Noxious Uses. The land and improvements located on each Lot shall not be used so as to disturb the neighborhood or occupants of adjoining property or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto. Nor shall such land and improvements be used for any purposes which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other materials, or the use of high speed motor vehicles; or the use for large public gatherings.

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Section 2. Conduct of Business. No gainful occupation, trade or other nonresidential use shall be conducted on any Lot except as specifically permitted herein.

Section 3. Signs. No signs shall be displayed on any Lot except in connection with the sale of Lots by Declarant or Owners. Declarant and any other person or entity engaged in the construction or sale of residences may display such signs as may be reasonably necessary and convenient for such construction or sale, including but not limited to signs for offices, storage areas, and model units.

Section 4. Oil & Mining Operation. No drilling, development, refining, quarrying, mining or prospecting operations for any minerals or other matter shall be conducted on any Lot. Nothing in this section shall prevent the drilling of water wells.

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Section 5. Animals. Except as provided in Article V, Sections 6 and 7 below, no animals or livestock of any kind shall be raised, bred or kept on any lot, except common household pets which are not kept, bred or maintained for commercial purposes. In the event more than three (3) household pets are kept on any Lot (whether by the Owner or any other person or entity), facilities to keep such animals shall be constructed on the Lot and shall comply with Article IV, Section 7, above, and if such conditions are not complied with, the Architectural Committee shall have the right, upon written notice to Owner, to require that the animal(s) be removed from the Lot(s) within seven (7) days after such notice is delivered to the Owner.

Section 6. Horses and Cattle, Goats, Sheep and Chickens. One (1) horse per acre, one (1) cow per 2.0 acres, two (2) goats or sheep per 1 acre, and four (4) chickens per 1 acre may be kept on a Lot provided such animals are not raised, bred, kept or maintained for commercial purposes. Facilities to keep horses and cattle, goats, sheep or chickens shall be constructed on the Lot and shall comply with Article IV, Section 7, above; and if such conditions are not complied with, the Architectural Committee shall have the right, upon written notice to Owner, to require that the animal(s) be removed from the Lot(s) within seven (7) days after such notice is delivered to Owner.

Section 7. 4-H Club and/or FFA Animals. If any member of an Owner's household is under the age of 19 and is a bona-fide member of a 4-H club or the Future Farmers of America, then one animal per each such member (not in excess of three (3) members) shall be permitted for the purpose of raising such animal for competition or as a part of a club project; provided, however, that no pigs shall be permitted under this Section 7 or any other provision of these restrictions. Facilities to keep such animals shall be constructed on the Lot and shall comply with Article IV, Section 7, above; and, if such conditions are not complied with, the Architectural Committee shall have the right, upon written notice to Owner, to require that the animal(s) be removed from the Lot(s) within seven (7) days after such notice is delivered to the Owner.

Section 8. Refuse. No Lot shall be used or maintained as a dumping ground for refuse. All trash, garbage, and other waste shall be kept in sanitary containers with tight fitting lids. All incinerators or other equipment for the storage and disposal of refuse shall be kept in a clean and sanitary condition. No trash, garbage or other refuse may be buried on site.

Section 9. Driveways. All Driveways shall be constructed of "all weather" materials.

Section 10. Parking. No truck, bus, trailer or recreational vehicle shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity, and no large truck, bus, boat, trailer, recreational vehicle, or unused automobile shall be left parked on the driveway or any portion of the Lot in such a manner as to be visible from the street. No abandoned automobiles without a current inspection sticker or license plate shall be permitted to remain on any Lot or in front of any Lot. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street or driveway.

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Section 11. Firearms. No firearms or explosives shall be discharged on any portion of the property, except that firearms for protection of the Owner's family and property may be maintained on the premises, and owners in receipt of ten acres or more may hunt with shotguns.

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ARTICLE VI

EASEMENTS

Section 1. Reservation of Easements. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume 4, Pages 37-39 of the Plat Records of Lampasas County, Texas, or any amendment thereto. Right of use for ingress and egress shall be had at all times over any dedicated easement for the installation, construction, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easements which would constitute interference with the use, maintenance, operation, or installation of such entity.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The covenants, conditions, easements and restrictions herein set forth shall run with the land and bind the Declarant, its successors and assigns and all parties claiming by, through or under Declarant shall be deemed to hold, agree and covenant with the Declarant, its successors and assigns to conform to and observe said covenants, conditions, easements and restrictions as to the use of said lot and the construction of improvements thereon. Any Owner shall have the right to enforce by any proceeding, at law or in equity, all provisions hereof of any covenants, conditions, easements or restrictions now or hereafter imposed by the provisions of this Declaration. Any violators of the provisions contained herein shall pay any and all attorneys fees and court costs incurred in the enforcement of these provisions.

Section 2. Failure to Act. Failure of any Owner to obtain prior approval, or failure of the Committee, or any other Owner to take immediate action in any case or stipulation where such action is required by any of the provisions of this Declaration, is not to be construed as a waiver of the right of the Committee, or any Owner or Owners, to enforce these regulations during the duration of these provisions.

Section 3. Invalidation. Invalidation of any of the covenants, conditions, easements or restrictions set forth herein by judgement or by court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Duration and Amendment. The provisions contained in this Declaration shall be effective for a term of 30 years from the date this Declaration is recorded after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10

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ears. This Declaration may be amended during the first 30-year period by any instrument signed by not less than 90 percent of the Lot Owners; during any succeeding 10-year period, this Declaration may be amended by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Lampasas County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Section 5. Roads. All interior roads located within the boundaries of Settlers Valley subdivision will be private roads maintained by an Owners association. Lampasas County will not now, nor in the future, have any obligation to accept said roads for maintenance and/or county liability. Said association will consist of Ron Archambault, Malcolm Graham and Hunter Morris or a period of two years, after which time the owners of Subdivision property shall vote to elect a chairman and treasurer. The association shall charge membership fees to all lot owners on a quarterly basis to cover costs of road and entrance maintenance.

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EXECUTED this 11th day of December, 1986,

by Ron Archambault Trustee
Ron Archambault, Trustee

THE STATE OF TEXAS }

COUNTY OF LAMPASAS }

This instrument was acknowledged before me on the 11th day of December, 1986, by RON ARCHAMBAULT, TRUSTEE.

Susan H. Jackson
Notary Public, State of Texas



SUSAN H. JACKSON
My Commission Expires 9-11-88

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FILED FOR RECORD
3:13 PM
DEC 11 1986

Filed: 12-11-86 @ 3:13P
Rec: 12-11-86 @ 3:45P

CONNIE HARTMANN, COUNTY CLERK
By: Connie Hartmann

CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS
Connie Hartmann Deputy