



**DECLARATION OF COVENANTS,  
CONDITIONS and RESTRICTIONS**

**FOR**

**SKYLINE TERRACE I & II**

09-18-11426  
This Declaration, made this 29th day of November, 2018, by Hoover Building Supply, Inc., being the subdivider of SKYLINE TERRACE I a subdivision in Burnet County, Texas, recorded in Cabinet 1, Slide 83D, Plat Records of Burnet County, Texas, hereby declare that the following covenants, conditions, easements, restrictions and reservations shall apply to all of the tracts of said SKYLINE TERRACE I & II sold subsequent to the recording of these restrictions as hereinafter set out:

I.

The subdivision lot as evidenced by the map or plat thereof shall be used for residential purposes only, and no part thereof shall be used for business purposes, nor any other structure whatsoever other than a private residence.

II.

No residence shall be erected or placed upon Lots which does not contain at least One Thousand Two Hundred (1,200) square feet on the ground floor, exclusive of open porches and garages, with at least seventy-five (75) per cent of said outside structure constructed of masonry.

III.

No residence or building shall be constructed with flat roof design.

IV.

No building shall be located nearer than thirty (30') feet to the front lot line and no building shall be located nearer than seven (7') feet six (6") inches to any side lot line.



V.

No building, fencing, or structure shall be erected or constructed on such lot until the building plans, specifications, plot plans and external design have first been approved in writing by Dennis J. Hoover or by such nominee or nominees as he may designate in writing.

VI.

No house, or building of any kind shall be moved to any lot of the subdivision.

VII.

No motor vehicle, truck, trailer house, mobile home, motor home, camper, RV, prefabricated house, manufactured housing, tent, shack or garage shall be used as a dwelling, either on a temporary or permanent basis.

VIII

No part of any lot shall ever be used for outside storage or be used or maintained as a dumping ground for trash, debris, rubbish, garbage or ashes. Trash, garbage and all other waste shall not be permitted on any lot unless stored in sanitary containers. All containers or other equipment for storage or disposal of such trash, garbage, or other waste shall be kept in clean and sanitary condition.

IX.

The residence and the buildings must be kept in a good state of repair and must be painted to preserve the attractiveness thereof. All lots shall be kept in reasonable condition, and grass and weeds must be cut to have a reasonable appearance. No scrap wood, lumber, metal, or other similar material is to be stacked or piled on said lot.



X.

No animals, livestock, or poultry or any kind shall be raised, bred or kept on said lot, except that dogs, cats or other household pets, including horses and chickens may be kept provided they are not kept, bred or maintained for any commercial purposes.

XI.

No noxious or offensive trade or activity shall be carried on upon such lot, or residence, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot owners in the neighborhood.

XII.

If the owner of said lot or any other person shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property located in Skyline Terrace to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant.

XIII.

Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in no wise affect any of the other covenants, restrictions, and provisions herein contained.

XIV.

No signs of any kind shall be displayed to the public view on such lot except one sign of not more than five square feet advertising the property for sale or rent.

XV.

These restrictions herein can be changed by agreement bearing the signatures of 51% of the lot owners in said subdivision who have purchased lots after the date of these restrictions.



## XVI.

These covenants, conditions and restrictions are to run with the land and shall be binding for a period of ten (10) years from the date of these restrictions, and shall continue thereafter in force for an additional period of ten (10) years unless at least sixty (60) days prior to the expiration of the first ten (10) year period, the owners of at least 75% of the lots in said Skyline Terrace, sold subsequent to the recording of these restrictions, shall agree in writing and file for record in the Real Property Records of Burnet County, Texas, to discontinue said restrictions, in which event said restrictions shall terminate at the end of the first ten (10) year period.

The undersigned being the legal subdividers of all of the above described property here now, by the execution of this instrument, give consent to the restricting of said property as provided herein.

HOOVER BUILDING SUPPLY, INC.

BY: *Dennis Hoover*  
DENNIS HOOVER - Vice President

THE STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me this 30 day of November, 2018, by DENNIS HOOVER, Vice President of HOOVER BUILDING SUPPLY, INC., a Texas Corporation, on behalf of said Limited Partnership.



*Mary Ellen Fariss*  
Notary Public - State of Texas





FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Janet Parker*

Janet Parker, County Clerk

Burnet County Texas

12/14/2018 3:22:15 PM

FEE: \$38.00

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RES