

### **WATTERSON RANCH ESTATES SUBDIVISION DEED RESTRICTIONS**

1. **PROPERTY USE:** This property shall be used for single-family residential purposes only and no part of this property shall ever be used for a business or commercial purpose or for carrying on a trade or profession.
2. **RE-SUBDIVISION:** In no event shall this property ever be re-subdivided or cut into smaller lots.
3. **MANUFACTURED, MOBILE AND MODULAR HOMES:** Manufactured homes, mobile homes and modular homes shall not be permitted on this property.
4. **PERMANENT HOMES:** A permanent home and any approved outbuilding must be of all new construction. The home, whether one or two stories, shall contain a minimum of 1600 square feet of living area, exclusive of garages and porches. The front and back and sides of the house built on this property must be constructed of brick, stone or masonry. Variations from this requirement, such as a log house, may be granted where improvements equal to or greater in value of attractiveness are planned.
5. **GARAGES:** Any garage shall be constructed with "side entry" thereto so that no garage opening faces onto the road. No carport shall be constructed on this property or maintained which faces or borders on or that can be seen from the road in front of this property.
6. **SEPARATE STRUCTURES:** Any detached building, garage, carport, shed or structure or addition to the residence construction on this property must be of all new material and be of equal construction and architectural design as the residence.
7. **SETBACK REQUIREMENTS:** No building or structures of any nature shall be located on this property closer than fifty feet (50') from the front property line, nor closer than fifty feet (50') to any side or back property line.
8. **TIME FOR COMPLETION:** Any residence or other structure or building commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six (6) months from the commencement of construction. No building material of any kind shall be placed or stored upon this property until the owner is ready to commence construction.
9. **TEMPORARY STRUCTURES:** No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuildings shall be at any time used as a residence or dwelling, either temporarily or permanently.
10. **SEPTIC TANKS:** No residence shall be built upon this property unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Bastrop County Health Department.
11. **REPAIR AND UPKEEP:** The residence and other buildings must be kept in a good state of repair and must be painted or otherwise restored when necessary to preserve the attractiveness thereof.
12. **DRAINAGE STRUCTURES AND DITCHES:** Any drainage structure under a private driveway shall have a net drainage opening area of sufficient size to permit the free flow of water with backwater. Such structures, where needed, are to be installed at the expense of the Buyer. Natural drainage shall not be disturbed.
13. **STORAGE OF TRASH:** This property shall never be used for outside, unenclosed storage of any nature, nor shall this property or part thereof be used or maintained as a dumping ground for rubbish, debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such

materials shall be kept in a clean and sanitary condition and behind improvements so they are not readily visible from the road.

14. **UNUSED CARS:** Cars or other vehicles may not be stored on this property nor shall any car or vehicle that is not in running condition and regularly used be allowed to remain on this property for more than one week. Only minor repairs to motor vehicles shall be permitted on this property.
15. **LIVESTOCK AND PETS:** Dogs, cats or other household pets, not to exceed a total of four (4) in number (exclusive of unweaned offspring) may be kept on this property so long as they are not kept, bred, or maintained for any commercial purpose. Livestock, including horses or cattle, not to exceed a total of more than five (5) in number may be kept, as well as small numbers of poultry (excluding roosters), rabbits or an FFA or club project, such as a calf or lamb (but no pigs or hogs), provided that they are not kept, bred or maintained for any commercial purpose. Any pen, corral, hutch, structure or enclosure of any kind must be constructed out of all new materials and must be attractive in appearance. Such improvements must at all times be kept neat and clean in appearance, consistent with the requirements herein specified. All such improvements must be located in the rear of the residence located on this property and no closer than fifty feet (50') to any property line. No such pets or animals may be kept in a way or manner or location that creates a nuisance to other property owners such as annoying noise, flies, odors or unsightly premises.
16. **FENCES:** All fencing along the road right-of-way shall be western red cedar, redwood, chain link, painted plank, smooth wire or rail or such other similar type that will add to and enhance the appearance of the residence.
17. **SIGNS:** Except for one sign of not more than three (3) square feet advertising this property for sale, no signs of any kind shall be displayed to the public view from this property. However, signs used by a contractor or other builder to advertise the property during the course of construction, and for a reasonable sales period thereafter may be displayed on said property.
18. **NOXIOUS ACTIVITY:** No noxious or offensive activity shall be carried on or maintained on this property, nor shall anything be done thereon which may become a nuisance in the neighborhood. Any burning of brush, trees or weeds shall be in accordance with county regulations.
19. **BOATS AND TRAILERS:** No boats, boat trailers, travel trailers or other similar property shall be allowed to remain in the driveway or front yard of any location on the property which is in full view of the road.
20. **MAIL BOXES:** All mail boxes shall be of a type and design and placed in a location approved by the U.S. Postmaster and his heirs and assigns.
21. **ENFORCEMENT OF CONDITIONS AND RESTRICTIONS:** If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them, Chris and Amy McCort, their heirs and assigns, or any person owning any interest in any of the lots in this subdivision, Watterson Ranch Estates, including mortgage interest may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, conditions or restriction, either to prevent or to correct such violations. All expenses, including a reasonable attorneys fee, shall be paid in full by anyone violating these restrictions in the event the party bringing such suit prevails.

22. **INVALIDATION**: If any of the foregoing covenants, conditions and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be affected thereby and they shall remain in full force and effect.