

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONSTHE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

6454

KNOW ALL MEN BY THESE PRESENTS:

That Hy-Land North Joint Venture, a joint venture composed of Bob Clark Builders of Texas, Inc. and HIRI Development Corporation, both Texas corporations, is the sole owner of Brushy Creek North, Section Two, a subdivision comprising 101.915 acres of land in Williamson County, Texas, conveyed to Hy-Land North Joint Venture by deed recorded in Volume 639, Page 693, of the Deed Records of Williamson County, Texas, as shown by the plat of said Brushy Creek North, Section Two, recorded in Book 12, Pages 66-71, Plat Records of Williamson County, Texas, and, as owner thereof, Hy-Land North Joint Venture desires to adopt a plan for the development of Brushy Creek North, Section Two, which shall be binding on Hy-Land North Joint Venture and upon its successors in title to the land in said Brushy Creek North, Section Two.

NOW, THEREFORE, Hy-Land North Joint Venture, joined herein by Southern National Bank of Houston, a national banking association, having its principal office in Houston, Harris County, Texas, acting by and through their duly authorized officers, in consideration of the mutual benefits to each of them and to the future owners of the property in Brushy Creek North, Section Two, do hereby make the said Brushy Creek North, Section Two, subject to the following restrictive covenants; and Southern National Bank of Houston, by joining in the execution of these restrictive covenants, does hereby subordinate the deed of trust liens which it now holds on the above described property; which liens are more fully described in the Deed of Trust recorded in Volume 240, Page 241, Deed of Trust Records of Williamson County, Texas, to said restrictive covenants set out herein, to-wit:

## A.

The property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

All of the lots in Brushy Creek North, Section Two, a subdivision in Williamson County, Texas, according to the plat thereof of record in Book 12, Pages 66-71, Plat Records of Williamson County, Texas, to which plat and its record reference is here made for all purposes.

## B.

The property described in Section A. hereof is encumbered by the covenants, conditions, restrictions, reservations and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvement of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of

attractive improvements on each lot with appropriate locations; to prevent hazardous and inharmonious improvements of said lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

B-1. Land Use and Building Types. No lot shall be used except for residential purposes. No building structure or living accommodations of any type shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height. All buildings shall be of recognized standard construction, and no building shall remain uncompleted for more than one year after construction has been commenced.

B-2. Architectural Control. No building shall be erected, placed or altered on any lot until a copy of the construction plans and specifications and a plan showing the location of the structure and all driveways have been delivered to and approved by the Architectural Control Committee, hereinafter called "Committee", as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. A copy of the construction plans and specifications and a plan showing the location of the structure and all driveways, if approved, shall remain in the possession of said Committee until this subdivision has been built out in its entirety. The Committee's approval or disapproval as required in these covenants shall be in writing. The decision of the Committee shall be rendered at the earliest practicable date but in no event later than twenty (20) working days subsequent to initial receipt of plans and specifications and location plan. A copy of the plans and specifications and location plan shall be delivered to the Architectural Control Committee at the office of Hy-Land North Joint Venture at 8741 North Lamar, Austin, Texas, not less than twenty-five (25) days prior to the date construction is commenced. In the event the Committee, or its designated representative, fails to approve or disapprove within twenty (20) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

B-3. Dwelling Size. The ground floor of the main structure of single-family dwellings on all lots, excluding all open and covered porches and decks and garages or carports, shall not be less than 1,400 square feet for a one-story or split-level dwelling, and not less than 1,000 square feet for a two-story dwelling, with the combined area of the first and second floors being not less than 1,800 square feet.

B-4. Building Location. No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, and no building shall be located on any lot fronting on Great Oaks Drive nearer than forty (40) feet to the front lot line nor further than fifty (50) feet from the front lot line. No building shall be located on any lot nearer than fifteen (15) feet to the side lot line if said lot line is a street. For purposes of determining the

front and side lot lines on a corner lot, the lot shall be considered to front on the street where it has the most depth. No building shall be located on any lot nearer than ten (10) feet to any interior side lot line, and the total combined distances between the two sides of the building and the two side lot lines shall be at least twenty (20) feet. No building shall be located nearer than twenty-five (25) feet from any rear lot line on any lot. For purposes of these covenants, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-5. Fences, Walls, Hedges. No hedge, fence or wall may be erected, placed or altered on any lot nearer to any street than the building set back line on that lot unless approved by the Architectural Control Committee.

B-6. Resubdivision. No resubdivision shall be permitted that would increase the total number of lots within Brushy Creek North, Section Two.

B-7. Easements. Easements for installation and maintenance of utilities and drainage facilities and public walkways and fences are reserved as shown on the recorded plat. 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, or which may obstruct or retard the 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, except for those improvements for which a public authority or utility company is responsible.

B-8. Nuisances. No noxious or offensive activities 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, or which is opposed to the purpose of these restrictions.

B-9. Temporary Structures or Emplacements. No structure or placement of a temporary character, mobile home, motor home, recreational vehicle, boat, bus, trailer, derelict, junk or racing vehicle, or any vehicle without a current license plate, basement, or tent, shack, shed, barn, or other outbuilding that is larger than eight (8) feet by ten (10) feet in width, eight (8) feet in height, shall be erected, placed, driven, altered or permitted to remain on any lot at any time, either temporary or permanent, without the prior written consent of the Architectural Control Committee. No residential building may be moved upon any lot in this addition. The use of an outside tool or storage shed must be so designed as to preclude visible and objectionable sighting from the frontal streetside elevation.

B-10. Signs and Sales Program. No signs of any kind shall be displayed for public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent or signs used by builders during the construction and sale period. All merchandising, advertising and sales programming in Brushy Creek North, Section Two, shall be subject to approval by Hy-Land North Joint Venture and shall be in conformity with the general marketing plan for Brushy Creek North, Section Two.

B-11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind at any time shall be permitted 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 drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that any owner may keep not more than two (2) dogs, two (2) cats or two (2) other household pets, provided that they are not kept, bred or maintained for any commercial purposes.

B-13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B-14. Water Supply. No individual water supply system shall be permitted on any lot.

B-15. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

B-16. Sight Distance at Intersection. No fence, wall, hedge or shrub plantings which obstruct sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitation shall apply on any lot within ten feet from an intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-17. Garages or Carports. Each dwelling shall at all times have a garage or carport for not less than two nor more than four cars. Such garage or carport shall be constructed so that the entry thereof does not face toward the front street of the lot.

B-18. Driveway Requirements. All lots within Brushy Creek North, Section Two, shall have a driveway. The driveway shall be constructed of either reinforced concrete or asphalt. Any driveway constructed across an open ditch or culvert shall have a pipe in such ditch or culvert under the driveway and the size and type of such pipe must be approved by the Architectural Control Committee.

B-19. Utility Lines. All electrical, telephone or other utility lines or wires shall be constructed underground, except for utility company feeder lines into the subdivision.

C.

C-1. Membership. The Brushy Creek North, Section Two, Architectural Control Committee shall initially be composed of Robert E. Clark, Reynold C. Dorman, Robert A. Fritsch and C. Dwight Lamb.

So long as Hy-Land North Joint Venture owns any lot in Brushy Creek North, Section Two, Hy-Land North Joint Venture shall have the right to remove any member of the Architectural Control Committee, and to appoint a successor in the event of such removal or in the event of the death or resignation of any member of the Committee. The majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as Hy-Land North Joint Venture no longer owns any lot in Brushy Creek North, Section Two, and thereafter, the then record owners of the majority of the lots in Brushy Creek North, Section Two, shall have the power through a duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties.

C-2. Authority. Notwithstanding anything herein to the contrary, the Architectural Control Committee may, in its sole discretion, waive or permit a variance from any of the covenants, conditions or restrictions set forth herein, except for the use restrictions set forth in Section B-1 hereof.

C-3. Liability. The Architectural Control Committee shall not have any liability to any lot owner or any other person, firm or corporation, for any decision which it may make, either with respect to approval or disapproval of construction plans and specifications, or permitting or failing to permit any waiver or variance from any of the covenants, conditions and restrictions set forth herein.

D.

D-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After that time, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths (3/4) of the then owners of the lots has been filed of record in the Williamson County Deed Records, agreeing to change such covenants in whole or in part.

D-2. Enforcement. If the owner of any lot or their heirs, executors, administrators, successors, assigns or tenants shall violate any of the covenants set forth in this declaration, it shall be lawful for any person or persons owning any lot encumbered by this declaration or Hy-Land North Joint Venture to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant. If the failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the developer and other owners of lots in Brushy Creek North, Section Two, then cumulative of all other common law or statutory remedies, enforcement of any of these restrictive covenants may be by suit at law or in equity, by or on behalf of Hy-Land North Joint Venture or by or on behalf of any owner of any lot in Brushy Creek North, Section Two, against any person, firm or corporation violating or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a

restraining or mandatory nature or both, and of either a temporary or permanent nature or both, including, but not limited to, one restraining construction of any improvements commenced or about to be commenced without prior written approval by the Committee in accordance with paragraph B-2. of Article B. hereof. In the event enforcement actions are instituted and the enforcing party recovers, then, in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

D-3. Assignment. Hy-Land North Joint Venture may by appropriate instrument assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and, upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in such instrument.

D-4. Severability. Invalidation of any 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.

WITNESS ITS HAND at Austin, Texas, this 17<sup>th</sup> day of May, 1979.

HY-LAND NORTH JOINT VENTURE

By: BOB CLARK BUILDERS OF TEXAS, INC.

NO SEAL

By: [Signature]  
President

By: HRI DEVELOPMENT CORPORATION

NO SEAL

By: [Signature]  
President

The undersigned, Southern National Bank of Houston, a national banking association, acting herein by and through its duly authorized officer, hereby joins in the execution of this Declaration of Restrictions as mortgagee of that property described above.

EXECUTED this 6<sup>th</sup> day of June, 1979.

SOUTHERN NATIONAL BANK OF HOUSTON

NO SEAL

By: [Signature]  
Its Robert R. Sonnen, Assistant Vice President

THE STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, on this day personally appeared Robert E. Clark of BOB CLARK BUILDERS OF TEXAS, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation, and in the capacity of a joint venturer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of May, 1979.

Chester W. Lamb  
Notary Public, Williamson County, Texas  
CHESTER D. LAMB

My Commission expires: 10-30-80

THE STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, on this day personally appeared John Jones, Sr. Vice-President of HRI DEVELOPMENT CORPORATION, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation, and in the capacity of a joint venturer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of May, 1979.

Chester W. Lamb  
Notary Public, Williamson County, Texas

My Commission expires: 10-30-80

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert R. Sonnen, Assistant Vice President of SOUTHERN NATIONAL BANK OF HOUSTON, a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said bank, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6<sup>th</sup> day of June, 1979.

Betty Currie  
Notary Public, Harris County, Texas  
Betty Currie

My Commission expires: 10-3-80

DBA12/M

THE STATE OF TEXAS  
County of Williamson

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I, James N. Boydston, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on

the 19th day of July A.D. 1979, at 9:10 o'clock A. M., and duly recorded this

the 19th day of July A.D. 1979, at 9:55 o'clock A. M., in the

Deed Records of said County, in Vol. 763 pp. 470

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

*Juanita Langate* Deputy

JAMES N. BOYDSTON, CLERK,  
County Court, Williamson County, Texas