

ADD 479 RCOA - A2562 - 2900  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE HOMESTEAD SECTION THREE

2700  
10/2

THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §

2-00-2308

KNOWN ALL MEN BY THESE PRESENTS: That Jeff E. Geeslin, Trustee (hereinafter sometimes referred to as the "Declarant") is the sole owner of all of the lots in the Homestead Section Three, a subdivision in Travis County, Texas, according to the map or plat of said subdivision recorded in Book 78, Page 165-167 Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes, (hereinafter sometimes referred to as the "Subdivision") and as the owner thereof desires to adopt a plan for the development of the Subdivision which shall be binding upon all parties having any right, title or interest in or to the Subdivision or any part thereof and their heirs, administrators, successors and assigns.

NOW, THEREFORE, for and in consideration of the mutual benefits to the Declarant and future owners of the property in the Subdivision, the Declarant has DECLARED and by these presents does hereby DECLARE that the Subdivision and each of the lots thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Subdivision and which shall run with such real property and shall be binding upon all parties having any right, title or interest in or to the Subdivision or any part thereof and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

Purpose

The Subdivision is encumbered by the easements, 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 the 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 haphazard and inharmonious improvement of said lots; to secure and maintain the proper use of easements and free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners in purchasing lots in the subdivision.

ARTICLE TWO

Definitions

Lot. As used herein the term "lot" shall mean and refer to those portions of land shown on the plat of the Subdivision upon which there is or will be built a single family dwelling and shall include any greenbelt area or

portion of a Common Private Driveway Easement Area as hereinafter defined to which the owner of such lot has access, if any.

### ARTICLE THREE

#### Architectural Control

2-05-2009

3.1 Approval of Plans and Specifications. No building, fence, wall or other structure shall be placed or altered on any lot until a copy of the construction plans and specifications, including exterior views, exterior materials, colors and elevation, and a plan showing the location of the structure and the location of all trees having a diameter of six inches or more have been delivered to and approved by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures, topography and finished grade elevation, nor shall any private driveway be constructed within a Common Private Driveway Easement Area as hereinafter provided until a copy of the construction plans and specifications, including its proposed location and materials have been delivered to and approved by the Architectural Control Committee as to quality of materials, design and location in relation to the surrounding topography and area. Care shall be given to protect existing trees and to maintain them during construction to the extent reasonably practicable. A copy of the plans and specifications and location plan shall be delivered to the Architectural Control Committee at 150 E. Riverside, Texas 78704, not less than thirty (30) days prior to the date construction or clearing of any lot is commenced. A copy of the construction plans and specifications and a plan showing the location of the structure, if approved, shall remain in the possession of said Committee until this subdivision is built out in its entirety.

In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to unanimously approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been made.

3.2 Membership. The Architectural Control Committee shall consist of three (3) members and shall initially be composed of William George Gurasich, Steven Gurasich, and William Putney. So long as the Declarant owns any lots in the Subdivision, it shall have the right to remove any member of such Committee and to appoint a successor in the event of such removal or in the event of the death or resignation of any member thereof. The majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representatives shall be entitled to compensation for services performed pursuant to these covenants. At such time as the Declarant no longer owns any lot in the Subdivision and thereafter, the then record owners of a majority of the lots shall through a duly recorded written instrument appoint an Architectural Control Committee and shall have the power to change the membership of the Committee from time to time.

3.3 Waiver. The Architectural Control Committee shall not have the authority to waive, alter or grant a variance to any provision hereof except

as to building size, location, or design; driveway location, design or curb cuts; or unless otherwise specifically provided herein.

ARTICLE FOUR  
Use Restrictions

2-00-2310

4.1 Land Use and Building Type. All lots shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height. Barns, storage buildings, servants quarters and other outbuildings shall be permitted with the prior written consent of the Architectural Control Committee as herein provided. All buildings shall be of recognized standard construction and no building shall remain uncompleted for more than one year after construction has been commenced.

4.2 Dwelling Sizes and Materials and Ornamental Structures.

(a) The main structure of a single-family dwelling constructed on any lot shall contain not less than one thousand five hundred (1,500) square feet, excluding all open and covered porches and garage units.

(b) Separate garage buildings, servant's quarters or similar buildings must be of equal quality as to construction and design as the main residence upon such lot.

(c) Ornamental structures, fences and walls are permitted subject to the prior written approval of the Architectural Control Committee and must be of wood or masonry construction if visible from Great Divide Drive.

4.3 Building Location. No building shall be located on any lot nearer to the front lot line than forty-five (45) feet or nearer to the side and rear lot lines than fifteen (15) feet, except that any barn erected on a lot must be a minimum of forty-five (45) feet from any lot line, unless adjusted or waived by the Architectural Control Committee, and building locations must comply with all applicable building and zoning ordinances. For the purposes of these covenants, eaves, steps and open porches shall not be considered a 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.

4.4 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.

4.5 Temporary Structures or Emplacements. No structure or placement of a temporary character, mobile home, trailer, derelict, junk or racing vehicle, or any vehicle without a current license plate, basement, tent, shack, detached garage, shed, barn or other outbuilding 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 Subdivision without the consent of the Architectural Control Committee and such consent may be conditioned upon satisfactory fiscal arrangements for the same which may properly include a requirement for re-

2-03-2011

storage of the structure in such a manner that the Architectural Control Committee deems in the best interest of the Subdivision. The use and location of an outside tool or storage shed must be approved by the Architectural Control Committee and must be so designed as to preclude visible and objectionable sighting from the frontal streetside elevation. The Architectural Control Committee may require privacy fencing to be constructed in conjunction with an outside tool or storage shed. Nothing contained in these covenants shall preclude the Declarant, his successors or assigns from constructing and maintaining such facilities as may be necessary or convenient for the construction and sale of residences situated in the Subdivision, including but not limited to signs, offices, storage areas and model homes.

4.6 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 six 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 relating to the sale of new homes or lots shall be subject to approval by the Declarant and shall be in conformity with the Declarant's general marketing plan for the Subdivision.

4.7 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.

4.8 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 four (4) dogs and/or cats and four (4) horses, mules and/or donkeys, provided that they are not kept, bred or maintained for any commercial purposes.

4.9 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 containers or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.10 Water Supply and Sewage Disposal. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all applicable governmental bodies. Approval of such system as installed shall be obtained from such authorities.

4.11 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.

4.12 Trucks, Buses, Trailers and Boats. Without the prior written consent of the Architectural Control Committee, no truck, bus, trailer, boat or recreational vehicle shall be left parked in the street in front of any lot

except for construction and repair equipment used in connection with the construction or repair of a residence, and no truck, bus, boat, trailer or recreational vehicle shall be parked on a lot in such a manner as to be visible from the street. If the Architectural Control Committee grants a variance from this provision, it may require privacy fencing to shield such vehicle from view.

4.13 Resubdivision. No resubdivision of any lot in the Subdivision which is served by a Common Private Driveway shall be permitted and in no event shall any lot be resubdivided into one or more lots less than one acre in size.

4.14 Mailboxes. Without the prior written consent of the Architectural Control Committee, no exposed metal posts supporting a mailbox shall be permitted in the Subdivision and all metal mailboxes must be enclosed on all sides except for the opening.

4.15 Curb Cuts. There shall be no curb cuts permitted onto Great Divide Drive other than from lots 6, 20, 21 or 22 and the Common Private Driveways. The only access onto Great Divide Drive from all other lots shall be by way of the Common Private Driveways serving such lots.

4.16 Firearms and Fireworks. No use or discharge of firearms, fire crackers or fireworks shall be permitted in, on or about the Subdivision.

#### ARTICLE FIVE

##### Easements and Greenbelts

5.1 Reservation of Easements. Easements for the installation and maintenance of utilities and drainage facilities and for ingress and egress to certain of the lots are reserved as shown on the recorded plat of the Subdivision and as provided herein. No shrubbery, fence or other obstruction shall be placed upon or across any easement which would interfere with the use for which such easement is intended. The right of ingress and egress shall be permitted at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, facility or other materials together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation thereof.

5.2 Common Private Driveway Easement Areas. Reserved upon the plat of the Subdivision are three Common Private Driveway Easement Areas designated A, B, and C, respectively, serving certain of the lots as indicated thereon upon the terms and conditions provided herein. Such Common Private Driveway Easement Areas are more fully described on Exhibit A attached hereto and incorporated herein by reference. The areas within the Common Private Driveway Easement Areas A, B & C are reserved as greenbelt areas and shall be left in their natural state save and except for the Common Private Driveways and the private driveways to be constructed therein for access to and from the lots to be served by such easements. Within such greenbelt areas, there shall be no clearing or cutting of trees or other vegetation, with the exception of such clearing required for the construction of the driveways within such easements not to exceed fifty (50) feet in width for the Common Private Driveway and thirty (30) feet in width for a private driveway connecting a Common Private Driveway to an individual lot.

2-05-2312

2-03-23/3

A. Use of the Common Private Driveway Easement Areas. The owner of a lot having the right to use a greenbelt area adjacent to his lot as provided hereinbelow shall be responsible, at his expense, for maintaining such area free of all trash and debris and shall be responsible for mowing any grass, weeds or other vegetation with the approval of or at the direction of the Architectural Control Committee when it deems such mowing to be necessary or appropriate for the safety, welfare or appearance of the Subdivision. In the event that an owner fails or refuses to perform such mowing or maintenance, the Architectural Control Committee may employ someone to have it done and charge the cost thereof to such owner, and if not paid when due, such charge shall become a continuing lien against such owner's lot as provided in paragraph 5.3A hereof. Within a greenbelt area, no building fence or other structure shall be constructed or placed without the prior written consent of the owners a majority of the other lots served by the same Common Private Driveway Easement Area of which such greenbelt area forms a part, in addition to any approval required by the Architectural Control Committee for the Subdivision; provided, however, the Declarant retains the right, at its option and without the consent of any lot owners, to improve the area within a Common Private Driveway Easement Area near the entrance thereof, including but not limited to the right to construct gates, entry ways, signs and mailboxes. Each owner entitled to the use of a greenbelt area may use the same in accordance with the purposes for which the same are intended without encroaching upon the rights of the Declarant, its successors or assigns, including without limitation the owners of other lots in the Subdivision. This provision shall not be deemed to prevent the owners of lots entitled to use greenbelt areas from enjoying substantially exclusive rights or advantages on or in respect to such greenbelt areas. No activity shall be carried on nor shall conditions be maintained by anyone in a greenbelt area which detract from the overall appearance of the Subdivision. Notwithstanding any other provision hereof to the contrary, it is expressly stipulated that no person shall be permitted to acquire fee title to any greenbelt area by virtue of having held adverse possession of such area for the requisite limitations period, it being expressly understood that the use of such designated greenbelt areas by the various lot owners as provided herein is with the consent of the other owners of lots within the Subdivision to be used only upon the terms and conditions herein stated.

B. Construction of Private Driveways. The owner of each lot served by a Common Private Driveway shall have the right to locate and to construct one private driveway within the Common Private Driveway Easement Area for access to and from his lot to the Common Private Driveway, subject to approval of the Architectural Control Committee as provided hereinabove. Such owner shall be responsible for the maintenance of such private driveway, including but not limited to all costs related thereto.

5.3 Common Private Driveways. Within each Common Private Driveway Easement Area, there shall be constructed a Common Private Driveway, the course and location of which are shown upon the plat of the Subdivision.

2-01-231A

A. Maintenance of Common Private Driveways. The cost of maintaining and repairing the Common Private Driveways, including but not limited to the surface thereof, and all pipes and culverts related thereto shall be shared equally among the owners of all of the lots served by such Common Private Driveway; provided, however, any damage to any such Common Private Driveway, pipes or culverts caused by the actions of any individual lot owner, his family, agents, invitees or licensees shall be the sole responsibility and at the expense of such lot owner. The cost of maintenance as herein provided shall, together with such interest thereon and the costs of collection thereof, become a continuing lien on the lot of the owner that has failed to pay such assessments, which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns and shall also be a personal obligation of such owner. Each owner's share of the costs of maintenance shall bear interest at the rate of ten percent (10%) per annum from its date due. In addition to all other remedies provided by law, one or more of the other lot owners served by the same Common Private Driveway may bring an action against a lot owner who has failed to pay his share of such maintenance costs or perform any other obligation hereunder in a court of competent jurisdiction to enjoin such non-paying owner from any further use of such easement or of any Common Private Driveway until such owner's share of the maintenance costs have been paid or such obligations have been performed.

B. Use of Common Private Driveways. The owner of each lot served by a Common Private Driveway, his agents, invitees, licensees and assigns shall have the uninterrupted and nonexclusive right to use and travel over such Common Private Driveway for ingress and egress to such lot.

C. Limitation on Dedication of Common Private Driveways. The recording of any instrument dedicating or purporting to dedicate to the public all or any portion of a Common Private Driveway shall be ineffective without the prior written consent of the applicable governing body which will be responsible for the maintenance thereof after such dedication, it being expressly agreed and understood by the owners of all of the lots which are subject to this Declaration that no governmental body shall have maintenance responsibility for such Common Private Driveways without the prior written consent of such governmental body.

5.4 Governmental Assessments. Any assessments or taxes levied by any governmental body against lots in the Subdivision on the basis of street frontage shall be shared equally among all of the lots served by the same Common Private Driveway Easement Area also serving such assessed lot. The Owners of lots 6, 20, 21 and 22, having curb cuts directly onto the Great Divide Drive shall be solely responsible for the payment of any such assessments levied against their lot.

5.5 Designation of Use of Common Private Driveway Easements Area and Private Driveways. The lots served by each Common Private Driveway Easement Area and the right to use the greenbelt areas within each such easement and the right to use the Common Private Driveways are designated as hereinafter provided. In the event of a dispute as to the use

area allocated to a particular lot or lots, the Architectural Control Committee shall have the authority to adjust or designate such use areas.

(1) Common Private Driveway "A". The lots in the Subdivision served by this driveway are lots 1, 1-A, 2, 3, 4, and 5, and the rights of the lot owners to use the designated greenbelt areas within such Common Private Driveway Area "A" are as follows:

(a) Lot 1. The owner of lot 1 shall have the right to use the greenbelt area adjacent to such lot to the centerline of the roadway, bounded on the west by Great Divide Drive and on the east by a line formed by the extension of the eastern most lot line of lot 1 to the centerline of the roadway.

(b) Lot 1-A. The owner of lot 1-A shall have the right to use the greenbelt area adjacent to such lot to the centerline of the roadway, bounded on the west by an extension of the western most boundary of lot 1-A to the centerline of the roadway and bounded on the east by the centerline of a draw running from the southeast corner of lot 1-A to the centerline of the roadway.

(c) Lot 2. The owner of lot 2 shall have the right to use the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the west by the centerline of the draw described in paragraph (b) hereinabove and on the east by the western boundary line of lot 3.

(d) Lot 3. No greenbelt area has been designated for use by the owner of lot 3.

(e) Lot 4. The owner of lot 4 shall have the right to use the greenbelt area adjacent to such lot to the centerline of the roadway, bounded on the east by the western boundary of lot 3 and on the west by the centerline of the draw running from the northwest corner of lot 4 to the centerline of the roadway.

(f) Lot 5. The owner of lot 5 shall have the use of the greenbelt area adjacent to such lot bounded on the west by Great Divide Drive and on the south and east by the northern and western boundary lines of lots 6 and 4 respectively and also on the east by the centerline of the same draw described in paragraph (e) above running from the northwest corner of lot 4 to the centerline of the roadway.

(2) Common Private Driveway "B". The lots in the Subdivision served by this driveway are lots 7, 8, 9, 10, 11, 12, 13, 14, and 15, and the rights of the lot owners to use the designated greenbelt areas within such Common Private Driveway Area "B" are as follows:

(a) Lot 7. The owner of lot 7 shall have the use of the greenbelt area adjacent to such lot bounded on the west by Great Divide Drive and on the south and east by the centerline of the roadway.

(b) Lot 8. The owner of lot 8 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the north by the southern boundary of lot 7 and on the south and east by an extension of the lot line dividing lots 8 and 9 to the centerline of the roadway.

2-05-2315



(c) Lot 9. The owner of lot 9 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on each side by an extension of the two side lot lines of lot 9 to the centerline of the roadway.

(d) Lot 10. The owner of lot 10 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on each side by an extension of the two side lot lines of lot 10 to the centerline of the roadway.

(e) Lot 11. No greenbelt area has been designated for use by the owner of lot 11.

(f) Lot 12. The owner of lot 12 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the north and west by an extension of the lot line dividing lots 10 and 11 to the centerline of the roadway and bounded on the east by the front boundary line of lot 11.

(g) Lot 13. The owner of lot 13 shall have the use of the greenbelt area adjacent to such lot bounded on the north by the centerline of the roadway, on the west by an extension of the western most lot line of lot 14 to the centerline of the roadway and on the south by the northern boundary of lot 14.

(h) Lot 14. The owner of lot 14 shall have the use of the greenbelt area adjacent to such lot bounded on the east by an extension of the western most boundary line of lot 14 to the centerline of the roadway, on the north by the centerline of the roadway, on the west by a line from the centerline of the roadway to a point in the northeastern boundary of lot 15, such point being N 73°40'W 135.0' from the northeastern most corner of lot 15, and on the south by the northern boundary line of lot 15.

(i) Lot 15. The owner of lot 15 shall have the use of the greenbelt area adjacent to such lot bounded on the east by the western boundary line of the greenbelt area described in paragraph (h) above, on the north by the centerline of the roadway and on the west by Great Divide Drive.

(3) Common Private Driveway "C". The lots in the Subdivision served by this driveway are lots 16, 17, 18 and 19, and the rights of the lot owners to the use of the designated greenbelt areas within such Common Private Driveway Area "C" are as follows:

(a) Lot 16. The owner of lot 16 shall have the use of the greenbelt area adjacent to such lot bounded on the west by Great Divide Drive, on the south by the centerline of the roadway and on the east by the western most boundary of lot 17.

(b) Lot 17. No greenbelt area has been designated for use by the owner of lot 17.

(c) Lot 18. No greenbelt area has been designated for use by the owner of lot 18.

(d) Lot 19. The owner of lot 19 shall have the use of the greenbelt area adjacent to such lot bounded on the west by Great Divide Drive, on the north by the centerline of the roadway and on the east by the western most boundary of lot 18.

2-05-2319

ARTICLE SIX

General Provisions

6.1. Duration. 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 years unless an instrument signed by a majority of the then owners of the lots has been filed on record in the Travis County Deed Records, agreeing to change such covenants in whole or in part; provided, however, notwithstanding any provision hereof to the contrary, so long as a Common Private Driveway is in existence, no modification or termination of these covenants shall be effective to alter the ingress and egress rights thereto nor the maintenance obligations thereof, as provided herein.

6.2 Enforcement. The Declarant or any owners of lots in the Sub-division shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, easements and reservations now or hereafter imposed by the provisions of this Declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Declarant and other owners of lots in the Subdivision, 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 the Declarant or by or on behalf of any owner of any lot in the Subdivision 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 Architectural Control Committee in accordance with the provisions 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.

6.3 Assignment. The Declarant 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 in the instrument.

6.4 Severability. Invalidation of any portion of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

2-105-2317

EXECUTED at Austin, Texas this 1 day of June, 1979.

Jeff E. Geeslin, Trustee  
Jeff E. Geeslin, Trustee

The undersigned, acting herein by and through its duly authorized officer, joins herein for the purposes of giving its consent and approval to the foregoing Declaration of Easements, Covenants, Conditions and Restrictions, as mortgagee of that property described above.

2-05-2318

EXECUTED this 4<sup>th</sup> day of June, 1979.

(NO SEAL)

By: Jeff E. Geeslin  
Its: Trustee

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff E. Geeslin, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1<sup>st</sup> day of June, 1979.

NOTARY SEAL

Bonnie L. Hunter  
Notary Public in and for  
Travis County, Texas

My commission expires:  
October 21, 1980

THE STATE OF TEXAS §  
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared James B. Harrison, Trust Officer 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 corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4<sup>th</sup> day of June, 1979.

NOTARY SEAL

Oliver Riley  
Notary Public in and for  
Travis County, Texas

My commission expires:  
Nov 9, 1979

DBA11Q

FIELD NOTES  
FOR  
BILL GURASICH

ACCESS EASEMENT 'A'

2-08-2319

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE NANCY GIBSON SURVEY NO. 521 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO JEFF E. GEESLIN, TRUSTEE BY DEED RECORDED IN VOLUME 5748, PAGE 934 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS SAID TRACT OF LAND BEING A PORTION OF LOTS 1A, 2, 3, & 4 OF THE PROPOSED HOMESTEAD SECTION THREE, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most Westerly Northwest corner of the said Lot 1A, being in the East r.o.w. line of Great Divide Drive for the Northwest corner hereof;

THENCE along the Northwest line of the said Lot 1A, S 83° 00' E for a distance of 255.00 feet to a point;

THENCE S 07° 00' W for a distance of 50.00 feet to a point in the Northwest line of the said Lot 2;

THENCE along the Northwest line of said Lot 2, S 83° 00' E for a distance of 335.44 feet to a point;

THENCE S 56° 24' W for a distance of 31.78 feet and S 36° 08' W for a distance of 33.56 feet to a point in the Northwest line of the said Lot 3;

THENCE along the Northwest line of the said Lot 3, S 74° 10' E for a distance of 250.11 feet to a point;

THENCE S 15° 50' W for a distance of 53.68 feet to a point in the North line of the said Lot 4;

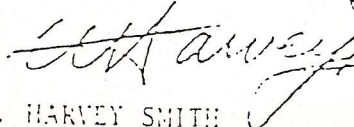
THENCE along the North line of the said Lot 4, N 74° 10' W for a distance of 269.97 feet to a point;

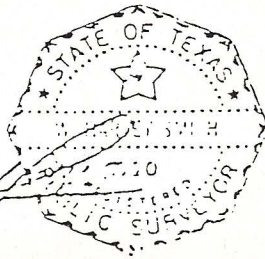
THENCE S 36° 08' W for a distance of 14.49 feet and S 19° 54' E for a distance of 41.87 feet to a point in the South line of the said Lot 4;

THENCE along the South line of the said Lot 4, N 83° 00' W for a distance of 452.46 feet to the most Westerly Southwest corner of the said Lot 4, being in the East r.o.w. line of Great Divide Drive;

THENCE along the East r.o.w. line of Great Divide Drive, along a curve to the right whose sub chords bear N 19° 30' W for a distance of 55.87 feet, N 16° 32' W for a distance of 54.53 feet, N 13° 37' W for a distance of 53.42 feet and N 10° 46' W for a distance of 52.51 feet to the PLACE OF BEGINNING.

AS PREPARED BY:

  
W. HARVEY SMITH  
REGISTERED PUBLIC SURVEYOR NO. 720  
April 20, 1979



6661 1517

FIELD NOTES  
FOR  
BILL GUFASICH

ACCOUNT TABLE 'B'

2-08-2320

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE H. OTTENS SURVEY NO. 55 IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO JEFF E. GEESLIN, TRUSTEE BY DEED RECORDED IN VOLUME 5748, PAGE 934 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS SAID TRACT BEING A PORTION OF LOTS 8, 9, 10, 11, 12, 13, & 14 OF THE PROPOSED HOMESTEAD SECTION THREE SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most Westerly Northwest corner of the said Lot 8 being in the East r.o.w. line of Great Divide Drive for the Northwest corner hereof;

THENCE along the Northwest line of the said Lot 8, N 86° 10' E for a distance of 260.00 feet to a point;

THENCE S 56° 57' E for a distance of 115.22 feet to a point in the Northwest line of the said Lot 9;

THENCE S 32° 25' E for a distance of 80.46 feet to a point in the Northwest line of the said Lot 10;

THENCE along the Northwest line of the said Lot 10, S 83° 48' E for a distance of 165.00 feet to a point;

THENCE S 61° 42' E for a distance of 153.78 feet to a point in the Northwest line of the said Lot 11;

THENCE S 33° 45' E for a distance of 85.46 feet to a point in the Northwest line of the said Lot 12;

THENCE S 08° 35' E for a distance of 128.35 feet to a point in the Southwest line of the said Lot 13;

THENCE along the Southwest line of the said Lot 13, N 76° 10' W for a distance of 368.00 feet to a point;

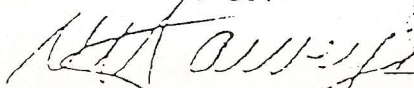
THENCE S 02° 30' E for a distance of 50.22 feet to a point in the Southwest line of the said Lot 14;

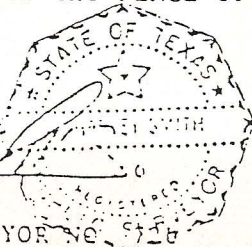
THENCE along the Southwest line of the said Lot 14, N 87° 10' W for a distance of 300.00 feet to the most Westerly Southwest corner of the said Lot 14, being in the East r.o.w. line of Great Divide Drive;

THENCE along the East r.o.w. line of Great Divide Drive, N 17° 22' W for a distance of 316.40 feet to a point of curve;

THENCE continuing along the East r.o.w. line of Great Divide Drive, along a curve to the left whose chord bears N 18° 33' W for a distance of 50.07 feet to the PLACE OF BEGINNING.

AS PREPARED BY:

  
W. HARVEY SMITH  
REGISTERED PUBLIC SURVEYOR NO. 5126  
April 20, 1979



6661 1518

FIELD NOTES  
FOR  
BILL GURASICH

ACCESS EASEMENT 'C'

2-08-2321

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE H. OTTEN SURVEY NO. 55 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO JEFF E. GEESLIN, TRUSTEE, BY DEED RECORDED IN VOLUME 5748, PAGE 934 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING A PORTION OF LOTS 17 & 18 OF THE PROPOSED SECTION THREE, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most Westerly Northwest corner of the said Lot 17, being in the East r.o.w. line of Great Divide Drive for the Northwest corner hereof;

THENCE along the Northwest line of the said Lot 17, S 88° 10' E for a distance of 406.00 feet to a point;

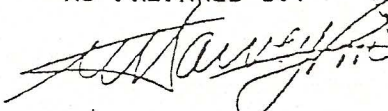
THENCE S 01° 50' W for a distance of 100.00 feet to a point in the Southwest line of the said Lot 18;

THENCE along the Southwest line of the said Lot 18, N 88° 10' W for a distance of 365.53 feet to the most Westerly Southwest corner of the said Lot 18, being in the East r.o.w. line of Great Divide Drive;

THENCE along the East r.o.w. line of Great Divide Drive, N 24° 15' W for a distance of 13.93 feet to a point of curve;

THENCE continuing along the East r.o.w. line of Great Divide Drive, along a curve to the right whose subchords bear N 22° 13' W for a distance of 41.05 feet and N 17° 34' W for a distance of 53.02 feet to the PLACE OF BEGINNING.

AS PREPARED BY:



W. HARVEY SMITH  
REGISTERED PUBLIC SURVEYOR NO. 720  
April 20, 1979

FILED

AUG 9 4 03 PM '79



STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on this date and at the time stamped herein by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Travis County, Texas, as stated herein by me, on

AUG 9 1979



*W. Harvey Smith*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

6661 1519

2-12-3760

AMENDMENT NUMBER ONE  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE HOMESTEAD SECTION THREE

THE STATE OF TEXAS 28-79 5241 \* 900  
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned is the owner of all the lots in Homestead Section Three, a subdivision in Travis County, according to the map or plat of said subdivision recorded in Book 78, Page 165, Plat Records of Travis County, Texas, hereinafter sometimes referred to as "subdivision"; and

WHEREAS, said subdivision is subject to that one certain Declaration of Easements, Covenants, Conditions and Restrictions for the Homestead Section Three, dated the 1st day of June, 1979, of record in Book 6661, Page 1506, Deed Records of Travis County, Texas, to which instrument and its record reference is here made for all purposes; and

WHEREAS, the undersigned desires to amend the aforesaid Declaration of Easements, Covenants, Conditions and Restrictions as hereinafter provided:

NOW, THEREFORE, for and in consideration of the mutual benefits to the present and future owners of lots within the subdivision, the undersigned hereby adopts, confirms and ratifies this Amendment Number One to the aforesaid Declaration of Easements, Covenants, Conditions and Restrictions for the Homestead Section Three, making the following amendments:

(1) Paragraph 4.3 is amended to read as follows:

"4.3 Building Location. No building shall be located on any lot nearer to the front lot line than forty-five (45) feet or nearer to the side and rear lot lines than fifteen (15) feet, except that any barn or other outbuilding erected on a lot must be a minimum of forty-five (45) feet from any lot line, unless adjusted or waived by the Architectural Control Committee, and building locations must comply with all applicable building and zoning ordinances. For the purposes of these covenants, eaves, steps and open porches shall not be considered 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. In the event of a question or dispute concerning which boundary of a lot is the front, side or rear lot line, the Architectural Control Committee shall have the sole right to decide such question or dispute, its decision being final."

(2) Paragraph 5.2A is amended to read as follows:

"A.  
Use of the Common Private Driveway Easement Areas.  
The owner of a lot having the right to use a greenbelt area adjacent to his lot as provided hereinbelow shall be responsible, at his expense, for maintaining such area free of all trash and debris and shall be responsible for mowing any grass, weeds or other vegetation with the approval of or at the direction of the Architectural Control Committee when it deems such mowing to be necessary or appropriate for the safety, welfare or appearance of the Subdivision. In the event that an owner fails or refuses to perform such mowing or

maintenance, the Architectural Control Committee may employ someone to have it done and charge the cost thereof to such owner, and if not paid when due, such charge shall become a continuing lien against such owner's lot as provided in paragraph 5.3A hereof. Within a greenbelt area, no building fence or other structure shall be constructed or placed without the prior written consent of the owners of a majority of the other lots served by the same Common Private Driveway Easement Area of which such greenbelt area forms a part, in addition to any approval required by the Architectural Control Committee for the Subdivision; provided, however, the Declarant retains the right, at its option and without the consent of any lot owners, to improve the area within a Common Private Driveway Easement Area near the entrance thereof, including but not limited to the right to construct gates, entry ways, signs and mailboxes. Each owner entitled to the use of a greenbelt area may use the same in accordance with the purposes for which the same are intended without encroaching upon the rights of the Declarant, its successors or assigns, including without limitation the owners of other lots in the Subdivision. This provision shall not be deemed to prevent the owners of lots entitled to use greenbelt areas from enjoying substantially exclusive rights or advantages on or in respect to such greenbelt areas. No activity shall be carried on nor shall conditions be maintained by anyone in a greenbelt area which detract from the overall appearance of the Subdivision. Notwithstanding any other provision hereof to the contrary, it is expressly stipulated that no person shall be permitted to acquire fee title to any greenbelt area by virtue of having held adverse possession of such area for the requisite limitations period, it being expressly understood that the use of such designated greenbelt areas by the various lot owners as provided herein is with the consent of the other owners of lots within the Subdivision to be used only upon the terms and conditions herein stated."

(3) Paragraph 5.5, Subsection (2) (e) through (i) are amended to read as follows:

"5.5 Designation of Use of Common Private Driveway Easement Area and Private Driveways.

"(2) Common Private Driveway "B"

"(e) Lot 11. The owner of lot 11 shall have the use of the Greenbelt area adjacent to such lot to the centerline of the roadway bounded on the north and west by an extension of the lot line dividing lots 10 and 11 to the centerline of the roadway and bounded on the south and east by the centerline of the roadway and the front boundary line of lot 12.

"(f) Lot 12. No greenbelt area has been designated for use by the owner of Lot 12.

"(g) Lot 13. No greenbelt area has been designated for use by the owner of Lot 13.

"(h) Lot 14. The owner of lot 14 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the west by an extension of the western most lot line of lot 14 to the center of the roadway and bounded on the east by the front boundary line of lots 12 and 13 and on the north by the centerline of the roadway.



2-12-3762

"(i) Lot 15. The owner of lot 15 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the west by Great Divide Drive and on the east by an extension of the western most boundary line of lot 14 to the centerline of the roadway."

(4) Paragraph 5.5 is amended by adding a new Subsection (4) to read as follows:

"(4) Use of Term 'Roadway'. Unless otherwise provided herein the term 'roadway' shall mean and refer to the Common Private Driveway providing access to the lot for which the greenbelt area description forms a part.

This Amendment Number One amends and supplements the aforesaid Declaration of Easements, Covenants, Conditions and Restrictions for Homestead Section Three and by the execution hereof, the undersigned does hereby affirm, ratify and confirm the declarations, covenants, conditions and restrictions contained therein.

EXECUTED this 28<sup>th</sup> day of September, 1979

*Jeff E. Geeslin*  
Jeff E. Geeslin, Trustee

CONSENT AND APPROVAL

The undersigned joins herein for the purpose of giving its consent and approval to the foregoing as the mortgagee of the property covered thereby. Executed this 28<sup>th</sup> day of September, 1979.

*Jim Garrison*  
Jim Garrison

ING SEAL

STATE OF TEXAS :  
COUNTY OF TRAVIS :

ORIGINAL COPY

BEFORE ME, the undersigned authority, on this day personally appeared Jeff E. Geeslin, Trustee, known to me to be the person 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28<sup>th</sup> day of September, 1979.

NOTARY SEAL

*Diana Moreno*  
Notary Public, Travis County, Texas  
DIANA MORENO  
Notary Public in and for Travis County, Texas  
My Commission Expires August 24, 1983

My Commission Expires:

STATE OF TEXAS :  
COUNTY OF TRAVIS :

2-12-3783

BEFORE ME, the undersigned authority, on this day personally appeared James B. Garrison, Jr., known to me to be the person 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28<sup>th</sup> day of September, 1979.

NOTARY SEAL

FAMeLA A. WORSHAM  
Notary Public, Travis County, Texas  
My commission expires 23 January, 1980.

Famela A. Worsham  
Notary Public, Travis County, Texas

My Commission Expires: 1/23/80

FILED

SEP 28 4 12 PM '79

Doris [Signature]  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF TRAVIS  
I hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Travis County, Texas, on September 28, 1979.



SEP 28 1979

Doris [Signature]  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

GBC4/Y

Aug 9 1999 RCOA - A2562 - 2900  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE HOMESTEAD SECTION THREE

2700  
2700

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

2-03-2308

KNOWN ALL MEN BY THESE PRESENTS: That Jeff E. Geslin, Trustee (hereinafter sometimes referred to as the "Declarant") is the sole owner of all of the lots in the Homestead Section Three, a subdivision in Travis County, Texas, according to the map or plat of said subdivision recorded in Book 78, Page 165-167 Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes, (hereinafter sometimes referred to as the "Subdivision") and as the owner thereof desires to adopt a plan for the development of the Subdivision which shall be binding upon all parties having any right, title or interest in or to the Subdivision or any part thereof and their heirs, administrators, successors and assigns.

NOW, THEREFORE, for and in consideration of the mutual benefits to the Declarant and future owners of the property in the Subdivision, the Declarant has DECLARED and by these presents does hereby DECLARE that the Subdivision and each of the lots thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Subdivision and which shall run with such real property and shall be binding upon all parties having any right, title or interest in or to the Subdivision or any part thereof and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

Purpose

The Subdivision is encumbered by the easements, 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 the 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 haphazard and inharmonious improvement of said lots; to secure and maintain the proper use of easements and free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners in purchasing lots in the subdivision.

ARTICLE TWO

Definitions

Lot. As used herein the term "lot" shall mean and refer to those portions of land shown on the plat of the Subdivision upon which there is or will be built a single family dwelling and shall include any greenbelt area or

portion of a Common Private Driveway Easement Area as hereinafter defined to which the owner of such lot has access, if any.

### ARTICLE THREE

#### Architectural Control

2-05-2009

3.1 Approval of Plans and Specifications. No building, fence, wall or other structure shall be placed or altered on any lot until a copy of the construction plans and specifications, including exterior views, exterior materials, colors and elevation, and a plan showing the location of the structure and the location of all trees having a diameter of six inches or more have been delivered to and approved by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures, topography and finished grade elevation, nor shall any private driveway be constructed within a Common Private Driveway Easement Area as hereinafter provided until a copy of the construction plans and specifications, including its proposed location and materials have been delivered to and approved by the Architectural Control Committee as to quality of materials, design and location in relation to the surrounding topography and area. Care shall be given to protect existing trees and to maintain them during construction to the extent reasonably practicable. A copy of the plans and specifications and location plan shall be delivered to the Architectural Control Committee at 150 E. Riverside, Texas 78704, not less than thirty (30) days prior to the date construction or clearing of any lot is commenced. A copy of the construction plans and specifications and a plan showing the location of the structure, if approved, shall remain in the possession of said Committee until this subdivision is built out in its entirety.

In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to unanimously approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been made.

3.2 Membership. The Architectural Control Committee shall consist of three (3) members and shall initially be composed of William George Gurasich, Steven Gurasich, and William Putney. So long as the Declarant owns any lots in the Subdivision, it shall have the right to remove any member of such Committee and to appoint a successor in the event of such removal or in the event of the death or resignation of any member thereof. The majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representatives shall be entitled to compensation for services performed pursuant to these covenants. At such time as the Declarant no longer owns any lot in the Subdivision and thereafter, the then record owners of a majority of the lots shall through a duly recorded written instrument appoint an Architectural Control Committee and shall have the power to change the membership of the Committee from time to time.

3.3 Waiver. The Architectural Control Committee shall not have the authority to waive, alter or grant a variance to any provision hereof except

as to building size, location, or design; driveway location, design or curb cuts; or unless otherwise specifically provided herein.

ARTICLE FOUR  
Use Restrictions

2-08-2310

4.1 Land Use and Building Type. All lots shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height. Barns, storage buildings, servants quarters and other outbuildings shall be permitted with the prior written consent of the Architectural Control Committee as herein provided. All buildings shall be of recognized standard construction and no building shall remain uncompleted for more than one year after construction has been commenced.

4.2 Dwelling Sizes and Materials and Ornamental Structures.

(a) The main structure of a single-family dwelling constructed on any lot shall contain not less than one thousand five hundred (1,500) square feet, excluding all open and covered porches and garage units.

(b) Separate garage buildings, servant's quarters or similar buildings must be of equal quality as to construction and design as the main residence upon such lot.

(c) Ornamental structures, fences and walls are permitted subject to the prior written approval of the Architectural Control Committee and must be of wood or masonry construction if visible from Great Divide Drive.

4.3 Building Location. No building shall be located on any lot nearer to the front lot line than forty-five (45) feet or nearer to the side and rear lot lines than fifteen (15) feet, except that any barn erected on a lot must be a minimum of forty-five (45) feet from any lot line, unless adjusted or waived by the Architectural Control Committee, and building locations must comply with all applicable building and zoning ordinances. For the purposes of these covenants, eaves, steps and open porches shall not be considered a 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.

4.4 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.

4.5 Temporary Structures or Emplacements. No structure or placement of a temporary character, mobile home, trailer, derelict, junk or racing vehicle, or any vehicle without a current license plate, basement, tent, shack, detached garage, shed, barn or other outbuilding 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 Subdivision without the consent of the Architectural Control Committee and such consent may be conditioned upon satisfactory fiscal arrangements for the same which may properly include a requirement for re-

2-03-2311

storage of the structure in such a manner that the Architectural Control Committee deems in the best interest of the Subdivision. The use and location of an outside tool or storage shed must be approved by the Architectural Control Committee and must be so designed as to preclude visible and objectionable sighting from the frontal streetside elevation. The Architectural Control Committee may require privacy fencing to be constructed in conjunction with an outside tool or storage shed. Nothing contained in these covenants shall preclude the Declarant, his successors or assigns from constructing and maintaining such facilities as may be necessary or convenient for the construction and sale of residences situated in the Subdivision, including but not limited to signs, offices, storage areas and model homes.

4.6 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 six 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 relating to the sale of new homes or lots shall be subject to approval by the Declarant and shall be in conformity with the Declarant's general marketing plan for the Subdivision.

4.7 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.

4.8 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 four (4) dogs and/or cats and four (4) horses, mules and/or donkeys, provided that they are not kept, bred or maintained for any commercial purposes.

4.9 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 containers or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.10 Water Supply and Sewage Disposal. No individual water supply or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all applicable governmental bodies. Approval of such system as installed shall be obtained from such authorities.

4.11 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.

4.12 Trucks, Buses, Trailers and Boats. Without the prior written consent of the Architectural Control Committee, no truck, bus, trailer, boat or recreational vehicle shall be left parked in the street in front of any lot

except for construction and repair equipment used in connection with the construction or repair of a residence, and no truck, bus, boat, trailer or recreational vehicle shall be parked on a lot in such a manner as to be visible from the street. If the Architectural Control Committee grants a variance from this provision, it may require privacy fencing to shield such vehicle from view.

4.13 Resubdivision. No resubdivision of any lot in the Subdivision which is served by a Common Private Driveway shall be permitted and in no event shall any lot be resubdivided into one or more lots less than one acre in size.

4.14 Mailboxes. Without the prior written consent of the Architectural Control Committee, no exposed metal posts supporting a mailbox shall be permitted in the Subdivision and all metal mailboxes must be enclosed on all sides except for the opening.

4.15 Curb Cuts. There shall be no curb cuts permitted onto Great Divide Drive other than from lots 6, 20, 21 or 22 and the Common Private Driveways. The only access onto Great Divide Drive from all other lots shall be by way of the Common Private Driveways serving such lots.

4.16 Firearms and Fireworks. No use or discharge of firearms, fire crackers or fireworks shall be permitted in, on or about the Subdivision.

#### ARTICLE FIVE

##### Easements and Greenbelts

5.1 Reservation of Easements. Easements for the installation and maintenance of utilities and drainage facilities and for ingress and egress to certain of the lots are reserved as shown on the recorded plat of the Subdivision and as provided herein. No shrubbery, fence or other obstruction shall be placed upon or across any easement which would interfere with the use for which such easement is intended. The right of ingress and egress shall be permitted at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, facility or other materials together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation thereof.

5.2 Common Private Driveway Easement Areas. Reserved upon the plat of the Subdivision are three Common Private Driveway Easement Areas designated A, B, and C, respectively, serving certain of the lots as indicated thereon upon the terms and conditions provided herein. Such Common Private Driveway Easement Areas are more fully described on Exhibit A attached hereto and incorporated herein by reference. The areas within the Common Private Driveway Easement Areas A, B & C are reserved as greenbelt areas and shall be left in their natural state save and except for the Common Private Driveways and the private driveways to be constructed therein for access to and from the lots to be served by such easements. Within such greenbelt areas, there shall be no clearing or cutting of trees or other vegetation, with the exception of such clearing required for the construction of the driveways within such easements not to exceed fifty (50) feet in width for the Common Private Driveway and thirty (30) feet in width for a private driveway connecting a Common Private Driveway to an individual lot.

2-03-2312

A. Use of the Common Private Driveway Easement Areas. The owner of a lot having the right to use a greenbelt area adjacent to his lot as provided hereinbelow shall be responsible, at his expense, for maintaining such area free of all trash and debris and shall be responsible for mowing any grass, weeds or other vegetation with the approval of or at the direction of the Architectural Control Committee when it deems such mowing to be necessary or appropriate for the safety, welfare or appearance of the Subdivision. In the event that an owner fails or refuses to perform such mowing or maintenance, the Architectural Control Committee may employ someone to have it done and charge the cost thereof to such owner, and if not paid when due, such charge shall become a continuing lien against such owner's lot as provided in paragraph 5.3A hereof. Within a greenbelt area, no building fence or other structure shall be constructed or placed without the prior written consent of the owners a majority of the other lots served by the same Common Private Driveway Easement Area of which such greenbelt area forms a part, in addition to any approval required by the Architectural Control Committee for the Subdivision; provided, however, the Declarant retains the right, at its option and without the consent of any lot owners, to improve the area within a Common Private Driveway Easement Area near the entrance thereof, including but not limited to the right to construct gates, entry ways, signs and mailboxes. Each owner entitled to the use of a greenbelt area may use the same in accordance with the purposes for which the same are intended without encroaching upon the rights of the Declarant, its successors or assigns, including without limitation the owners of other lots in the Subdivision. This provision shall not be deemed to prevent the owners of lots entitled to use greenbelt areas from enjoying substantially exclusive rights or advantages on or in respect to such greenbelt areas. No activity shall be carried on nor shall conditions be maintained by anyone in a greenbelt area which detract from the overall appearance of the Subdivision. Notwithstanding any other provision hereof to the contrary, it is expressly stipulated that no person shall be permitted to acquire fee title to any greenbelt area by virtue of having held adverse possession of such area for the requisite limitations period, it being expressly understood that the use of such designated greenbelt areas by the various lot owners as provided herein is with the consent of the other owners of lots within the Subdivision to be used only upon the terms and conditions herein stated.

B. Construction of Private Driveways. The owner of each lot served by a Common Private Driveway shall have the right to locate and to construct one private driveway within the Common Private Driveway Easement Area for access to and from his lot to the Common Private Driveway, subject to approval of the Architectural Control Committee as provided hereinabove. Such owner shall be responsible for the maintenance of such private driveway, including but not limited to all costs related thereto.

5.3 Common Private Driveways. Within each Common Private Driveway Easement Area, there shall be constructed a Common Private Driveway, the course and location of which are shown upon the plat of the Subdivision.

2-03-2313



2-01-231A

A. Maintenance of Common Private Driveways. The cost of maintaining and repairing the Common Private Driveways, including but not limited to the surface thereof, and all pipes and culverts related thereto shall be shared equally among the owners of all of the lots served by such Common Private Driveway; provided, however, any damage to any such Common Private Driveway, pipes or culverts caused by the actions of any individual lot owner, his family, agents, invitees or licensees shall be the sole responsibility and at the expense of such lot owner. The cost of maintenance as herein provided shall, together with such interest thereon and the costs of collection thereof, become a continuing lien on the lot of the owner that has failed to pay such assessments, which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns and shall also be a personal obligation of such owner. Each owner's share of the costs of maintenance shall bear interest at the rate of ten percent (10%) per annum from its date due. In addition to all other remedies provided by law, one or more of the other lot owners served by the same Common Private Driveway may bring an action against a lot owner who has failed to pay his share of such maintenance costs or perform any other obligation hereunder in a court of competent jurisdiction to enjoin such non-paying owner from any further use of such easement or of any Common Private Driveway until such owner's share of the maintenance costs have been paid or such obligations have been performed.

B. Use of Common Private Driveways. The owner of each lot served by a Common Private Driveway, his agents, invitees, licensees and assigns shall have the uninterrupted and nonexclusive right to use and travel over such Common Private Driveway for ingress and egress to such lot.

C. Limitation on Dedication of Common Private Driveways. The recording of any instrument dedicating or purporting to dedicate to the public all or any portion of a Common Private Driveway shall be ineffective without the prior written consent of the applicable governing body which will be responsible for the maintenance thereof after such dedication, it being expressly agreed and understood by the owners of all of the lots which are subject to this Declaration that no governmental body shall have maintenance responsibility for such Common Private Driveways without the prior written consent of such governmental body.

5.4 Governmental Assessments. Any assessments or taxes levied by any governmental body against lots in the Subdivision on the basis of street frontage shall be shared equally among all of the lots served by the same Common Private Driveway Easement Area also serving such assessed lot. The Owners of lots 6, 20, 21 and 22, having curb cuts directly onto the Great Divide Drive shall be solely responsible for the payment of any such assessments levied against their lot.

5.5 Designation of Use of Common Private Driveway Easements Area and Private Driveways. The lots served by each Common Private Driveway Easement Area and the right to use the greenbelt areas within each such easement and the right to use the Common Private Driveways are designated as hereinafter provided. In the event of a dispute as to the use

area allocated to a particular lot or lots, the Architectural Control Committee shall have the authority to adjust or designate such use areas.

(1) Common Private Driveway "A". The lots in the Subdivision served by this driveway are lots 1, 1-A, 2, 3, 4, and 5, and the rights of the lot owners to use the designated greenbelt areas within such Common Private Driveway Area "A" are as follows:

(a) Lot 1. The owner of lot 1 shall have the right to use the greenbelt area adjacent to such lot to the centerline of the roadway, bounded on the west by Great Divide Drive and on the east by a line formed by the extension of the eastern most lot line of lot 1 to the centerline of the roadway.

(b) Lot 1-A. The owner of lot 1-A shall have the right to use the greenbelt area adjacent to such lot to the centerline of the roadway, bounded on the west by an extension of the western most boundary of lot 1-A to the centerline of the roadway and bounded on the east by the centerline of a draw running from the southeast corner of lot 1-A to the centerline of the roadway.

(c) Lot 2. The owner of lot 2 shall have the right to use the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the west by the centerline of the draw described in paragraph (b) hereinabove and on the east by the western boundary line of lot 3.

(d) Lot 3. No greenbelt area has been designated for use by the owner of lot 3.

(e) Lot 4. The owner of lot 4 shall have the right to use the greenbelt area adjacent to such lot to the centerline of the roadway, bounded on the east by the western boundary of lot 3 and on the west by the centerline of the draw running from the northwest corner of lot 4 to the centerline of the roadway.

(f) Lot 5. The owner of lot 5 shall have the use of the greenbelt area adjacent to such lot bounded on the west by Great Divide Drive and on the south and east by the northern and western boundary lines of lots 6 and 4 respectively and also on the east by the centerline of the same draw described in paragraph (e) above running from the northwest corner of lot 4 to the centerline of the roadway.

(2) Common Private Driveway "B". The lots in the Subdivision served by this driveway are lots 7, 8, 9, 10, 11, 12, 13, 14, and 15, and the rights of the lot owners to use the designated greenbelt areas within such Common Private Driveway Area "B" are as follows:

(a) Lot 7. The owner of lot 7 shall have the use of the greenbelt area adjacent to such lot bounded on the west by Great Divide Drive and on the south and east by the centerline of the roadway.

(b) Lot 8. The owner of lot 8 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the north by the southern boundary of lot 7 and on the south and east by an extension of the lot line dividing lots 8 and 9 to the centerline of the roadway.

2-05-2315

(c) Lot 9. The owner of lot 9 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on each side by an extension of the two side lot lines of lot 9 to the centerline of the roadway.

(d) Lot 10. The owner of lot 10 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on each side by an extension of the two side lot lines of lot 10 to the centerline of the roadway.

(e) Lot 11. No greenbelt area has been designated for use by the owner of lot 11.

(f) Lot 12. The owner of lot 12 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the north and west by an extension of the lot line dividing lots 10 and 11 to the centerline of the roadway and bounded on the east by the front boundary line of lot 11.

(g) Lot 13. The owner of lot 13 shall have the use of the greenbelt area adjacent to such lot bounded on the north by the centerline of the roadway, on the west by an extension of the western most lot line of lot 14 to the centerline of the roadway and on the south by the northern boundary of lot 14.

(h) Lot 14. The owner of lot 14 shall have the use of the greenbelt area adjacent to such lot bounded on the east by an extension of the western most boundary line of lot 14 to the centerline of the roadway, on the north by the centerline of the roadway, on the west by a line from the centerline of the roadway to a point in the northeastern boundary of lot 15, such point being N 73°40'W 135.0' from the northeastern most corner of lot 15, and on the south by the northern boundary line of lot 15.

(i) Lot 15. The owner of lot 15 shall have the use of the greenbelt area adjacent to such lot bounded on the east by the western boundary line of the greenbelt area described in paragraph (h) above, on the north by the centerline of the roadway and on the west by Great Divide Drive.

(3) Common Private Driveway "C". The lots in the Subdivision served by this driveway are lots 16, 17, 18 and 19, and the rights of the lot owners to the use of the designated greenbelt areas within such Common Private Driveway Area "C" are as follows:

(a) Lot 16. The owner of lot 16 shall have the use of the greenbelt area adjacent to such lot bounded on the west by Great Divide Drive, on the south by the centerline of the roadway and on the east by the western most boundary of lot 17.

(b) Lot 17. No greenbelt area has been designated for use by the owner of lot 17.

(c) Lot 18. No greenbelt area has been designated for use by the owner of lot 18.

(d) Lot 19. The owner of lot 19 shall have the use of the greenbelt area adjacent to such lot bounded on the west by Great Divide Drive, on the north by the centerline of the roadway and on the east by the western most boundary of lot 18.

2-03-2315

ARTICLE SIX  
General Provisions

2-03-2317

6.1. Duration. 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 years unless an instrument signed by a majority of the then owners of the lots has been filed on record in the Travis County Deed Records, agreeing to change such covenants in whole or in part; provided, however, notwithstanding any provision hereof to the contrary, so long as a Common Private Driveway is in existence, no modification or termination of these covenants shall be effective to alter the ingress and egress rights thereto nor the maintenance obligations thereof, as provided herein.

6.2 Enforcement. The Declarant or any owners of lots in the Sub-division shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, easements and reservations now or hereafter imposed by the provisions of this Declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Declarant and other owners of lots in the Subdivision, 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 the Declarant or by or on behalf of any owner of any lot in the Subdivision 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 per- manet nature or both, including but not limited to, one restraining con- struction of any improvements commenced or about to be commenced, without prior written approval by the Architectural Control Committee in accordance with the provisions 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 violater.

6.3 Assignment. The Declarant may by appropriate instrument as- sign 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, ease- ments 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 in the in- strument.

6.4 Severability. Invalidation of any portion of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

EXECUTED at Austin, Texas this 1 day of June, 1979.

Jeff E. Geeslin, Trustee  
Jeff E. Geeslin, Trustee

The undersigned, acting herein by and through its duly authorized officer, joins herein for the purposes of giving its consent and approval to the foregoing Declaration of Easements, Covenants, Conditions and Restrictions, as mortgagee of that property described above.

2-05-2318

EXECUTED this 4<sup>th</sup> day of JUNE, 1979.

(NO SEAL)

By: [Signature]  
Its: Trust Officer

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff E. Geeslin, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1<sup>st</sup> day of June, 1979.

NOTARY SEAL

Bonnie L. Hunter  
Notary Public in and for  
Travis County, Texas

My commission expires:  
October 31, 1980

THE STATE OF TEXAS §  
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared James B. Harrison, Trust Officer 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 corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4<sup>th</sup> day of June, 1979.

NOTARY SEAL

Alice Riley  
Notary Public in and for  
Travis County, Texas

My commission expires:  
Nov 9, 1979

DBA11Q

FIELD NOTES  
FOR  
BILL GURASICH

ACCESS EASEMENT 'A'

2-08-2319

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE NANCY GIBSON SURVEY NO. 521 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO JEFF E. GEESLIN, TRUSTEE BY DEED RECORDED IN VOLUME 5748, PAGE 934 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS SAID TRACT OF LAND BEING A PORTION OF LOTS 1A, 2, 3, & 4 OF THE PROPOSED HOMESTEAD SECTION THREE, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most Westerly Northwest corner of the said Lot 1A, being in the East r.o.w. line of Great Divide Drive for the Northwest corner hereof;

THENCE along the Northwest line of the said Lot 1A, S 83° 00' E for a distance of 255.00 feet to a point;

THENCE S 07° 00' W for a distance of 50.00 feet to a point in the Northwest line of the said Lot 2;

THENCE along the Northwest line of said Lot 2, S 83° 00' E for a distance of 335.44 feet to a point;

THENCE S 56° 24' W for a distance of 31.78 feet and S 36° 08' W for a distance of 33.56 feet to a point in the Northwest line of the said Lot 3;

THENCE along the Northwest line of the said Lot 3, S 74° 10' E for a distance of 250.11 feet to a point;

THENCE S 15° 50' W for a distance of 53.68 feet to a point in the North line of the said Lot 4;

THENCE along the North line of the said Lot 4, N 74° 10' W for a distance of 269.97 feet to a point;

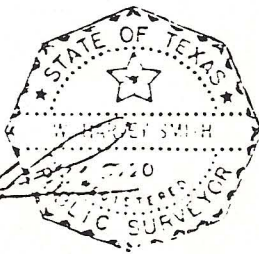
THENCE S 36° 08' W for a distance of 14.49 feet and S 19° 54' E for a distance of 41.87 feet to a point in the South line of the said Lot 4;

THENCE along the South line of the said Lot 4, N 83° 00' W for a distance of 452.46 feet to the most Westerly Southwest corner of the said Lot 4, being in the East r.o.w. line of Great Divide Drive;

THENCE along the East r.o.w. line of Great Divide Drive, along a curve to the right whose sub chords bear N 19° 30' W for a distance of 55.87 feet, N 16° 32' W for a distance of 54.53 feet N 13° 37' W for a distance of 53.42 feet and N 10° 46' W for a distance of 52.51 feet to the PLACE OF BEGINNING.

AS PREPARED BY:

*W. Harvey Smith*



W. HARVEY SMITH  
REGISTERED PUBLIC SURVEYOR NO. 720  
April 20, 1979

6661 1517

FILLED NOTES  
FOR  
BILL GUFASICH

ACCOUNTS STATEMENT '81

2-08-2320

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE H. OTTENS SURVEY NO. 55 IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO JEFF E. GEESLIN, TRUSTEE BY DEED RECORDED IN VOLUME 5748, PAGE 934 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS SAID TRACT BEING A PORTION OF LOTS 8, 9, 10, 11, 12, 13, & 14 OF THE PROPOSED HOMESTEAD SECTION THREE SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most Westerly Northwest corner of the said Lot 8 being in the East r.o.w. line of Great Divide Drive for the Northwest corner hereof;

THENCE along the Northwest line of the said Lot 8, N 86° 10' E for a distance of 260.00 feet to a point;

THENCE S 56° 57' E for a distance of 115.22 feet to a point in the Northwest line of the said Lot 9;

THENCE S 32° 25' E for a distance of 80.46 feet to a point in the Northwest line of the said Lot 10;

THENCE along the Northwest line of the said Lot 10, S 83° 48' E for a distance of 165.00 feet to a point;

THENCE S 61° 42' E for a distance of 153.78 feet to a point in the Northwest line of the said Lot 11;

THENCE S 33° 45' E for a distance of 85.46 feet to a point in the Northwest line of the said Lot 12;

THENCE S 08° 35' E for a distance of 128.35 feet to a point in the Southwest line of the said Lot 13;

THENCE along the Southwest line of the said Lot 13, N 76° 10' W for a distance of 368.00 feet to a point;

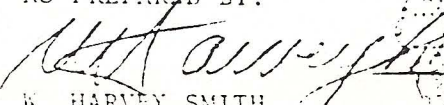
THENCE S 02° 30' E for a distance of 50.22 feet to a point in the Southwest line of the said Lot 14;

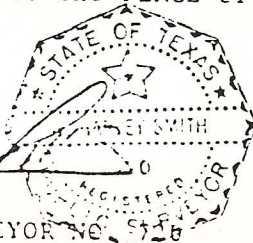
THENCE along the Southwest line of the said Lot 14, N 87° 10' W for a distance of 300.00 feet to the most Westerly Southwest corner of the said Lot 14, being in the East r.o.w. line of Great Divide Drive;

THENCE along the East r.o.w. line of Great Divide Drive, N 17° 22' W for a distance of 316.40 feet to a point of curve;

THENCE continuing along the East r.o.w. line of Great Divide Drive, along a curve to the left whose chord bears N 18° 38' W for a distance of 50.07 feet to the PLACE OF BEGINNING.

AS PREPARED BY:

  
W. HARVEY SMITH  
REGISTERED PUBLIC SURVEYOR NO. 5216  
April 20, 1979



6661 1518

FIELD NOTES  
FOR  
BILL GURASICH

ACCESS EASEMENT 'C'

2-03-2321

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE H. OTTEN SURVEY NO. 55 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO JEFF E. GEESLIN, TRUSTEE, BY DEED RECORDED IN VOLUME 5748, PAGE 934 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING A PORTION OF LOTS 17 & 18 OF THE PROPOSED SECTION THREE, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most Westerly Northwest corner of the said Lot 17, being in the East r.o.w. line of Great Divide Drive for the Northwest corner hereof;

THENCE along the Northwest line of the said Lot 17, S 88° 10' E for a distance of 406.00 feet to a point;

THENCE S 01° 50' W for a distance of 100.00 feet to a point in the Southwest line of the said Lot 18;

THENCE along the Southwest line of the said Lot 18, N 88° 10' W for a distance of 365.53 feet to the most Westerly Southwest corner of the said Lot 18, being in the East r.o.w. line of Great Divide Drive;

THENCE along the East r.o.w. line of Great Divide Drive, N 24° 15' W for a distance of 13.93 feet to a point of curve;

THENCE continuing along the East r.o.w. line of Great Divide Drive, along a curve to the right whose subchords bear N 22° 13' W for a distance of 41.05 feet and N 17° 34' W for a distance of 53.02 feet to the PLACE OF BEGINNING.

AS PREPARED BY:



W. HARVEY SMITH  
REGISTERED PUBLIC SURVEYOR NO. 720  
April 20, 1979

FILED

AUG 9 4 03 PM '79

*Clara P. ...*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS  
I hereby certify that this instrument was FILED ON (day) date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as stamped hereon by me, on

AUG 9 1979



*Clara P. ...*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

6661 1519



2-12-3760

AMENDMENT NUMBER ONE  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE HOMESTEAD SECTION THREE

THE STATE OF TEXAS 28-7925- 5241 \* 5.00  
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned is the owner of all the lots in Homestead Section Three, a subdivision in Travis County, according to the map or plat of said subdivision recorded in Book 78, Page 165, Plat Records of Travis County, Texas, hereinafter sometimes referred to as "subdivision"; and

WHEREAS, said subdivision is subject to that one certain Declaration of Easements, Covenants, Conditions and Restrictions for the Homestead Section Three, dated the 1st day of June, 1979, of record in Book 6661, Page 1506, Deed Records of Travis County, Texas, to which instrument and its record reference is here made for all purposes; and

WHEREAS, the undersigned desires to amend the aforesaid Declaration of Easements, Covenants, Conditions and Restrictions as hereinafter provided:

NOW, THEREFORE, for and in consideration of the mutual benefits to the present and future owners of lots within the subdivision, the undersigned hereby adopts, confirms and ratifies this Amendment Number One to the aforesaid Declaration of Easements, Covenants, Conditions and Restrictions for the Homestead Section Three, making the following amendments:

(1) Paragraph 4.3 is amended to read as follows:

"4.3 Building Location. No building shall be located on any lot nearer to the front lot line than forty-five (45) feet or nearer to the side and rear lot lines than fifteen (15) feet, except that any barn or other outbuilding erected on a lot must be a minimum of forty-five (45) feet from any lot line, unless adjusted or waived by the Architectural Control Committee, and building locations must comply with all applicable building and zoning ordinances. For the purposes of these covenants, eaves, steps and open porches shall not be considered 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. In the event of a question or dispute concerning which boundary of a lot is the front, side or rear lot line, the Architectural Control Committee shall have the sole right to decide such question or dispute, its decision being final."

(2) Paragraph 5.2A is amended to read as follows:

"A.

Use of the Common Private Driveway Easement Areas.

The owner of a lot having the right to use a greenbelt area adjacent to his lot as provided hereinbelow shall be responsible, at his expense, for maintaining such area free of all trash and debris and shall be responsible for mowing any grass, weeds or other vegetation with the approval of or at the direction of the Architectural Control Committee when it deems such mowing to be necessary or appropriate for the safety, welfare or appearance of the Subdivision. In the event that an owner fails or refuses to perform such mowing or

maintenance, the Architectural Control Committee may employ someone to have it done and charge the cost thereof to such owner, and if not paid when due, such charge shall become a continuing lien against such owner's lot as provided in paragraph 5.3A hereof. Within a greenbelt area, no building fence or other structure shall be constructed or placed without the prior written consent of the owners of a majority of the other lots served by the same Common Private Driveway Easement Area of which such greenbelt area forms a part, in addition to any approval required by the Architectural Control Committee for the Subdivision; provided, however, the Declarant retains the right, at its option and without the consent of any lot owners, to improve the area within a Common Private Driveway Easement Area near the entrance thereof, including but not limited to the right to construct gates, entry ways, signs and mailboxes. Each owner entitled to the use of a greenbelt area may use the same in accordance with the purposes for which the same are intended without encroaching upon the rights of the Declarant, its successors or assigns, including without limitation the owners of other lots in the Subdivision. This provision shall not be deemed to prevent the owners of lots entitled to use greenbelt areas from enjoying substantially exclusive rights or advantages on or in respect to such greenbelt areas. No activity shall be carried on nor shall conditions be maintained by anyone in a greenbelt area which detract from the overall appearance of the Subdivision. Notwithstanding any other provision hereof to the contrary, it is expressly stipulated that no person shall be permitted to acquire fee title to any greenbelt area by virtue of having held adverse possession of such area for the requisite limitations period, it being expressly understood that the use of such designated greenbelt areas by the various lot owners as provided herein is with the consent of the other owners of lots within the Subdivision to be used only upon the terms and conditions herein stated."

(3) Paragraph 5.5, Subsection (2) (e) through (i) are amended to read as follows:

"5.5 Designation of Use of Common Private Driveway Easement Area and Private Driveways.

"(2) Common Private Driveway "B"

"(e) Lot 11. The owner of lot 11 shall have the use of the Greenbelt area adjacent to such lot to the centerline of the roadway bounded on the north and west by an extension of the lot line dividing lots 10 and 11 to the centerline of the roadway and bounded on the south and east by the centerline of the roadway and the front boundary line of lot 12.

"(f) Lot 12. No greenbelt area has been designated for use by the owner of Lot 12.

"(g) Lot 13. No greenbelt area has been designated for use by the owner of Lot 13.

"(h) Lot 14. The owner of lot 14 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the west by an extension of the western most lot line of lot 14 to the center of the roadway and bounded on the east by the front boundary line of lots 12 and 13 and on the north by the centerline of the roadway.

2-12-3782

"(i) Lot 15. The owner of lot 15 shall have the use of the greenbelt area adjacent to such lot to the centerline of the roadway bounded on the west by Great Divide Drive and on the east by an extension of the western most boundary line of lot 14 to the centerline of the roadway."

(4) Paragraph 5.5 is amended by adding a new Subsection (4) to read as follows:

"(4) Use of Term 'Roadway'. Unless otherwise provided herein the term 'roadway' shall mean and refer to the Common Private Driveway providing access to the lot for which the greenbelt area description forms a part.

This Amendment Number One amends and supplements the aforesaid Declaration of Easements, Covenants, Conditions and Restrictions for Homestead Section Three and by the execution hereof, the undersigned does hereby affirm, ratify and confirm the declarations, covenants, conditions and restrictions contained therein.

EXECUTED this 28<sup>th</sup> day of September, 1979

*Jeff E. Geeslin*  
Jeff E. Geeslin, Trustee

CONSENT AND APPROVAL

The undersigned joins herein for the purpose of giving its consent and approval to the foregoing as the mortgagee of the property covered thereby. Executed this 28<sup>th</sup> day of September, 1979.

*Jim Garrison*  
Jim Garrison

NO SEAL

STATE OF TEXAS :  
COUNTY OF TRAVIS :

ORIGINAL FILE

BEFORE ME, the undersigned authority, on this day personally appeared Jeff E. Geeslin, Trustee, known to me to be the person 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28<sup>th</sup> day of September, 1979.

NOTARY SEAL

*Diana Moreno*  
Diana Moreno

Notary Public, Travis County, Texas  
DIANA MORENO  
Notary Public in and for Travis County, Texas  
My Commission Expires August 24, 1983

My Commission Expires:

STATE OF TEXAS :  
COUNTY OF TRAVIS :

2-12-3783

BEFORE ME, the undersigned authority, on this day personally appeared James B. Garrison, Jr., known to me to be the person 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28<sup>th</sup> day of September, 1979.

NOTARY SEAL

FAMELA A. WORSHAM  
Notary Public, Travis County, Texas  
My commission expires 23 January, 1980.

Pamela A. Worsham  
Notary Public, Travis County, Texas

My Commission Expires: 1/23/80

FILED

SEP 28 4 12 PM '79

Doris King  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF TRAVIS  
I hereby certify that this instrument was duly executed and that the date and of the day recorded herein by me and the day recorded, is the date and hour of its recording in the public records of Travis County, Texas, as shown by the original instrument.



SEP 28 1979

Doris King  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

GBC4/Y