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Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE HOMESTEAD SECTION IV SUBDIVISION**

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE HOMESTEAD SECTION IV SUBDIVISION (“Deed Restrictions” or “Declaration”) revises the Declaration of Covenants Conditions and Restrictions for the Homestead Section IV Subdivision, which was created and recorded on September 4, 1992 by the Homestead Corporation (“Developer”) in its capacity as owner and developer at the time of all of the property (i.e., all of the lots, tracts and parcels of land) comprising The Homestead, Section IV, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 84, Page 80C-81B, of the Plat Records of Travis County, Texas (“Section IV Subdivision”).

WHEREAS, this Declaration has remained in continuous force and effect since its recordation on September 4, 1992, and is now revised as contemplated in Article VII stated herein;

WHEREAS, this Declaration excepts and saves the following lots from the covenants, conditions, and restrictions otherwise governing those Lots (as that term is defined in Article I) in the Section IV Subdivision that are subject to the covenants, conditions and restrictions of this Declaration: Excluded Lots 4 and 6, Block A; Excluded Lots 4, 5, 6A and 7A, Block B; and Excluded Lot 7, Block C (“Excluded Lots”) (as this term is defined in Article 1);

WHEREAS, this Declaration reflects an intent to create and promote in the Section IV Subdivision, a residential community with a permanent Hike and Bridle Path (as defined in Article VI herein) for the benefit of the community that comprises the Section IV HOA;

WHEREAS, the intent of this Declaration is to provide for the preservation of the values and amenities in said community, including its rural character and natural beauty, and for the maintenance of said Hike and Bridle Path; and, to this end, has subjected said Section IV Subdivision to the covenants, conditions, restrictions, easements, assessments, fines, charges and liens, hereinafter as set forth in this Declaration or the Bylaws as contemplated in Article VII, paragraph 6, each and all of which is and are for the benefit of said Section IV Subdivision and each Lot Owner thereof;

WHEREAS, this Declaration intends that all of the Lots described above be held, sold and conveyed subject to the following easements, restrictions, covenants, and other conditions set forth herein, which are for the purpose of protecting the value and desirability of the residential community, and which shall run with the real property and are binding on all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Lot Owner thereof;

WHEREAS, this Declaration has at all times recognized the existence of a Homestead Section IV Homeowners Association, Inc. (“Section IV HOA”) to enforce and amend the easements, restrictions, covenants and conditions contained herein since its original recordation on September 4, 1992;

WHEREAS, Section IV HOA desires to reaffirm the principles and protections, which have always been enshrined in the Declaration, while revising the same to simplify said restrictions, covenants, and conditions contained herein;

NOW THEREFORE, the revisions to this Declaration shall take effect on the date of its recordation and will appear as follows:

ARTICLE I – DEFINITIONS

1. **“Section IV HOA”** shall mean and refer to Homestead Section IV Homeowners Association, Inc., a Texas non-profit corporation, or its successors and assigns and shall consist of all Lot Owners of Lots as defined herein, excepting Excluded Lots.
2. **“Board of Directors”** shall mean and refer to the Board as established in Article V of the Bylaws of the Homestead Section IV Homeowners Association, Inc.
3. **“Lot Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.
4. **“Section IV Subdivision”** shall mean and refer to all of the lots, tracts and parcels of land, which comprise The Homestead, Section IV, including all of the designated lots therein, a subdivision located in Travis County, Texas, according to the map or plat of record in Volume 84, Page 80C-81B, of the Plat Records of Travis County, Texas.
5. **“Lot”** shall mean and refer to all of those lots shown upon the recorded subdivision map of the Section IV Subdivision, including all improvements and easements thereon, that are subject to the covenants, conditions and restrictions of this Declaration.
6. **“Excluded Lots”** shall mean Lot 4 and Lot 6, Block A; Lots 4, 5, 6A and 7A, Block B; and Lot 7, Block C, which are not subject to the covenants, conditions and restrictions of this Declaration.
7. **“City Code”** shall refer to all ordinances and codes, including without being limited to the Uniform Development Code, adopted by the City of Bee Cave, Texas that are applicable to real property, including the Section IV Subdivision described herein, located within Bee Cave City Limits.

ARTICLE II – INSURANCE

Lot Owners shall be responsible, at their own expense and cost, for fire and extended coverage insurance on the following: (i) their Lot and any improvements thereon, (ii) the contents of their own residence; and (iii) any of their personal property which may be stored elsewhere on their Lot or the Section IV Subdivision.

ARTICLE III – RESTRICTIONS ON LOTS

The following restrictions are imposed as a common scheme upon each Lot for the benefit of every other Lot and may be enforced by any Lot Owner and/or the Section IV HOA:

1. **Resubdivision.** No Lot shall be divided or resubdivided or cut into smaller parcels or tracts unless such resubdivision is expressly approved in writing by majority vote of the Lot Owners in the Section IV HOA, which vote shall be facilitated by the Board of Directors as part of its fiduciary duties. A subdivision request or proposal may not under any circumstance be submitted or approved under the variance process articulated in Article IV. Notwithstanding anything to the contrary herein, under no circumstances shall any resubdivision be approved unless (i) all Lots resulting from such resubdivision are at least one (1) acre in size and have adequate access, and (ii) adequate utility easements necessary to support the subdivided Lots are established, as required by City Code.
2. **Residential Use.** Each Lot shall be used for single-family residential purposes only and no part of any Lot shall be used for any business or commercial purpose or for carrying on a trade or profession, provided however, that a home office incidental to a Lot Owner's business may be maintained within the Lot Owner's residence or qualifying accessory building as defined by City Code.
3. **Single Family Dwellings.** No more than one single-family dwelling shall be erected on a Lot.
4. **Size and Construction of Residences.** Each permanent residence constructed on a Lot shall have a living area of no less than two thousand (2000) square feet of cooled and heated space exclusive of garages, carports and porches. Separate accessory buildings as defined by City Code are permitted.
5. **Tree Removal.** All trees which are four inches (4") or larger in diameter shall not be cut down without the prior written consent of the Board of Directors. Trees of any size or species shall not be removed indiscriminately without cause.
6. **Diseased Trees and Plants.** All Lot Owners agree and are expected, under terms, covenants and conditions of this Declaration, to ensure the health of the trees and plant life on their respective Lots against communicable diseases such as, without being limited to, oak wilt and webworms, so as to protect the neighboring Lots and preserve the property values of all Lots in the Property. In the event that a Lot Owner discovers or is otherwise advised that there are trees and/or plant life suffering from such communicable diseases that could affect their neighbors and/or the Property itself, said Lot Owner must advise the Board of Directors so that it may advise all Lot Owners of the issue and assist the Lot Owner with devising a plan to remediate the issue.
7. **Outside Toilets.** No outside toilets shall be permitted on any Lot, with the exception of portable toilets during construction or for periods of less than 48 hours for special events or other approved activities.

8. **Animals.** Horses are limited to one horse for each full acre owned. Appropriate fencing must be maintained at all times for horses.
9. **Nuisance.** No part of any Lot shall be used (i) for the sale, display, or storage of junk, or used automobiles, or (ii) for any activity that shall constitute a public or private nuisance. The Lot Owner of any Lot shall not use or allow the use of such Lot or any building or structure thereon for any purpose which will be noxious, offensive or detrimental to the use by and enjoyment of Lot Owners of their Lots or which will create or emit any objectional, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any zoning or other regulations, ordinances or laws of the City of Bee Cave, Travis County, the State of Texas, or the United States.
10. **Annoyance.** No activity shall be carried out upon any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Section IV Subdivision as a residential neighborhood, even though such activity may be in the nature of a hobby and not carried out for profit.
11. **Rubbish and Debris.** No rubbish, debris, or junk shall be placed or permitted to accumulate on any Lot. Material of any kind that does not constitute rubbish, debris, or junk which is stored on a Lot shall be arranged in an orderly manner on the rear one-third of such Lot, shall be properly covered, and shall be allowed only so long as the Board of Directors in its best and sole judgment deems such storage to be in the best interest of the Section IV Subdivision and/or does not create concerns for other Lot Owners.
12. **Vehicles, Unsightly Items; Screening of Certain Items.** Items such as trailers, recreational vehicles, trucks (other than pickups), boats, motorcycles, motor scooters and garden equipment shall not be permitted to remain within the building setback of any Lot. If such items are stored beyond the setback on the Lot, they must be appropriately screened from view of other Lot Owners and the street.
13. **Trucks and Machinery.** No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any Lot at any time except temporarily while such vehicles are being used in the construction of improvements on such Lot.
14. **Vehicle, and/or Trailer Parking on Roads Forbidden.** Outside of permitted construction activities, no vehicles of any type shall utilize roads or rights-of-way for any type of parking on a regular basis (i.e., three or more days of a given week).
15. **Aircraft.** No privately-owned manned aircraft, including without being limited to helicopters, shall be launched from or land on any portion of a Lot.
16. **Firearms, Explosives, and Fires.** No firearms may be discharged on any Lot other than for the protection of people, pets, animals or property. No other explosives, including but not limited to firecrackers and fireworks of any kind, shall be discharged on any Lot. No open

fires shall be lighted or permitted on the Section IV Subdivision except (i) in a contained barbecue unit while attended and in use for cooking purposes; (ii) within a safe and well-designed interior fireplace or within a safe and well-designed exterior firepit or fireplace; or (iii) if such open fire is permitted and compliant with City Code.

ARTICLE IV – IMPROVEMENTS AND VARIANCES

1. **Improvements.** An improvement is any permanent addition to a Lot that augments the Lot's value and requires a permit pursuant to City Code prior to its construction and/or development. An interior renovation, remodel or repair that does not involve an increase in the square footage of the structure concerned shall not be deemed an improvement for purposes of this Article and is not subject to the requirements set forth herein. In the event that a Lot Owner seeks to construct and/or develop an improvement, the Lot Owner must submit any and all applicable permit application(s) to the Board of Directors at www.homesteadsection4.org or via email to HOA@homesteadsection4.org within 48 hours of submission to the City of Bee Cave. An improvement must demonstrate compliance with City Code as well as compliance with covenants, conditions and restrictions contained in this Declaration. If permits are obtained from the City of Bee Cave, said permit(s) must be submitted to the Board of Directors for the Section IV HOA's records at the addresses specified above. If the permit(s) so granted by the City of Bee Cave violate(s) any of the conditions, covenants or restrictions of this Declaration and a variance from the conditions, covenants or restrictions has not previously been obtained from the Board of Directors, enforcement action will be taken by the Section IV HOA or any Lot Owner who is member of the same.
2. **Variations from City Code.** Any application for any variance as defined under City Code, including the Unified Development Code, regardless of type, shall be provided to the Board of Directors at www.homesteadsection4.org or via email to HOA@homesteadsection4.org within 48 hours of submission to the City of Bee Cave.
3. **Variations from HOA Restrictions.** The Board of Directors shall consider requests for variations from the restrictions contained in this Declaration and shall grant such requests for variations if: (i) the Board finds the requested variations to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners; (ii) the requested variations are generally consistent and harmonious with the remainder of the Lots in the community; and (iii) the requested variations do not adversely affect another Lot.
4. **Procedures for Seeking Variations from HOA Restrictions.** Any Lot Owner seeking to obtain a variance from the restrictions specified herein must submit such variance requests to the Board of Directors at www.homesteadsection4.org or via email to HOA@homesteadsection4.org. Variance requests should contain appropriate plans, drawings, materials selections, etc. to clearly illustrate the respective issue for which the variance is needed. The Board of Directors shall approve or disapprove all variance requests

within thirty (30) days after submission. In the event the Board of Directors fails to take any action within thirty (30) days after permits, plans and/or requests have been submitted, approval will be presumed, and this Article will be deemed to have been satisfied.

5. **Written Records.** The Board of Directors shall maintain written records of (i) all permits and variance applications and/or requests submitted to it and (ii) of all actions taken with regard to same.
6. **Majority Vote.** A majority vote of the Board of Directors is required for approval of requests for variances.
7. **Non-Liability.** The Board of Directors shall not be liable in damages to any person submitting requests for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.
8. **Compliance with City Code.** No variance or permission given for a variance by the Board of Directors shall eliminate the Lot Owner's responsibility to ensure that all such variances and/or improvements comply with all applicable ordinances, codes and regulations imposed by the City of Bee Cave, Texas.

ARTICLE V – MAINTENANCE AND REPAIRS

1. **Maintenance by Lot Owner.** The Lot Owner shall maintain and keep in repair the following: all exterior maintenance upon each Lot including, but not limited to, maintenance of roofs, gutters and downspouts, if any, exterior building surfaces, fences, window and door fixtures, light fixtures, and the septic system.
2. **No Impairments.** A Lot Owner shall not do any act or perform any work which will impair any easement. Nor shall a Lot Owner do any act, perform any work or allow any condition to exist which will adversely affect any other Lots or Lot Owners.

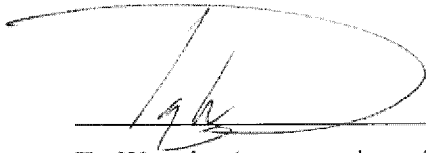
ARTICLE VI – EASEMENTS

1. **Hike and Bridle Path.** The 20-foot access easement found on Lots 1, 6, 7, 9, 11, and 12, Block B, and Lots 8 and 9, Block A, The Homestead, Section IV, Travis County, Texas, according to the map or plat thereof of record in Volume 84, Page 80C 813, Plat Records, Travis County, Texas shall be known as the Hike and Bridle Path. The Hike and Bridle Path shall be for the sole use of Lot Owners and their guests in The Homestead, Section IV, as well as The Homestead: Sections I, II, III and V.
2. **Maintenance.** Maintenance shall be the responsibility of those who utilize the Hike and Bridle Path. Maintenance will include general policing, pick up of trash and rubbish and other activities that would be performed by the users as if they were the Lot Owner upon whose Lot the Hike and Bridle Path easement runs. No motorized vehicles shall be allowed on the Hike and Bridle Path at any time.

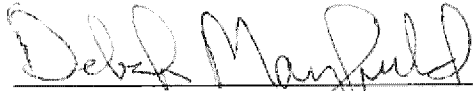
ARTICLE VII – GENERAL PROVISIONS

1. **Enforcement.** A Lot Owner and/or the Board of Directors of the Section IV HOA shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Declaration, and to recover reasonable attorney's fees and other expenses incurred in such enforcement. Failure by any Lot Owner and/or the Board of Directors of the Section IV HOA to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter. Further, in addition to the authority to impose assessments, the Board of Directors of the Section IV HOA is authorized to impose fines, charges and liens for violations of the restrictions, conditions and covenants set forth herein.
2. **Conveyances.** Conveyance of each Lot shall be made subject to each and every valid and existing mineral and/or royalty reservation, right of way, easement, condition, exception, restriction and covenant of whatsoever nature of record whether or not the same is expressly stated or contained in a deed or deeds conveying such Lot.
3. **Severability.** Invalidation of any one of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
4. **Amendment.** The covenants, conditions and restrictions in this Declaration shall run with and bind the Lots in perpetuity until the record Lot Owners of a majority of the Lots subject to this Declaration vote to cancel the same. To be valid, such cancellation must be memorialized in a duly-recorded written instrument. This Declaration may be amended during the term hereof or during any extension period by a vote of the Lot Owners of not less than three-fourths (3/4) of the Lots subject to this Declaration. To be valid, any such amendment must be reflected in a duly-recorded written instrument.
5. **Assessments.** Annual assessments, as determined by a majority of the Lot Owners of Lots subject to this Declaration, shall be levied as to each Lot subject to this Declaration on an annual basis. In the event that a special assessment is necessary as a result of an unexpected event that exceeds the annual budget for the Section IV HOA, a special meeting shall be called to obtain authorization from a majority of the Lot Owners of Lots subject to this Declaration for such special assessment.
6. **Bylaws.** All Lot Owners of all Lots subject to this Declaration are subject to and agree to abide by the Bylaws of the Homestead Section IV Homeowners Association, Inc.

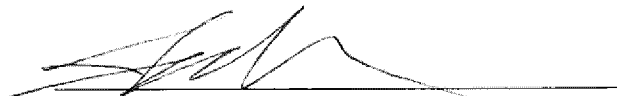
Executed this 7th day of May, 2023.



Ty Wenglar (as a member of the Board of Directors and President of the Section IV HOA)



Deborah Mayfield (as a member of the Board of Directors and Vice-President of the Section IV HOA)



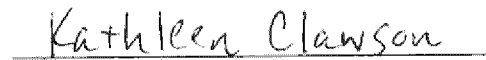
Jennifer Walker (as a member of the Board of Directors and Treasurer/Secretary of the Section IV HOA)

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8th day of May, 2024, by the foregoing Treasurer/Secretary of the Homestead Section IV Homeowners Association, Inc., on behalf of said corporation and its shareholders.



Notary Public in and for the State of Texas

