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At ~~6~~ 4 o'clock  
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TRAVIS COUNTY  
CLERK  
TRAVIS COUNTY TEXAS

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR  
THE HOMESTEAD SECTION (IV) SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by the Homestead Corporation, a Texas corporation, acting herein by and through its duly authorized officer, hereinafter referred to as "Developer".

WHEREAS, Developer is the owner of all of the property (i.e. all of the lots, tracts and parcels of land) which comprises 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; and

WHEREAS, Developer desires to Save and Except the following Lots from these Covenants Conditions and Restrictions for the Homestead Section IV Subdivision: Lot 4, Block A; Lot 6, Block A; Lots 4-7, Block 13; and Lot 7, Block C.

WHEREAS, Developer desires to create on such property a residential community with a permanent Hike and Bridle Path for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Hike and Bridle Path; and to this end, desires to subject said property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community;

NOW THEREFORE, Developer hereby declares that all of the property located in the subdivision described above 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, and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Architectural Control Committee" shall mean the committee created pursuant to Article V of this Declaration.



2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to all of 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.

4. "Lot" shall mean and refer to any of the lots shown upon the recorded subdivision map of the Property, including all improvements and easements thereon.

5. "Developer" shall mean and refer to the Homestead Corporation, its successors and assigns, provided such successors and assigns shall acquire all interest of the Homestead Corporation in The Homestead Section IV.

## ARTICLE II

### INSURANCE

1. Insurance by Owners. Each Owner shall be responsible at his own expense and cost for (1) fire and extended coverage insurance (i) on his Lot and any improvements thereon, (ii) on the contents of his own residence; and (iii) on any of his personal property which may be stored elsewhere on the Property.

## ARTICLE III

### ARCHITECTURAL CONTROL COMMITTEE

1. Members. The Architectural Control Committee shall consist of three members designated by the Developer until such time as seventy-five percent (75%) of the residential Lots have been sold and conveyed from Developer to Owners. Upon the sale of said number of residential Lots, the members of the Committee shall be designated by the Association. A majority of the Committee may designate by the majority of Lot owners in Section IV a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant.

2. Review by Committee. No improvement of any kind, including, but not limited to, residences, accessory buildings, swimming pools, wells, septic systems, antennas (on a structure or



on a Lot), flag poles, fences, walls, mail boxes, exterior lighting, patios, roof overhangs, sidewalks, stepping stones, driveways, or any other improvement shall be constructed, placed, or maintained upon any Lot and no alteration or repainting of the exterior of any improvement shall be made and no landscaping shall be performed until (1) a complete copy of the plans and specifications for the improvement showing (i) the exterior design, height, building material and color scheme of the improvement, and (ii) the location of the improvement plotted horizontally and vertically, (2) a site plan showing the location of all present and planned improvements, including but not limited to, the well, the septic system, the residence, the driveway, the landscaping, the grading plan, any fencing, and any walls, and (3) the name of the Builder, have been submitted to and approved in writing by the Architectural Control Committee, and a copy of all such plans and specifications as finally approved, has been deposited with the Architectural Control Committee. All builders who are members of either the National Association of Home builders or the HOW Builders Program shall automatically be approved by the Architectural Control Committee.

3. Conformity. The Architectural Control Committee shall exercise its best judgment to see that the exterior design and location of all improvements, landscaping and alterations of Lots within the Property conform to and harmonize with the surrounding improvements, environment, topography, and finished grade evaluations.

4. Variances from Restrictions. The Architectural Control Committee shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) if the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners; (2) the requested variances are generally consistent and harmonious with the remainder of the community; and (3) the requested variances do not adversely affect the value of another Lot.

5. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after plans or requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

6. Written Records. The Architectural Control Committee shall maintain written records of (1) all applications and requests submitted to it and (2) of all actions taken.

7. Majority Vote. A majority vote of the Architectural Control Committee is required for approval of (1) proposed improvements, and (2) requests for variances.



8. Non-liability. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.

#### ARTICLE IV

#### 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 Owner.

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 Homeowners Association. Notwithstanding anything to the contrary herein, under no circumstances shall any resubdivision be approved unless (1) all Lots resulting from such resubdivision are one (1) acre in size and have adequate access, and (2) adequate utility easements are created.

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 (1) a home office incidental to a Lot Owners' business may be maintained within the Owner's residence, and (2) Developer may construct, occupy and maintain a temporary sales office on any unsold Lot.

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 one thousand eight hundred square feet (1800 square feet of cooled and heated space) exclusive of garages, carports and porches. Separate garage buildings, storage facilities, servants' quarters and guest houses shall be of all new material and shall be of equivalent and harmonious construction, design and color to the main residence. All construction shall have the prior written approval of the Architectural Control Committee. The location and specifications of the well and the septic system shall be expressly approved in writing by the Architectural Control Committee prior to the beginning of the construction of the primary residence.

5. Set-Back Lines. All improvements except fences shall be set back a minimum of 25 feet from the front property line adjacent to the street and 15 feet from the side and rear property lines, except that any barn shall be a minimum of 45 feet from any property line. No improvement shall be placed or permitted to



remain in these reserved setback areas. For the purpose of this covenant, eaves, steps, and open porches shall be considered improvements. Fences may be constructed to the lot property lines, but must be of a type approved by the Architectural Control Committee, and must be of wood and/or masonry construction if placed across the front of the lot, or partially across the front of the lot facing the street. Within designated easements no improvement shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change or retard the flow of water through drainage channels in any easement.

6. Restriction on Trailers and Mobile and Manufactured Homes. No residence trailers or mobile homes shall be allowed on any Lot. No old houses shall be moved in, and no prefabricated homes or manufactured homes shall be allowed on any Lot without the prior written consent of the Architectural Control Committee. Used lumber may be used for construction only after the prior written consent of the Architectural Control Committee is obtained.

7. Order of Construction. Permanent residences must be built before any other reconstruction may commence on a Lot. The exterior of any residence (1) shall be completed within eight (8) months after commencement of construction, and (2) shall be completed before occupancy may commence.

8. Driveways. All driveways shall be paved with asphalt, brick or concrete poured upon the completion of the exterior of principle residence.

9. Construction Site Must be Mowed. No construction of any improvements may be commenced until the construction site area and the access area to the construction site have been mowed.

10. Septic Tank Systems. If a septic-tank soil-absorption sewage-disposal system is installed, such system shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and shall be inspected by a duly authorized agent of the Travis County Health Department and/or the City of Austin, Texas, if required by local ordinances. Written certification by the inspecting agency that such installation is within said recommendations shall be presented to Developer by Owner prior to Owner's occupancy of any improvements constructed on Owner's Lot.

11. Mail Boxes. All mail boxes shall be of the same type and exterior of primary residence design and placed in a location approved by the Architectural Control Committee and shall meet the requirements of the postal authorities.

12. Drainage Structures. Drainage structures under private driveways shall always have a net drainage opening area of



sufficient size to permit the free flow of water without backwater.

13. Recreational Vehicles. Written approval of the Architectural Control Committee shall be required before any recreational vehicle or camper may be stored or parked on any Lot.

14. Fertilizer. For the protection of wells located on the Property, only biodegradable fertilizer materials may be used to fertilize lawns, trees, shrubbery, etc.

15. Toxic Substances. The Architectural Control Committee shall have the right to forbid or impose restrictions on the storage and application of toxic substances, including but not limited to herbicides, pesticides, etc., which are or might be unsafe or hazardous to any person, property, or the environment.

16. Cutting Down of Trees. Trees which are four inches (4") or larger in diameter shall not be cut down without the prior written consent of the Architectural Control Committee.

17. Deceased Trees and Plants. The Architectural Committee may enter upon any part of The Homestead Section IV at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect-infested trees or other plant life are found, the Association may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient.

18. Outside Toilets. No outside toilets shall be permitted on any Lot, with the exception of portable toilets during construction.

19. Animals. No poultry, cattle or other animals may be kept or maintained on any Lot, except (1) ordinary household pets, (2) animals for 4-H or Future Farmers purposes as specified in #20 below, and (3) one horse for each full acre owned, provided that fencing of an approved manner is provided.

20. Animals for 4-H or Future Farmers Purposes. If any member of an Owner's family is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America, then one animal per each such member (but not in excess of three) shall be permitted for the purposes of raising such animal for competition or as part of a club project, provided, however, that such animal shall be kept in a sightly pen or other enclosure and the lot shall be kept clean and in a sanitary and odorless condition.

21. Nuisance. No part of any Lot shall be used (1) for the sale, display, or storage of junk, or used automobiles, or (2) for any activity that shall constitute a public or private nuisance. The 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 of the other 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 or laws of The Homestead, Section IV Subdivision, the State of Texas, or the United States.

22. Annoyance. No activity shall be carried on 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 Property as a residential neighborhood, even though such activity may be in the nature of a hobby and not carried on for profit.

23. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise therefrom so as to render such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. The Architectural Control Committee may control the location and type of refuse, garbage, and trash containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any Lot. Material of any kind 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 Architectural Control Committee in its best and sole judgment deems such storage to be in the best interest of the Property.

24. Vehicles, Unsightly Articles; Screening of Certain Items. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining Lots or property or public or private streets. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks (other than pickups), boats, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view; and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view. Liquid propane gas,



oil and other exterior tanks, with the exception of water well tanks, shall be kept within an enclosed structure or permanently screened from view. Water well tanks shall be painted to match the surrounding environment. All air conditioning compressors shall be permanently screened from view by a fence.

25. 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.

26. Vehicle Parking on Roads Forbidden. No vehicles of any type shall be parked upon the roads or rights-of-way within The Homestead Section IV.

27. Aircraft. No aircraft other than helicopters shall be launched from or may land on any portion of a Lot. Helicopters shall only be launched from and shall only land on helipads which have been constructed with the prior written approval of the Architectural Control Committee.

28. Antenna and Clotheslines. No exterior radio or television antenna, aerial, or dish and no clotheslines shall be erected or maintained on any Lot without the prior written approval of the Architectural Control Committee.

29. Signs. No signs of any kind shall be displayed for public view on any Lot except (1) one professional sign of not more than five square feet in area which advertises the Lot for sale or rent. All merchandising, advertising, and sales programs within the subdivision shall be subject to approval by Developer and shall be in conformity with the general marketing plan of the subdivision.

30. Firearms, Explosives, and Fires. No firearms (except firearms for the protection of the Owner's family and property) may be maintained or discharged on any Lot. 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 Property except (a) in a contained barbecue unit while attended and in use for cooking purposes or (b) within a safe and well-designed interior fireplace.

31. Non-Discrimination. No action shall at any time be taken by the Architectural Committee which in any manner would discriminate against any Owner or Owners in favor of the other Owners.



## ARTICLE V

### MAINTENANCE AND REPAIRS

1. Maintenance by Owner. The 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, trees, shrubs, grass, landscaping, walks, glass surfaces, window and door fixtures, light fixtures, the septic system, and the well including the cutting of grass, brush and weeds in the right-of-way.

An Owner shall not do any act or perform any work which will impair any easement. Nor shall an Owner do any act, perform any work or allow any condition to exist which will adversely affect any other residences or their Owners.

## ARTICLE VI

### EASEMENTS

1. Construction Easements. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

2. Utility and Emergency Easements. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by developer or the Architectural Committee as recorded and amended in the Deed Records. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on said Property without conflicting with the terms hereof.

3. Hike and Bridle Path. The 20 foot access easement found on Lots 1, 6, 7, 8, 11, & 12, Block B, and Lots 8 & 9, Block A, The Homestead, Section 4, Travis County, Texas, according to the map or plat thereof of record in Volume 84, Page 80C - 81B, 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 the property owners in The Homestead Subdivision inclusive of Sections One through Four.

The use and 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 as if they were the owner. No motorized vehicles shall be allowed on the Hike and Bridle Path at any time.



ARTICLE VII

GENERAL PROVISIONS

1. Enforcement. The Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration; and to recover reasonable attorney's fees and other expenses incurred in such enforcement. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

2. Conveyances Subject To. Conveyance of each Lot and tract contained in the Property 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 or tract.

3. Severability. Invalidation of any one of these covenants or restrictions 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 and restrictions of this Declaration shall run with and bind the land until December 31, 2003, after which time they shall be automatically extended for successive periods of ten (10) years unless the record Owners of a majority of the Lots in the subdivision cancel the same, through a duly recorded written instrument. This Declaration may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision; provided however, that the Developer, its successors or assigns reserves the right to alter and amend this Declaration to promote aesthetic development and to avoid hardship. To be valid, any such amendment must be recorded.

5. By-Laws and Regulations. All Owners agree to abide by the Bylaws of the Homestead Section IV Homeowners Association, Inc.

Executed this 4<sup>th</sup> day of September, 1992.

DEVELOPER:

THE HOMESTEAD CORPORATION

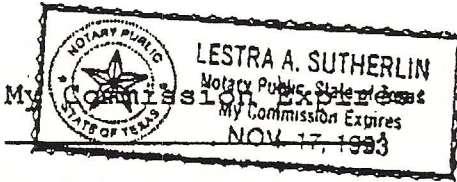
By: William G. Gurasich  
William G. Gurasich, President



STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 4th day of September, 1992, by William G. Gurasich, President of the Homestead Corporation, on behalf of said corporation.

(Notary seal)



Lestra A. Sutherlin  
Notary Public in and for  
the State of Texas

\_\_\_\_\_  
(Printed Name of Notary)