

11589

STATE OF TEXAS
COUNTY OF BASTROP

DECLARATION OF LIMITATIONS AND
RESTRICTIONS FOR PINE VIEW ESTATES

PROFESSIONAL CONTRACTORS, INC., a Texas corporation, or assigns. (THE DEVELOPER) being the Owner of the surface estate of the following described real property lying and being situated in the County of Bastrop and State of Texas and being more particularly described as follows, to-wit:

PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, as shown by plat recorded in Plat Book No. 2, Page 273A, Plat Records of Bastrop County, Texas, to which reference is here made, (THE SUBDIVISION)

for the purpose of carrying out a uniform plan for the development of a high class residential neighborhood, does hereby make, declare adopt and impose upon the above described real property the following covenants, conditions, restrictions, and limitations which shall apply to and become a part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in said subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

1. Property Use: Except as otherwise provided herein or as noted on the plat of the subdivision recorded in Plat Records of Bastrop County, Texas, all lots shall be used for single-family residential purposes, no lot may have more than one single-family residence thereon, and no lot or portion thereof shall ever be used for a business or commercial purpose or for carrying on a trade or profession.

a. Lots 85, 92 and 93 may be used for commercial purposes. Uses not permitted shall include vehicular, machinery, heavy equipment repair facilities, junk and wrecking yards, sexually oriented business, a business whose primary income is derived from the sale of alcoholic beverages for on premise consumption, any business that is unlawful, manufacturing plants, any industrial business, feed lot, livestock auction facility, rendering plant, and flea market.

Any business desiring to locate on the herein described commercial lots, whether or not new construction or remodeling is involved, must first submit construction plans, if applicable, and a description of the business activities to be carried on to the Architectural Committee for approval. The committee may consider the effect of the operation of the business on the neighborhood among other factors in making its decision. If approval is denied, the business may not locate on the affected commercial lots. Approval shall not be unreasonably or capriciously withheld.

b. Lots 85, 92 and 93 may be resubdivided by Developer at such time or times and in such manner as Developer in its sole discretion shall determine.

2. Manufactured Homes: Manufactured homes and modular home are permitted on all lots in the subdivision. In addition, manufactured homes and modular homes must observe and comply with the following restrictions and limitations, in addition to any other restrictions and limitations contained herein, to-wit:

a. All manufactured homes must have the wheels removed and placed either on a slab or upon blocks or piers.

b. All manufactured homes must be skirted within 90 days after placement on property with masonry, plaster, a material to match the exterior siding of the residence, a material designed by the manufacturer of the home, or any other material having the prior written approval of the Architectural Committee.

It is the seller's understanding that the ARC (architectural review committee) referenced in these docs hasn't existed in over 20 years. Buyer to verify.

c. All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Labor and Standards.

d. No manufactured home of less than 700 square feet shall be permitted.

e. All manufactured homes shall be of new construction or no older than five (5) years from date of purchase by the original owner, unless approved in writing in advance by the Architectural Committee.

f. If a manufactured home has a front porch, the design of such porch must be approved in writing by the Architectural Committee.

It is intended hereby to delegate to the Architectural Committee control to insure the development of a high class residential area. Failure of the Architectural Committee to approve or disapprove any application required herein within thirty (30) days after receipt thereof shall be deemed for all purposes as the approval thereof.

3. Permanent Homes: All permanent homes and buildings, except for modular homes and manufactured homes, must be new construction. Each one-story home shall contain a minimum of 900 square feet of living area, exclusive of garages, carports and porches. Each two-story home shall contain a minimum of 1200 square feet of living area, exclusive of garages, carports, and porches. All plans and specifications are subject to the prior written approval of the Architectural Committee.

4. Quality Workmanship: All improvements and structures including but not limited to homes, garages, barns, fences, and other improvements shall be constructed of quality material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the subdivision as a whole. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate and none of the improvements shall be allowed to deteriorate to the detriment of the neighborhood as a whole. The Architectural Committee is hereby authorized and directed to enforce all of the provisions of this paragraph.

5. Structures: Any building, garage, carport, shed, structure, or addition to a residence, or any remodeling thereof, must be of all new material and be of equal construction quality and architectural design as the residence and shall require the prior written approval of the Architectural Committee.

6. Setback Requirements: No buildings or structures of any nature shall be located on any lot closer than twenty-five feet (25') to the front property line, nor closer than ten feet (10') to any side or back property line. Variations from this requirement may be granted in individual cases where tract size or topography makes this requirement impractical but any such variation must have the prior written approval of the Architectural Committee.

7. Easement: Ten (10) feet inside of all property lines shall be preserved as a public utility easement (plus such additional space as may be required for guys or other utility pole support structure,) a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence within the area encumbered by the easement does so at his own peril since the fence will be subject to damage or removal by those entitled to use the easement.

8. Time for Completions: Any dwelling or other structure or building once commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.

9. Temporary Structures: No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling, either temporary or permanently, without the prior written approval of the Architectural Committee.

10. Septic Tanks and Water Wells: No residence shall be permitted in the subdivision unless it is served by a septic tank, sewer system or some other sewer system and water system meeting the requirements of and approved by the Texas State Health Department. Outhouses or privies are not allowed on any lot in the subdivision.

11. Repair and Upkeep: All residences and buildings must be kept in a good state of repair, and must be painted or otherwise restored when necessary to preserve the attractiveness thereof.

12. Fascia: Fascia must be installed on any structure attached to a residence such as a carport, garage, awning, patio cover, or porch, so as to match the fascia of the residence.

13. Roofs: Roofing material on any structure attached to or adjacent to a home, if visible from any street, must match the roofing material of the residence to which it is adjacent. Composition asphalt roll roofing and corrugated sheet metal shall not be used as a roof on any residence or other structure if visible from any street in the subdivision, without the prior written approval of the Architectural Committee. No tires, weights, or other items designed or intended for the purpose of holding down the roof will be placed on top of any mobile home.

14. Drainage Structures and Ditches: Drainage structures under private driveways shall be constructed to Bastrop County specifications and must be constructed before any residence or other structure may be placed on the lot. Such structures, where needed, are to be installed at the expense of Buyer. Natural drainage shall not be disrupted, altered or changed without prior written approval of the Architectural Committee.

15. Storage of Trash and Weeds: No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

16. Parking: Streets shall not be used for parking except for occasional or emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the subdivision at any time.

17. Unused Vehicles: The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the subdivision. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the subdivision for more than one week. Repairing of motor vehicles, boats, or other major items of a mechanical nature shall not be permitted on any lot in the subdivision.

18. Livestock and Pets: Dogs, cats or other household pets not to exceed a total of four in number (exclusive of unweaned offspring) may be kept on any tract so long as they are not kept, bred or maintained for any commercial purpose, and so long as the lot owner is occupying such lot as his primary residence. Small numbers of poultry (excluding roosters), rabbits, or an FFA or club project such as a calf or lamb (but no pigs, hogs, or swine) may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any pen, corral, hutch, structure or enclosure of any kind must be constructed of new material and must be attractive in appearance in keeping with the general standard of improvement in the subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements

herein specified for other improvements in the subdivision. All such improvements must be located to the rear of the residence and not closer than twenty (20) feet to any property line. No such pets or animals may be kept in a way or manner or location that creates a nuisance to other property owners such as annoying noise or flies or odors or unsightly premises.

19. Animals to be Contained: All animals shall be contained within the lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owners lot.

20. Fences: No fence shall be permitted on the front part of a lot without the prior written approval of the Architectural Committee. The front portion of a lot is defined as that portion of a lot between the street right-of-way and the residence (or building set-back line if no residence exists). Chain link or barbed-wire fencing shall not be allowed on the front portion of a lot.

21. Trees: No tree six (6) inches or greater in diameter now or hereafter located on a lot shall be removed, cut-down, or in anyway damaged or destroyed, except where improvements are to be located, without the prior written approval of the Architectural Committee.

22. Signs: Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. However, signs may be used by a contractor or other builder to advertise the property during the course of construction and for a reasonable sales period thereafter.

23. Noxious Activity: No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

24. Firearms: The use or discharge of any type of firearms is expressly prohibited within the subdivision.

25. Boats and Trailers: No boats, boat trailers, travel trailers, recreational vehicles or other similar property shall be allowed to remain in the driveway, front yard, on the street, or any other location on any lot which is in view of the street, except with the prior written approval of the Architectural Committee.

26. Mail Boxes: All mail boxes shall be of a type and design and placed in a location approved by the U.S. Postmaster and the Architectural Committee.

27. Enforcement of Conditions and Restrictions: Any person owning any interest in any of the tracts in said subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

28. Architectural Committee: There is hereby created and activated an Architectural Committee for the purpose of supervising, controlling and approving all construction plans, residences, structures, and other improvements to be built or placed upon any lot, and for the further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this declaration. The Committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act for the best interest of the subdivision. The initial members of the Committee shall be Rex Bohls, Michael A. Reeves, Steven L. Reeves, and Morris K. Gully, Jr. If any one or more of the four members refuses or fails to serve, the remaining member or members are hereby authorized to appoint a person or persons as replacement members. In the event all of the Committee members fail, refuse or are unable to serve, then the owners of property in the subdivision shall elect a new Architectural Committee, each lot in the

subdivision to have one vote in such election. Upon formation and activation of the Property Owners Association, hereinafter provided, all rights, duties and responsibilities of the Architectural Committee, except the right to amend these restrictions, shall automatically be transferred to and vested in the Board of Directors of the Property Owners Association, whereupon the Architectural Committee shall be and is hereby abolished.

29. Property Owners Association: The Pine View Estates Property Owners Association is hereby established. Each owner of a lot in the Subdivision shall be a member of the Association. The Association shall be activated at such time as may be determined by the Developer, in its sole discretion, but in no event shall such Association be activated later than thirty (30) days after the date that developer has divested itself of title to 75% or more of the lots in the subdivision. A meeting of all members of the Association shall be called within thirty days (30) following the date of the activation of the Association for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting. Each lot in the subdivision shall be entitled to one vote in the Association. When more than one person holds an interest in any one lot, all such persons shall be members of the Association but they shall collectively cast only one vote for each lot owned. The Association shall be incorporated under the Texas Non-Profit Corporation Act, shall have a Board of Directors consisting of three (3) members until otherwise determined, and shall act by majority vote in accordance with this Declaration and with the By-Laws of the Association. The By-Laws of the Association must require a meeting of all members of the Association at least annually for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting.

30. Membership in Association: Each lot owner is required to be a member of the Property Owners Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association and to be and become bound and obligated by the terms and provisions of this Declaration.

31. Obligations of Lot Owners: Each owner of a lot in the Subdivision covenants and agrees, and by acceptance of a deed to such lot is deemed to covenant and agree, to pay the Architectural Committee during its existence, and thereafter to the Association: (a) an annual assessment or charge and (b) special assessments as and when levied. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge and a lien on the lots subject to this Declaration and each shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of each lot in the Subdivision at the time the assessment was due. The Architectural Committee may establish, collect and administer all assessments prior to the formation of the Property Owners Association. From and after the activation of the Property Owners Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

32. Annual Assessments: Each lot in the Subdivision is subject to an annual maintenance charge assessed equally against all lots subject to this Declaration in an amount to be established by the Architectural Committee during its existence and by the Board of Directors of the Association thereafter. Such assessment shall be the obligation of the record owner of each lot as of January 1 of the year in which the charge is due. The amount of the annual assessment shall be determined by the levying authority at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each member of the Association. If not paid by March 1, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to twenty-five percent (25%) of the amount of the assessment.

33. Special Assessment: In addition to the annual assessment herein authorized, the Architectural Committee during its existence and by the Board of Directors of the Association thereafter, may levy a special assessment at any time deemed necessary, applicable for the current year only, for the

purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, or replacement of (a) any bridge or road within the Subdivision not being maintained by a public entity, or (b) any property within the Subdivision conveyed to the Association by the owner thereof, and for other purposes deemed necessary by the Board of Directors of the Association to maintain or improve the Subdivision for the general benefit of the owners and occupants thereof.

34. Vote on Special Assessment: If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30) days in advance of the meeting. Twenty percent (20%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those present and voting at such meeting, a quorum being present.

35. Cleaning Lots: After thirty (30) days notice to the owner thereof, the Architectural Committee or the Property Owners Association, when activated, shall have the right to clean and clear lots of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular lot owner and for which a lien in favor of the Property Owners Association may be placed upon the property, including interest, costs, and attorneys fees. Such lien shall be treated by the Property Owners Association in the same manner as other assessments against such lot.

36. Uniform Assessments: Both annual and special assessment must be fixed at a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing and cleaning lots as authorized elsewhere in this Declaration.

37. Lien of Assessments: The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability.

38. Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

39. Duration of Restrictions: The covenants, conditions, restrictions, and limitations herein published and impressed on all lots in the subdivision, shall be binding on all owners of properties in the Subdivision for a period of twenty-five (25) years from and after the date hereof and shall be automatically extended for an additional period of twenty-five (25) years unless specifically terminated by vote as hereinafter provided. At any time within six (6) months before the expiration of the first twenty-five (25) year period, any five (5) property owners in the Subdivision may call an election to be held in the Subdivision for the purpose of terminating this Declaration. At such meeting, the vote to terminate must receive a three-fourths (3/4) majority of the owners of all lots in the Subdivision. If such meeting is not called, or if such a meeting is called and the vote to terminate is less than the three-fourths (3/4) majority herein required, then this Declaration, and all covenants, conditions, restrictions, and limitations herein contained, shall be automatically extended for an additional period of twenty-five (25) years.

40. Second Extension of Declaration: Within six (6) months before the expiration of the second twenty-five (25) year period, any five property owners in the Subdivision may call an election to be held with the Subdivision for the purpose of determining whether or not the restrictions and covenants of this Declaration shall be extended beyond the end of the second twenty-five (25) year period. At such meeting the questions shall be whether or not the Declaration shall be again extended. If a majority of the vote cast in said election shall favor the continuation of the provisions of this Declaration, the results of said election shall be set forth in a written instrument which shall be signed and acknowledged by one of those who called the election and filed for record in the office of the County Clerk of Bastrop County, Texas. By the filing of such written instrument, this Declaration, and all of its terms and provisions, shall thus be extended for a third period of twenty-five (25) years. If a majority of the votes cast in said election do not favor the continuation of the limitations and restrictions, then and in such event, all provisions of this Declaration shall be null and void upon the expiration of the second twenty-five (25) year period.

41. Further Extension: If the provisions of this Declaration are extended for a third twenty-five (25) year period, another election can be held in a similar manner to determine whether or not such provisions shall be extended for a fourth twenty-five (25) year period, with the results to be determined in the same manner as described for the third twenty-five (25) year period. Subsequent elections may be held each and every twenty-five (25) years thereafter as long as the owners of property in the Subdivision desire to continue to impose such limitations and restrictions. If no election is called at the end of the second or subsequent twenty-five (25) year period, then all provisions of this Declaration will automatically terminate at the end of such period and become null and void.

42. Amendment: The Architectural Committee as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration; provided, however, when the Architectural Committee is abolished under other provisions of the Declaration, the right of amendment shall terminate and such right shall not be exercised by the successors to the Architectural Committee.

43. Deviations: The Board of Directors of the Association may exercise a limited right to approve minor deviations from the provisions hereof without an actual amendment of the Declaration, when, in the opinion of the Board of Directors, such deviation will be beneficial to other owners of lots in the Subdivision.

44. Rights of Developer: Notwithstanding any other provisions of this Declaration, the Developer or its agents shall have the following rights with respect to any unsold lot in the subdivision: (1) to locate a sales office thereon; (2) to surround such lot with a fence; (3) to place signs of good quality and reasonable size thereon; and (4) to use part or all of such lot for future road right of way. In addition, once the Property Owners Association has been activated, the Developer shall have the right to make a gift of any unsold lot to the Property Owners Association for such use as the Property Owners Association shall determine. The Property Owners Association must accept such gift if the lot is free of all encumbrances. If the lot is not free of all encumbrances, the gift may be accepted or rejected at the option of the Property Owners Association.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by a duly authorized officer this 26th day of November, 1986.

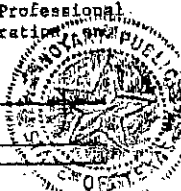
STATE OF TEXAS ()
COUNTY OF TRAVIS ()

By Republication Where a New Edition of the Law, Revised or Supplemented, is Prepared, the Original Edition of the Law is Repealed and the Revised Edition is the Law.

PROFESSIONAL CONTRACTORS, INC.

This instrument was acknowledged before me on the 26th day of November, 1986, by Michael A. Reeves, President of Professional Contractors, Inc., a Texas Corporation, on behalf of said Corporation.

Gloria F. Griggs
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: GLORIA F. GRIGGS
COMMISSION EXPIRES: 11-7-89



By: *Michael Reeves*
Michael Reeves, President

FILED
DEC 8 1986 9:30 AM

Joyce S. ...

COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BASTROP
COUNTY CLERK
BASTROP COUNTY, TEXAS
DEC 11 1986
Joyce S. ...

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FIRST AMENDMENT TO THE DECLARATION OF LIMITATIONS AND RESTRICTIONS OF PINE VIEW ESTATES

STATE OF TEXAS)
)
COUNTY OF BASTROP)

THAT WHEREAS, PINE VIEW ESTATES, INC., a Texas corporation, or assigns, (hereinafter referred to as GRANTOR), is the owner of all of the surface estate forming PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, according to the map or plat of record in Plat Book 2, Page 273A, of the Plat Records of Bastrop County, Texas, (hereinafter referred to as the Subdivision), and

WHEREAS, Grantor's predecessor in title has heretofore filed of record in Volume 443, Page 673, of the Real Estate Records of Bastrop County, Texas, a "Declaration of Limitations and Restrictions for Pine View Estates" (hereinafter referred to as the Declaration); and

WHEREAS, GRANTOR and the ARCHITECTUAL COMMITTEE created by the Declaration now desire, in the interest of further carrying out a plan for the improvement and development of the Subdivision, to amend said Declaration;

THEREFORE, GRANTOR and the ARCHITECTUAL COMMITTEE hereby amend the Declaration as follows, to-wit:

The Legal Description of the lots to be governed by the Declaration is amended as follows:

A) Lots 1 through and including Lot 44 and Lots 116 through and including Lot 162, shall be governed according to the terms and provisions of the Declaration.

B) Lots 45 through and including Lot 115, shall be excluded from the Declaration and said Declaration shall be terminated and be of no further force and effect with respect to said lots.

GRANTOR shall file of record a separate Declaration of Restrictive Covenants and shall create a separate Architectual Committee with respect to the lots excluded from the Declaration by virtue of this Amendment.

EXECUTED this 24 day of September, 1987.

PINE VIEW ARCHITECTUAL COMMITTEE

BY: Rex Bohls
REX BOHLS

BY: Everett D. Bohls
EVERETT D. BOHLS

BY: John L. Spaid
JOHN L. SPAID

BY: Morris K. Gully, Jr.
MORRIS K. GULLY, JR.

PINE VIEW ESTATES, INC.

BY: [Signature]
REX BOHLS,
President

STATE OF TEXAS)(
)
COUNTY OF TRAVIS)(
)

This instrument was acknowledged before me this 24th day of September, 1987, by REX BOHLS of the PINE VIEW ARCHITECTUAL COMMITTEE, on behalf of said committee.

DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Commission Expiration

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Notary's Name Typed/Printed

NOTARY SEAL

STATE OF TEXAS)(
)
COUNTY OF TRAVIS)(
)

This instrument was acknowledged before me this 24th day of September, 1987, by EVERETT D. BOHLS, of the PINE VIEW ARCHITECTUAL COMMITTEE, on behalf of said committee.

DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Commission Expiration

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Notary's Name Typed/Printed

NOTARY SEAL

STATE OF TEXAS)(
)
COUNTY OF TRAVIS)(
)

This instrument was acknowledged before me this 24th day of September, 1987, by JOHN L. SPAID, of the PINE VIEW ARCHITECTUAL COMMITTEE, on behalf of said committee.

DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Commission Expiration

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Notary's Name Typed/Printed

NOTARY SEAL

STATE OF TEXAS)(
)
COUNTY OF TRAVIS)(
)

This instrument was acknowledged before me this 24th day of September, 1987, by MORRIS K. GULLY, JR., of the PINE VIEW ARCHITECTUAL COMMITTEE, on behalf of said committee.

DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Commission Expiration

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Notary's Name Typed/Printed

NOTARY SEAL

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 24th day of September, 1987, by REX BOHLS, President of PINE VIEW ESTATES, INC., a Texas corporation, on behalf of said corporation.

Dawn M. Shirley

DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Commission Expiration

NOTARY PUBLIC STATE OF TEXAS
DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989
Notary's Name Typed/Printed

AFTER RECORDING RETURN TO:

P.O. Box 276
Austin, TX 78767

PREPARED IN THE LAW OFFICE OF:

C. DANIEL WHEELUS, ESQUIRE
333 Guadalupe
210 One Republic Plaza
Austin, Texas 78701

NOTARY SEAL

FILED SEP 24 1987
3:30 P M

Shirley M. ...
COUNTY CLERK
BASTROP COUNTY TEXAS

STATE OF TEXAS COUNTY OF BASTROP
This instrument was acknowledged before me and I am satisfied as to the identity of the signers and the contents of the instrument and the execution of the same and I have caused this instrument to be recorded in the public records of this county, Texas, as required by law.

OCT 1 1987



Shirley M. ...
COUNTY CLERK
BASTROP COUNTY TEXAS

Any Provision Herein Which Restricts the Sale, Rental, or Use of the Described Real Property Because of Color or Race is Invalid And Unenforceable Under Federal Law.

STATE OF TEXAS
COUNTY OF BASTROP

DECLARATION OF LIMITATIONS AND
RESTRICTIONS FOR PINE VIEW ESTATES

9803

PINE VIEW ESTATES, INC., a Texas Corporation, or assigns, (THE DEVELOPER) being the Owner of the surface estate of the following described real property lying and being situated in the County of Bastrop and State of Texas and being more particularly described as follows, to-wit:

Lots 51 through 65 and 71 through 108 of PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, as shown by plat recorded in Plat Book No. 2, Page 273A, Plat Records of Bastrop County, Texas, to which reference is here made, (THE SUBDIVISION)

for the purpose of carrying out a uniform plan for the development of a high class residential neighborhood, does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions, and limitations which shall apply to and become a part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in said subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

1. Property Use: Except as otherwise provided herein or as noted on the plat of the subdivision recorded in Plat Records of Bastrop County, Texas, all lots shall be used for single-family residential purposes, no lot may have more than one single-family residence thereon, and no lot or portion thereof shall ever be used for a business or commercial purpose or for carrying on a trade or profession.

a. Lots 65, 92, and 93 may be used for commercial purposes. Uses not permitted shall include vehicular, machinery, heavy equipment repair facilities, junk and wrecking yards, sexually oriented business, a business whose primary income is derived from the sale of alcoholic beverages for on-premise consumption, any business that is unlawful, manufacturing plants, any industrial business, feed lot, livestock auction facility, rendering plant, or flea market.

Any business desiring to locate on the herein described commercial lots, whether or not new construction or remodeling is involved, must first submit construction plans, if applicable, and a description of the business activities to be carried on to the Architectural Committee for approval. The Committee may consider the effect of the operation of the business on the neighborhood among other factors in making its decision. If approval is denied, the business may not locate on the affected commercial lots. Approval shall not be unreasonably or capriciously withheld.

b. Lots 65, 92, and 93 may be resubdivided by Developer at such time or times and in such manner as Developer in its sole discretion shall determine.

2. Manufactured Homes: Manufactured homes and modular homes are permitted on all lots in the subdivision. In addition, manufactured homes and modular homes must observe and comply with the following restrictions and limitations, in addition to any other restrictions and limitations contained herein, to-wit:

a. All manufactured homes must have the wheels removed and placed either on a slab or upon blocks or piers.

b. All manufactured homes must be skirted within 90 days after placement on property with masonry, plaster, a material to match the exterior siding of the residence, a material designed by the manufacturer of the home, or any other material approved by the Architectural Committee.

c. All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Labor and Standards.
d. Manufactured homes of less than 900 square feet (exclusive of garages, carports and porches) or less than 20 feet in width shall not be permitted.

e. All manufactured homes shall be of new construction unless approved in writing in advance by the Architectural Committee.

f. If a manufactured home has a front porch, the design of such porch must be approved in writing by the Architectural Committee.

It is intended hereby to delegate to the Architectural Committee control to insure the development of a high class residential area. Failure of the Architectural Committee to approve or disapprove any application required herein within thirty (30) days after receipt thereof shall be deemed for all purposes as the approval thereof.

3. Permanent Homes: All permanent homes and buildings, except for modular homes and manufactured homes, must be new construction. Each one-story home shall contain a minimum of 900 square feet of living area, exclusive of garages, carports and porches. Each two-story home shall contain a minimum of 1200 square feet of living area, exclusive of garages, carports, and porches. All plans and specifications are subject to the prior written approval of the Architectural Committee.

4. Quality Workmanship: All improvements and structures including but not limited to homes, garages, barns, fences, and other improvements shall be constructed of quality material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the subdivision as a whole. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate and none of the improvements shall be allowed to deteriorate to the detriment of the neighborhood as a whole. The Architectural Committee is hereby authorized and directed to enforce all of the provisions of this paragraph.

5. Structures: Any building, garage, carport, shed, structure, or addition to a residence, or remodeling thereof, must be of all new material and be of equal construction quality and architectural design as the residence and shall require the prior written approval of the Architectural Committee.

6. Setback Requirements: No buildings or structures of any nature shall be located on any lot closer than twenty-five feet (25') to the front property line, nor closer than ten feet (10') to any side or back property line. Variations from this requirement may be granted in individual cases where tract size or topography makes this requirement impractical but any such variation must have the prior written approval of the Architectural Committee.

7. Easement: Ten (10) feet inside of all property lines shall be preserved as a public utility easement (plus such additional space as may be required for garage or other utility pole support structure,) a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence within the area encumbered by the easement does so at his own peril since the fence will be subject to damage or removal by those entitled to use the easement.

8. Time for Completion: Any dwelling or other structure or building once commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.

9. Temporary Structures: No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling, either temporary or permanently, without the prior written approval of the Architectural Committee.

10. Septic Tanks and Water Wells: No residence shall be permitted in the subdivision unless it is served by a septic tank, sewer system or some other sewer system and a water system meeting the requirements of and approved by the Texas State Health Department. Outhouses or privies are not allowed on any lot in the subdivision.

11. Repair and Upkeep: All residences and buildings must be kept in a good state of repair, and must be painted or otherwise restored when necessary to preserve the attractiveness thereof.

12. Fascia: Fascia must be installed on any structure attached to a residence such as a carport, garage, awning, patio cover, or porch, so as to match the fascia of the residence.

13. Roof: Roofing material on any structure attached to or adjacent to a home, if visible from any street, must match the roofing material of the residence to which it is adjacent. Composition asphalt roll roofing and corrugated sheet metal shall not be used as a roof on any residence or other structure if visible from any street in the subdivision, without the prior written approval of the Architectural Committee. No tires, weights, or other items designed or intended for the purpose of holding down the roof will be placed on top of any home.

14. Drainage Structures and Ditches: Drainage structures under private driveways shall be constructed to Bastrop County specifications and must be constructed before any residence or other structure may be placed on the lot. Such structures, where needed, are to be installed at the expense of Buyer. Natural drainage shall not be disrupted, altered or changed without prior written approval of the Architectural Committee.

15. Storage of Trash and Weeds: No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

16. Parking: Streets shall not be used for parking except for occasional or emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the subdivision at any time.

17. Unused Vehicles: The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the subdivision. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the subdivision for more than one week. Repairing of motor vehicles, boats, or other major items of a mechanical nature shall not be permitted on any lot in the subdivision.

18. Livestock and Pets: Dogs, cats or other household pets not to exceed a total of four in number (exclusive of unweaned offspring) may be kept on any lot so long as they are not kept, bred or maintained for any commercial purpose, and so long as the lot owner is occupying such lot as his primary residence. Small numbers of poultry (excluding roosters), rabbits, or an FFA or club project such as a calf or lamb (but no pigs, hogs, or swines) may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any pen, corral, hutch, structure or enclosure of any kind must be constructed of new material and must be attractive in appearance in keeping with the general standard of improvement in the subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the subdivision. All such improvements must be located to the rear of the residence and not closer than twenty (20) feet to any property line. No such pets or animals may be kept in a way or manner or location that creates a nuisance to other property owners such as annoying noise or flies or odors or unsightly premises.

19. Animals to be Contained: All animals shall be contained within the lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owners lot.

20. Fences: No fence shall be permitted on the front part of a lot without the prior written approval of the Architectural Committee. The front portion of a lot is defined as that portion of a lot between the street right-of-way and the residence (or building set-back line if no residence exists). Chain link or barbed-wire fencing shall not be allowed on the front portion of a lot.

21. Trees: No tree six (6) inches or greater in diameter now or hereafter located on a lot shall be removed, cut-down, or in anyway damaged or destroyed, except where improvements are to be located, without the prior written approval of the Architectural Committee.

22. Signs: Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. However, signs may be used by a contractor or other builder to advertise the property during the course of construction and for a reasonable sales period thereafter.

23. Noxious Activity: No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

24. Firearms: The use or discharge of any type of firearms is expressly prohibited within the subdivision.

25. Boats and Trailers: No boats, boat trailers, travel trailers, recreational vehicles or other similar property shall be allowed to remain in the driveway, front yard, on the street, or any other location on any lot which is in view of the street except with the prior written approval of the Architectural Committee.

26. Mail Boxes: All mail boxes shall be of a type and design and placed in a location approved by the U.S. Postmaster and the Architectural Committee.

27. Enforcement of Conditions and Restrictions: Any person owning any interest in any of the tracts in said subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

28. Architectural Committee: There is hereby created and activated an Architectural Committee for the purpose of supervising, controlling and approving all construction plans, residences, structures, and other improvements to be built or placed upon any lot, and for the further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this declaration. The Committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act for the best interest of the subdivision. The initial members of the Committee shall be Rex D. Bohls, John L. Spaid, E.D. Bohls, and Morris K. Gully, Jr. If any one or more of the four members refuses or fails to serve, the remaining member or members are hereby authorized to appoint a person or persons as replacement members. In the event all of the Committee members fail, refuse or are unable to serve, then the owners of property in the subdivision shall elect a new Architectural Committee, each lot in the subdivision to have one vote in such election. Upon formation and activation of the Property Owners Association, hereinafter provided, all rights, duties and responsibilities of the Architectural Committee, except the right to amend these restrictions, shall automatically be transferred to and vested in the Board of Directors of the Property Owners Association, whereupon the Architectural Committee shall be and is hereby abolished.

29. Property Owners Association: The Pine View Property Owners Association is hereby established. Each owner of a lot in the Subdivision shall be a member of the Association. The Association shall be activated at such time as may be determined by the Developer in its sole discretion, but in no event shall such Association be activated later than thirty (30) days after the date that developer has divested itself of title to 75% or more of the lots in the subdivision. A meeting of all members of the Association shall be called within thirty days (30) following the date of the activation of the Association for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting. Each lot in the subdivision shall be entitled to one vote in the Association. When more than one person holds an interest in any one lot, all such persons shall be members of the Association but they shall collectively cast only one vote for each lot owned. The Association shall be incorporated under the Texas Non-Profit Corporation Act, shall have a Board of Directors consisting of three (3) members until otherwise determined, and shall act by majority vote in accordance with this Declaration and with the By-Laws of the Association. The By-Laws of the Association must require a meeting of all members of the Association at least annually for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting.

30. Membership in Association: Each lot owner is required to be a member of the Property Owners Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association and to be and become bound and obligated by the terms and provisions of this Declaration.

31. Obligations of Lot Owners: Each owner of a lot in the Subdivision covenants and agrees, and by acceptance of a deed to such lot is deemed to covenant and agree, to pay the Architectural Committee during its existence, and thereafter to the Association: (a) an annual assessment or charge and (b) special assessments as and when levied. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge and a lien on the lots subject to this Declaration and each shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of each lot in the Subdivision at the time the assessment was due. The Architectural Committee may establish, collect and administer all assessments prior to the formation of the Property Owners Association. From and after the activation of the Property Owners Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

32. Annual Assessments: Each lot in the Subdivision is subject to an annual maintenance charge assessed equally against all lots subject to this Declaration in an amount to be established by the Architectural Committee during its existence and by the Board of Directors of the Association thereafter. Such assessment shall be the obligation of the record owner of each lot as of January 1 of the year in which the charge is due. The amount of the annual assessment shall be determined by the levying authority at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each member of the Association. If not paid by March 1, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to twenty-five percent (25%) of the amount of the assessment.

33. Special Assessment: In addition to the annual assessment herein authorized, the Architectural Committee during its existence and by the Board of Directors of the Association thereafter, may levy a special assessment at any time deemed necessary, applicable for the current year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, or replacement of (a) any bridge or road within the Subdivision not being maintained by a public entity or (b) any property within the Subdivision conveyed to the Association by the owner thereof, and for other purposes deemed necessary by the Board of Directors of the Association to maintain or improve the Subdivision for the general benefit of the owners and occupants thereof.

34. Vote on Special Assessment: If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30) days in advance of the meeting. Twenty percent (20%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those present and voting at such meeting, a quorum being present.

35. Cleaning Lots: After thirty (30) days notice to the owner thereof, the Architectural Committee or the Property Owners Association, when activated, shall have the right to clean and clear lots of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular lot owner and for which a lien in favor of the Property Owners Association may be placed upon the property, including interest, costs, and attorneys fees. Such lien shall be treated by the Property Owners Association in the same manner as other assessments against such lot.

36. Uniform Assessments: Both annual and special assessment must be fixed at a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing and cleaning lots as authorized elsewhere in this Declaration.

37. Lien of Assessment: The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability.

38. Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

39. Duration of Restrictions: The covenants, conditions, restrictions, and limitations herein published and impressed on all lots in the subdivision shall be binding on all owners of properties in the Subdivision for a period of twenty-five (25) years from and after the date hereof and shall be automatically extended for an additional period of twenty-five (25) years unless specifically terminated by vote as hereinafter provided. At any time within six (6) months before the expiration of the first twenty-five (25) year period, any five (5) property owners in the Subdivision may call an election to be held in the Subdivision for the purpose of terminating this Declaration. At such meeting, the vote to terminate must receive a three-fourths (3/4) majority of the owners of all lots in the Subdivision. If such meeting is not called, or if such a meeting is called and the vote to terminate is less than the three-fourths (3/4) majority herein required, then this Declaration, and all covenants, conditions, restrictions, and limitations herein contained, shall be automatically extended for an additional period of twenty-five (25) years.

40. Second Extension of Declaration: Within six (6) months before the expiration of the second twenty-five (25) year period, any five property owners in the Subdivision may call an election to be held with the Subdivision for the purpose of determining whether or not the restrictions and covenants of this Declaration shall be extended beyond the end of the second twenty-five (25) year period. At such meeting the questions shall be whether or not the Declaration shall be again extended. If a majority of the vote cast in said election shall favor the continuation of the provisions of this Declaration, the results of said election shall be set forth in a written instrument which shall be signed and acknowledged by one of those who called the election and filed for record in the office of the County Clerk of Bastrop County, Texas. By the filing of such written instrument, this Declaration, and all of its terms and provisions, shall thus be extended for a third period of twenty-five (25) years. If a majority of the votes cast in said election do not favor the continuation of the limitations

and restrictions, then and in such event, all provisions of this Declaration shall be null and void upon the expiration of the second twenty-five (25) year period.

41. Further Extension: If the provisions of this Declaration are extended for a third twenty-five (25) year period, another election can be held in a similar manner to determine whether or not such provisions shall be extended for a fourth twenty-five (25) year period, with the results to be determined in the same manner as described for the third twenty-five (25) year period. Subsequent elections may be held each and every twenty-five (25) years thereafter as long as the owners of property in the Subdivision desire to continue to impose such limitations and restrictions. If no election is called at the end of the second or subsequent twenty-five (25) year period, then all provisions of this Declaration will automatically terminate at the end of such period and become null and void.

42. Amendment: The Architectural Committee as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration; provided, however, when the Architectural Committee is abolished under other provisions of the Declaration, the right of amendment shall terminate and such right shall not be exercised by the successors to the Architectural Committee.

43. Deviations: The Board of Directors of the Association may exercise a limited right to approve minor deviations from the provisions hereof without an actual amendment of the Declaration, when, in the opinion of the Board of Directors, such deviation will be beneficial to other owners of lots in the Subdivision.

44. Rights of Developer: Notwithstanding any other provisions of this Declaration, the developer or its agents shall have the following rights with respect to any unsold lot in the subdivision: (1) to locate a sales office thereon; (2) to surround such lot with a fence; (3) to place signs of good quality and reasonable size thereon; and (4) to use part or all of such lot for future road right of way. In addition, once the Property Owners Association has been activated, the Developer shall have the right to make a gift of any unsold lot to the Property Owners Association for such use as the Property Owners Association shall determine. The Property Owners Association must accept such gift if the lot is free of all encumbrances. If the lot is not free of all encumbrances, the gift may be accepted or rejected at the option of the Property Owners Association.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by a duly authorized officer this 6 day of November, 1987.

PINE VIEW ESTATES, INC.

By: Rex D. Bohls
Rex D. Bohls, President

Stat of Texas
County of Travis

This instrument was acknowledged before me on the 6 day of November, 1987, by Rex D. Bohls, President of PINE VIEW ESTATES, INC., a Texas Corporation, on behalf of said Corporation.

Dawn M. Shirley
NOTARY PUBLIC, STATE OF TEXAS
DAWN M. SHIRLEY

PRINTED NAME: Notary Public in and for The State of Texas
My Commission Expires April 12, 1989

COMMISSION EXPIRES: DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989

12.0
RESTRICT.PNV.

FILED NOV 6 1987
3110 P M

Shirley M. Shirley
COUNTY CLERK
BASTROP COUNTY, TEXAS

-7-

Any Provision Herein Which Restricts the Sale, Rental, or Use of the Described Real Property Because of Color or Race is Invalid And Unenforceable under Federal Law

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and hour stamped herein by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Bastrop County, Texas, as demanded herein by me on

Shirley M. Shirley
COUNTY CLERK
BASTROP COUNTY, TEXAS

NOV 19 1987

NOTARY SEAL

STATE OF TEXAS

DECLARATION OF LIMITATIONS AND
RESTRICTIONS FOR PINE VIEW ESTATES

1527

COUNTY OF BASTROP

PINE VIEW ESTATES, INC., a Texas Corporation, or assigns, (THE DEVELOPER) being the Owner of the surface estate of the following described real property lying and being situated in the County of Bastrop and State of Texas and being more particularly described as follows, to-wit:

Lots 45 through 50 and 66 through 70 and 109 through 115 of PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, as shown by plat recorded in Plat Book No. 2, Page 273A, Plat Records of Bastrop County, Texas, to which reference is here made, (THE SUBDIVISION)

for the purpose of carrying out a uniform plan for the development of a high class residential neighborhood, does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions, and limitations which shall apply to and become a part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in said subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

1. Property Use: Except as otherwise provided herein or as noted on the plat of the subdivision recorded in Plat Records of Bastrop County, Texas, all lots shall be used for single-family residential purposes, no lot may have more than one single-family residence thereon, and no lot or portion thereof shall ever be used for a business or commercial purpose or for carrying on a trade or profession.

a. Lots 65, 92, and 93 may be used for commercial purposes. Uses not permitted shall include vehicular, machinery, heavy equipment repair facilities, junk and wrecking yards, sexually oriented business, a business whose primary income is derived from the sale of alcoholic beverages for on-premise consumption, any business that is unlawful, manufacturing plants, any industrial business, feed lot, livestock auction facility, rendering plant, or flea market.

Any business desiring to locate on the herein described commercial lots, whether or not new construction or remodeling is involved, must first submit construction plans, if applicable, and a description of the business activities to be carried on to the Architectural Committee for approval. The Committee may consider the effect of the operation of the business on the neighborhood among other factors in making its decision. If approval is denied, the business may not locate on the affected commercial lots. Approval shall not be unreasonably or capriciously withheld.

b. Lots 65, 92, and 93 may be resubdivided by Developer at such time or times and in such manner as Developer in its sole discretion shall determine.

2. Manufactured Homes: Manufactured homes and modular homes are permitted on all lots in the subdivision. In addition, manufactured homes and modular homes must observe and comply with the following restrictions and limitations, in addition to any other restrictions and limitations contained herein, to-wit:

a. All manufactured homes must have the wheels removed and placed either on a slab or upon blocks or piers.

b. All manufactured homes must be skirted within 90 days after placement on property with masonry, plaster, a material to match the exterior siding of the residence, a material designed by the manufacturer of the home, or any other material approved by the Architectural Committee.

c. All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Labor and Standards.

d. Manufactured homes of less than 900 square feet (exclusive of garages, carports and porches) or less than 20 feet in width shall not be permitted.

e. All manufactured homes shall be of new construction unless approved in writing in advance by the Architectural Committee.

f. If a manufactured home has a front porch, the design of such porch must be approved in writing by the Architectural Committee.

It is intended hereby to delegate to the Architectural Committee control to insure the development of a high class residential area. Failure of the Architectural Committee to approve or disapprove any application required herein within thirty (30) days after receipt thereof shall be deemed for all purposes as the approval thereof.

3. Permanent Homes: All permanent homes and buildings, except for modular homes and manufactured homes, must be new construction. Each one-story home shall contain a minimum of 900 square feet of living area, exclusive of garages, carports and porches. Each two-story home shall contain a minimum of 1200 square feet of living area, exclusive of garages, carports, and porches. All plans and specifications are subject to the prior written approval of the Architectural Committee.

4. Quality Workmanship: All improvements and structures including but not limited to homes, garages, barns, fences, and other improvements shall be constructed of quality material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the subdivision as a whole. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate and none of the improvements shall be allowed to deteriorate to the detriment of the neighborhood as a whole. The Architectural Committee is hereby authorized and directed to enforce all of the provisions of this paragraph.

5. Structures: Any building, garage, carport, shed, structure, or addition to a residence, or remodeling thereof, must be of all new material and be of equal construction quality and architectural design as the residence and shall require the prior written approval of the Architectural Committee.

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7. Easement: Ten (10) feet inside of all property lines shall be preserved as a public utility easement (plus such additional space as may be required for guys or other utility pole support structure,) a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence within the area encumbered by the easement does so at his own peril since the fence will be subject to damage or removal by those entitled to use the easement.

8. Time for Completion: Any dwelling or other structure or building once commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.

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10. Septic Tanks and Water Wells: No residence shall be permitted in the subdivision unless it is served by a septic tank, sewer system or some other sewer system and a water system meeting the requirements of and approved by the Texas State Health Department. Outhouses or privies are not allowed on any lot in the subdivision.

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14. Drainage Structures and Ditches: Drainage structures under private driveways shall be constructed to Bastrop County specifications and must be constructed before any residence or other structure may be placed on the lot. Such structures, where needed, are to be installed at the expense of Buyer. Natural drainage shall not be disrupted, altered or changed without prior written approval of the Architectural Committee.

15. Storage of Trash and Weeds: No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

16. Parking: Streets shall not be used for parking except for occasional or emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the subdivision at any time.

17. Unused Vehicles: The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the subdivision. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the subdivision for more than one week. Repairing of motor vehicles, boats, or other major items of a mechanical nature shall not be permitted on any lot in the subdivision.

18. Livestock and Pets: Dogs, cats or other household pets not to exceed a total of four in number (exclusive of unweaned offspring) may be kept on any lot so long as they are not kept, bred or maintained for any commercial purpose, and so long as the lot owner is occupying such lot as his primary residence. Small numbers of poultry (excluding roosters), rabbits, or an FFA or club project such as a calf or lamb (but no pigs, hogs, or swines) may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any pen, corral, hutch, structure or enclosure of any kind must be constructed of new material and must be attractive in appearance in keeping with the general standard of improvement in the subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the subdivision. All such improvements must be located to the rear of the residence and not closer than twenty (20) feet to any property line. No such pets or animals may be kept in a way or manner or location that creates a nuisance to other property owners such as annoying noise or flies or odors or unsightly premises.

19. Animals to be Contained: All animals shall be contained within the lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owners lot.

20. Fences: No fence shall be permitted on the front part of a lot without the prior written approval of the Architectural Committee. The front portion of a lot is defined as that portion of a lot between the street right-of-way and the residence (or building set-back line if no residence exists). Chain link or barbed-wire fencing shall not be allowed on the front portion of a lot.

21. Trees: No tree six (6) inches or greater in diameter now or hereafter located on a lot shall be removed, cut-down, or in anyway damaged or destroyed, except where improvements are to be located, without the prior written approval of the Architectural Committee.

22. Signs: Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. However, signs may be used by a contractor or other builder to advertise the property during the course of construction and for a reasonable sales period thereafter.

23. Noxious Activity: No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

24. Firearms: The use or discharge of any type of firearms is expressly prohibited within the subdivision.

25. Boats and Trailers: No boats, boat trailers, travel trailers, recreational vehicles or other similar property shall be allowed to remain in the driveway, front yard, on the street, or any other location on any lot which is in view of the street except with the prior written approval of the Architectural Committee.

26. Mail Boxes: All mail boxes shall be of a type and design and placed in a location approved by the U.S. Postmaster and the Architectural Committee.

27. Enforcement of Conditions and Restrictions: Any person owning any interest in any of the tracts in said subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

28. Architectural Committee: There is hereby created and activated an Architectural Committee for the purpose of supervising, controlling and approving all construction plans, residences, structures, and other improvements to be built or placed upon any lot, and for the further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this declaration. The Committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act for the best interest of the subdivision. The initial members of the Committee shall be Rex D. Bohls, John L. Spaid, E.D. Bohls, and Morris K. Gully, Jr. If any one or more of the four members refuses or fails to serve, the remaining member or members are hereby authorized to appoint a person or persons as replacement members. In the event all of the Committee members fail, refuse or are unable to serve, then the owners of property in the subdivision shall elect a new Architectural Committee, each lot in the subdivision to have one vote in such election. Upon formation and activation of the Property Owners Association, hereinafter provided, all rights, duties and responsibilities of the Architectural Committee, except the right to amend these restrictions, shall automatically be transferred to and vested in the Board of Directors of the Property Owners Association, whereupon the Architectural Committee shall be and is hereby abolished.

29. Property Owners Association: The Pine View Property Owners Association is hereby established. Each owner of a lot in the Subdivision shall be a member of the Association. The Association shall be activated at such time as may be determined by the Developer in its sole discretion, but in no event shall such Association be activated later than thirty (30) days after the date that developer has divested itself of title to 75% or more of the lots in the subdivision. A meeting of all members of the Association shall be called within thirty days (30) following the date of the activation of the Association for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting. Each lot in the subdivision shall be entitled to one vote in the Association. When more than one person holds an interest in any one lot, all such persons shall be members of the Association but they shall collectively cast only one vote for each lot owned. The Association shall be incorporated under the Texas Non-Profit Corporation Act, shall have a Board of Directors consisting of three (3) members until otherwise determined, and shall act by majority vote in accordance with this Declaration and with the By-Laws of the Association. The By-Laws of the Association must require a meeting of all members of the Association at least annually for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting.

30. Membership in Association: Each lot owner is required to be a member of the Property Owners Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association and to be and become bound and obligated by the terms and provisions of this Declaration.

31. Obligations of Lot Owners: Each owner of a lot in the Subdivision covenants and agrees, and by acceptance of a deed to such lot is deemed to covenant and agree, to pay the Architectural Committee during its existence, and thereafter to the Association: (a) an annual assessment or charge and (b) special assessments as and when levied. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge and a lien on the lots subject to this Declaration and each shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of each lot in the Subdivision at the time the assessment was due. The Architectural Committee may establish, collect and administer all assessments prior to the formation of the Property Owners Association. From and after the activation of the Property Owners Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

32. Annual Assessments: Each lot in the Subdivision is subject to an annual maintenance charge assessed equally against all lots subject to this Declaration in an amount to be established by the Architectural Committee during its existence and by the Board of Directors of the Association thereafter. Such assessment shall be the obligation of the record owner of each lot as of January 1 of the year in which the charge is due. The amount of the annual assessment shall be determined by the levying authority at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each member of the Association. If not paid by March 1, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to twenty-five percent (25%) of the amount of the assessment.

33. Special Assessment: In addition to the annual assessment herein authorized, the Architectural Committee during its existence and by the Board of Directors of the Association thereafter, may levy a special assessment at any time deemed necessary, applicable for the current year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, or replacement of (a) any bridge or road within the Subdivision not being maintained by a public entity or (b) any property within the Subdivision conveyed to the Association by the owner thereof, and for other purposes deemed necessary by the Board of Directors of the Association to maintain or improve the Subdivision for the general benefit of the owners and occupants thereof.

34. Vot on Special Assessment: If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30) days in advance of the meeting. Twenty percent (20%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those present and voting at such meeting, a quorum being present.

35. Cleaning Lots: After thirty (30) days notice to the owner thereof, the Architectural Committee or the Property Owners Association, when activated, shall have the right to clean and clear lots of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular lot owner and for which a lien in favor of the Property Owners Association may be placed upon the property, including interest, costs, and attorneys fees. Such lien shall be treated by the Property Owners Association in the same manner as other assessments against such lot.

36. Uniform Assessments: Both annual and special assessment must be fixed at a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing and cleaning lots as authorized elsewhere in this Declaration.

37. Lien of Assessment: The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability.

38. Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

39. Duration of Restrictions: The covenants, conditions, restrictions, and limitations herein published and impressed on all lots in the subdivision shall be binding on all owners of properties in the Subdivision for a period of twenty-five (25) years from and after the date hereof and shall be automatically extended for an additional period of twenty-five (25) years unless specifically terminated by vote as hereinafter provided. At any time within six (6) months before the expiration of the first twenty-five (25) year period, any five (5) property owners in the Subdivision may call an election to be held in the Subdivision for the purpose of terminating this Declaration. At such meeting, the vote to terminate must receive a three-fourths (3/4) majority of the owners of all lots in the Subdivision. If such meeting is not called, or if such a meeting is called and the vote to terminate is less than the three-fourths (3/4) majority herein required, then this Declaration, and all covenants, conditions, restrictions, and limitations herein contained, shall be automatically extended for an additional period of twenty-five (25) years.

40. Second Extension of Declaration: Within six (6) months before the expiration of the second twenty-five (25) year period, any five property owners in the Subdivision may call an election to be held with the Subdivision for the purpose of determining whether or not the restrictions and covenants of this Declaration shall be extended beyond the end of the second twenty-five (25) year period. At such meeting the questions shall be whether or not the Declaration shall be again extended. If a majority of the vote cast in said election shall favor the continuation of the provisions of this Declaration, the results of said election shall be set forth in a written instrument which shall be signed and acknowledged by one of those who called the election and filed for record in the office of the County Clerk of Bastrop County, Texas. By the filing of such written instrument, this Declaration, and all of its terms and provisions, shall thus be extended for a third period of twenty-five (25) years. If a majority of the votes cast in said election do not favor the continuation of the limitations

and restrictions, then and in such event, all provisions of this Declaration shall be null and void upon the expiration of the second twenty-five (25) year period.

41. Further Extension: If the provisions of this Declaration are extended for a third twenty-five (25) year period, another election can be held in a similar manner to determine whether or not such provisions shall be extended for a fourth twenty-five (25) year period, with the results to be determined in the same manner as described for the third twenty-five (25) year period. Subsequent elections may be held each and every twenty-five (25) years thereafter as long as the owners of property in the Subdivision desire to continue to impose such limitations and restrictions. If no election is called at the end of the second or subsequent twenty-five (25) year period, then all provisions of this Declaration will automatically terminate at the end of such period and become null and void.

42. Amendment: The Architectural Committee as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration; provided, however, when the Architectural Committee is abolished under other provisions of the Declaration, the right of amendment shall terminate and such right shall not be exercised by the successors to the Architectural Committee.

43. Deviations: The Board of Directors of the Association may exercise a limited right to approve minor deviations from the provisions hereof without an actual amendment of the Declaration, when, in the opinion of the Board of Directors, such deviation will be beneficial to other owners of lots in the Subdivision.

44. Rights of Developer: Notwithstanding any other provisions of this Declaration, the developer or its agents shall have the following rights with respect to any unsold lot in the subdivision: (1) to locate a sales office thereon; (2) to surround such lot with a fence; (3) to place signs of good quality and reasonable size thereon; and (4) to use part or all of such lot for future road right of way. In addition, once the Property Owners Association has been activated, the Developer shall have the right to make a gift of any unsold lot to the Property Owners Association for such use as the Property Owners Association shall determine. The Property Owners Association must accept such gift if the lot is free of all encumbrances. If the lot is not free of all encumbrances, the gift may be accepted or rejected at the option of the Property Owners Association.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by a duly authorized officer this 25 day of February, 1988.

PINE VIEW ESTATES, INC.

By: Rex D. Bohls
Rex D. Bohls, President

State of Texas
County of Travis

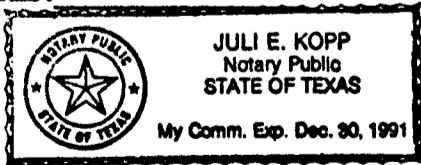
This instrument was acknowledged before me on the 25 day of February, 1988, by Rex D. Bohls, President of PINE VIEW ESTATES, INC., a Texas Corporation, on behalf of said Corporation.

Juli E. Kopp
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

COMMISSION EXPIRES:

12.0
RESTRICT.PNV.



After recording:
P.O. Box 276
Austin, TX. 78767

FILED FEB 29 1988
9:40 a M

-7-

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and time stamped herein by me, and was duly RECORDED, in the Volume and Page of the annual RECORDS of Bastrop County, Texas, as Stamped herein by me on

MAR 10 1988

Shirley Hollister
COUNTY CLERK
BASTROP COUNTY, TEXAS

Any Provision herein which restricts the Sale, Rental, or Use of the Described Real Property Because of Color or Race is Invalid And Unenforceable under Federal Law



Shirley Hollister
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS)
)
COUNTY OF BASTROP)

DECLARATION OF CHANGE IN MEMBERSHIP OF ARCHITECTUAL
COMMITTEE OF PINE VIEW ESTATES

WHEREAS, Pine View Estates is a subdivision in Bastrop County, Texas, created by plat of record in Plat Book 2, Page 273A, of the Plat Records of Bastrop County, Texas; and

WHEREAS, an architectural committee has been formed by "Declaration of Limitations and Restrictions for Pine View Estates", said Restrictions of record in Volume 443, Page 673 of the Official Records of Bastrop County, Texas; and

WHEREAS, in accordance with the terms and provisions of said Restrictions, the initial membership of said Architectural Committee may be changed by appointment of new members in the event some of the existing membership fail or refuse to serve on the Committee; and

WHEREAS, certain members no longer desire to serve on the Committee and the remaining members desire to appoint new members.

NOW THEREFORE, the undersigned hereby declare and confirm that (1) Michael A. Reeves and Steven L. Reeves have resigned from the Committee effective October 1, 1987; (2) Everett D. Bohls and John L. Spaid have been appointed by the Committee by the remaining members, Morris K. Gully, Jr. and Rex Bohls; and (3) The "First Amendment to the Declaration of Limitations and Restrictions of Pine View Estates" of record in Volume 478, Page 101 of the Official Records of Bastrop County, Texas, is hereby confirmed and ratified by the new members of Pine View Estates Architectural Committee.

EXECUTED this 8 day of March, 1988.

Rex Bohls
REX BOHLS

Everett D. Bohls
EVERETT D. BOHLS

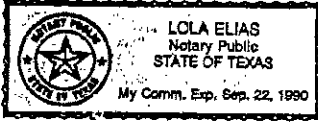
John L. Spaid
JOHN L. SPAID

Morris K. Gully, Jr.
MORRIS K. GULLY, JR.
PINE VIEW ESTATES, INC.

BY: Rex Bohls
REX BOHLS, President

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 8th day of March, 1988, by REX BOHLS, President of PINE VIEW ESTATES, INC., a Texas corporation, on behalf of said corporation.



Lola Elias
NOTARY PUBLIC, STATE OF TEXAS

Commission Expiration

Notary's Name Typed/Printed

AFTER RECORDING RETURN TO:

Rex Bohls
PO Box 276
Austin, TX 78767

PREPARED IN THE LAW OFFICE OF:

C. DANIEL WHEELUS, ESQUIRE
333 Guadalupe
210 One Republic Plaza
Austin, Texas 78701

MAR 1 6 1988

FILED

8:30 a M

Shirley Middleton

COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and hour stamped herein by me and was duly RECORDED in the Volume and Page of the annual RECORDS of Bastrop County, Texas, as Stamped herein by me on

MAR 2 4 1988



Shirley Middleton
COUNTY CLERK
BASTROP COUNTY, TEXAS

Any Provision Herein Which Restricts the Sale, Rental or Use of the Described Real Property Because of Color or Race is Invalid And Unenforceable under Federal Law.

TERMINATION OF CERTAIN DECLARATIONS OF LIMITATIONS AND RESTRICTIONS OF PINE VIEW ESTATES

4090

STATE OF TEXAS
COUNTY OF BASTROP

THAT WHEREAS, PINE VIEW ESTATES, INC., a Texas corporation, or assigns, (hereinafter referred to as "GRANTOR"), is the owner of Lots 45 through 115, PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, according to the map or plat of record in Plat Book 2, Page 273A, of the Plat Records of Bastrop County, Texas, (hereinafter referred to as the "Property", and

WHEREAS, Grantor has heretofore filed of record in Volume 482, Page 862 and Volume 495, Page 268 of the Real Estate Records of Bastrop County, Texas, certain "Declarations of Limitations and Restrictions for Pine View Estates" (hereinafter referred to as the "Declarations"); and

WHEREAS, GRANTOR and the ARCHITECTURAL COMMITTEE created by the Declarations now desire, in the interest of further carrying out a plan for the improvement and development of the Property, to terminate said Declarations;

THEREFORE, GRANTOR and the ARCHITECTURAL COMMITTEE hereby terminate the Declarations and warrant them to be of no further force and effect.

GRANTOR, shall file of record a separate Declaration of Restrictive Covenants and shall create a separate Architectural Control Committee with respect to the Property.

EXECUTED this 15th day of June, 1979.

PINE VIEW ESTATES, INC.

PINE VIEW ARCHITECTURAL COMMITTEE

BY: Rex Bohls, President

BY: Rex Bohls

BY: Everett D. Bohls

BY: John L. Spaid

BY: Morris K. Gully, Jr.

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me this 15th day of June, 1979, by REX BOHLS, EVERETT D. BOHLS, JOHN L. SPAID AND MORRIS K. GULLY, JR. of the PINE VIEW ARCHITECTURAL COMMITTEE, on behalf of said committee and REX D. BOHLS, President of PINE VIEW ESTATES, INC., a Texas corporation, on behalf of said corporation.

AFTER RECORDING RETURN TO:

Pine View Estates, Inc.
P.O. Box 276
Austin, Texas 78767

Notary Public, State of Texas
LOLA WILLIAMS
Notary Public, State of Texas
My Commission Expires Sept. 22, 1990

12.0
TERM-RES.PVE

FILED JUN 15 1989 3:20 P M

Shirley Haldeman
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was filed on the date and in the manner herein by me and was duly RECORDED in the Volume and Page of the said RECORDS of Bastrop County, Texas, as indicated herein by me on

JUN 2 1989

Shirley Haldeman
COUNTY CLERK
BASTROP COUNTY, TEXAS

Any Provisions herein which restrict the sale, rental, or use of the described Real Property because of Color or Race is Void and Unenforceable under Federal Law

OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
PINE VIEW ESTATES

STATE OF TEXAS |
COUNTY OF BASTROP |

This Declaration of Covenants, Conditions, and Restrictions is made on the date hereinafter set forth by Pine View Estates, Inc., a Texas corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property to be known as Lots 45 through 115 of PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, as shown by plat recorded in Plat Book 2, Page 273-A, Plat Records of Bastrop County, Texas (herein sometimes referred to as the "Subdivision"), and

WHEREAS, it is the desire of Declarant to impose certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of all such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Subdivision, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said land, which reservations, easements, covenants, restrictions and conditions shall run with said land and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01. "Declarant" shall mean and refer to Pine View Estates, Inc., and its successors and assigns. All persons or entities acquiring more than one (1) developed Lot from the Declarant for purposes of construction and sale of a residential structure are herein referred to as a "Builder."

Section 1.02. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property.

Section 1.03. "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.

Section 1.04. "Property" shall mean and refer to that certain real property comprising the Subdivision land described on Page 1 and any additional property made subject to the terms hereof pursuant to the provisions set forth herein.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01. Recorded subdivision map of the Property. Declarant has recorded subdivision maps or plats of the Property (the "Plats"), which Plats will dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof, and such recorded subdivision map of the Property will further establish certain restrictions applicable to the Property including, without limitation, certain minimum set-back lines. All dedications, restrictions and reservations created herein or shown on the Plats, replats or amended Plats of the Subdivision hereafter recorded shall be incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02. Easements. Declarant reserves for public use the easements and rights-of-way to be shown on the Plats of the Property for the purpose of constructing, maintaining and repairing a system or systems of drainage, electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Property. Notwithstanding anything to the contrary contained in this Section 2.02., no drainage, sewers, electrical lines, water lines, or other utilities may be installed on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Architectural Control Committee as hereinafter defined. Should any utility furnishing a service covered by the general easement herein provided request a

specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees and flowers or any other property of the Owner on the land covered by said easements.

Section 2.03. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Property by deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

ARTICLE III

USE RESTRICTIONS

Section 3.01. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only and not to exceed two (2) stories and thirty-five (35) feet in height, with private off-street parking facilities for not less than two (2) or more than four (4) cars. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than one (1) car or more than three (3) cars, which garage shall be available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by the Builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, manufactured homes, or trailers being placed on said Lots, or the use of said Lots for duplex houses, garage apartments, apartment houses, rooming houses, hotels, or communes; and no Lot shall be used for business,

educational, religious, institutional, or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes except Lots 65, 92 and 93 which shall be designated as "Commercial" which will allow such commercial business as the Architectural Control Committee shall approve. Declarant reserves the right to resubdivide the Commercial lots. No building of any kind or character shall ever be moved onto any Lot within said Subdivision. A minimum of twenty-five (25%) percent of the first floor wall area to the top of the first floor window height shall be of "masonry" (defined herein as brick, brick veneer, stone or stucco). Windows, doors and other openings enclosed by masonry shall constitute a portion of the first floor wall area. All first floor side walls of each dwelling structure situated on a corner lot which faces or fronts on side streets shall be composed of masonry.

Section 3.02. Minimum Square Footage within Improvements. The living area of the main residential structure located on any Lot, exclusive of porches, basements, and parking facilities, shall be not less than one thousand two hundred (1200) square feet. For two (2) story structures, the total living area shall be not less than fifteen hundred (1500) square feet with the first floor being not less than 900 square feet.

Section 3.03. Sidewalks and Driveways. The plans and specifications for any residential building to be constructed on a Lot shall provide for a concrete or asphalt driveway between the street and the garage for such building.

Section 3.04. Location of the Improvements upon the Lot. No residential structure, carport or any other improvements shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building set-back lines shown on the Plats or any replat or amended Plats or Deed. The minimum rear yard set back shall be twenty (20) feet, exclusive of any easements. Subject to applicable zoning laws, for purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a residential structure or other improvement. The main residential structure on any Lot shall face the front of the Lot.

Section 3.05. Prohibition of Offensive Activities. Without enlarging the permitted uses of the Lots, no activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes (except as outlined in Section 3.01). No noxious, offensive, or illegal activity of any sort shall be permitted nor shall anything be done on any Lot

which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the Subdivision and the lighting effects utilized to display the model homes. The use of neon lights shall be prohibited. No exterior speaker, horn, whistle, bell or other sound device except security devices used exclusively for security purposes, shall be located, used or placed on a Lot. The Architectural Control Committee shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, without limitation, include (1) the performance of work on vehicles, equipment or any other personal property in driveways, front yards or streets abutting Lots, (2) the use or discharge of firearms, firecrackers or other fireworks within the Property, (3) the storage of flammable liquids in excess of five gallons, (4) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion, or (5) activities which affect adversely the health, safety, or property values of the Owners in the Subdivision.

Section 3.06. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage buildings or children's playhouses, provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Property as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities. Builders may exercise the rights reserved to Declarant in this Section 3.06.

Section 3.07. Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, trailer, camper, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of any Lot, public or private road or street, easement, or right-of-way unless such vehicle or object

is completely concealed from public view from any other lot or public street. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt. No vehicle shall be parked on a yard or in a manner that obstructs or blocks a public sidewalk. No vehicle may be repaired on a Lot where such vehicle is not concealed inside a garage or other approved enclosure.

This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 3.08. Mineral Operations and Excavation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. It is specifically agreed that lot owners shall not excavate, remove or sell the soil nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same, and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth.

Section 3.09. Animal Husbandry. No animals, livestock, bees or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. No more than two (2) of each type animal shall be kept as household pets. No resident of any Lot shall permit any dog, cat, or other domestic pet under his ownership or control to leave such resident's Lot unless leashed and accompanied by a member of such resident's household. Each Lot shall be maintained in a sanitary condition free of offensive or unsanitary accumulations of pet waste by the Owner of the Lot.

Section 3.10. Walls, Fences and Hedges. The side and rear of each lot may be enclosed by a fence. All fences shall be approved in advance by the Architectural Control Committee. Fences on the side of the lots may not extend nearer the front Lot line than the walls of the dwelling existing on such Lot. No hedge in excess of three (3') feet in height, wall or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six (6') feet high.

Section 3.11. Visual Obstruction at the Intersections of Public Streets. No planting or object which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 3.12. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof out in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials, equipment or other items except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: The drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall be kept in a clean and sanitary container. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time of construction so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event of default on the part of the

Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, may without liability to Owner or any occupants, but without being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or to do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The Owner shall maintain the fencing allowed under Section 3.10 of this Declaration, including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position. Fences may not be painted or stained if such painting or staining will substantially alter the color of new or weathered cedar fencing.

Section 3.13. Signs, Advertisements, Billboards. Except for signs owned by Declarant, Builders advertising their model homes during the period of original construction and sale, and owner home sales; no sign, advertisement or billboard, or advertising structure of may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, and the Architectural Control Committee, will have the right to remove any sign, advertisement or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with respect to such removal.

Section 3.14. Antennas and Flagpoles. No antenna or device of any type for receiving or transmitting signals (electronic or otherwise) shall be erected, constructed, placed or permitted to remain on the exterior of any houses, garage or buildings constructed on any Lot; nor shall any free standing antenna of any style be permitted to remain on any Lot. T.V. antennas will be allowed until cable service is available, at which time these antennas must be removed. No flagpole shall be permanently erected on any Lot (other than Lots on which model homes are constructed and the entry way and the Lots adjacent thereto), unless prior written approval has been granted by the Architectural

Control Committee. TV satellite reception discs shall be screened by a fence or other similar facility so as to conceal them from view of any other Lot or public street.

Section 3.15. Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

Section 3.16. Solar Collectors. No solar collector shall be installed without the prior written approval of the Architectural Control Committee. Such installation shall be in harmony with the design of the residence. When reasonably possible, solar collectors shall be installed in a location not visible from the public street in front of the residence.

Section 3.17. Carports. No carports shall be erected or permitted to remain on any Lot without the express prior written approval of the Architectural Control Committee. Said approval will be denied unless the carport is shown to be an integral part of the residence and construction using the same design, color and materials as the residence uses.

Section 3.18. Garage Doors. Garage Doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.

Section 3.19. Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried in the streets or into any body of water.

Section 3.20. Residences and Improvements Damaged by Fire or Other Casualty. Any buildings or other Improvements within the Subdivision that are destroyed partially or totally by fire, storm, or any other casualty, shall be repaired or demolished within a reasonable period of time, and the Lot and improvements thereon, as applicable, restored to an orderly and attractive condition.

Section 3.21. Concealment of Items. Any enclosures or items incidental to the normal residential requirements of a typical family including, but not limited to, storage sheds, pet enclosures, butane tanks and children's items shall be located to the rear of the residence and concealed from view from any other lot or public street.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.01. Approval of Building Plans. No building, garage, driveway or sidewalk shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, driveway and sidewalk, have been approved in writing by the Architectural Control Committee composed of three (3) or more representatives appointed by the Declarant (the "Architectural Control Committee" or "Committee"). Approval by the Architectural Control Committee, as applicable, shall be granted or withheld based on matters of compliance with the provisions of this Declaration, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. In the event said Architectural Control Committee, as applicable, fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of all required documents, including, without limitation, three (3) sets of plans and specifications for all proposed construction to be done on such Lot, plot plans showing the location of the improvements on the Lot and dimensions of all proposed walks, sidewalks, driveways, curb cuts and all other matters relevant to architectural approval, approval will not be required and the requirements of this Section 4.01 will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve or disapprove the construction or alteration of any improvement on any Lot, and its judgement shall be final and conclusive. No member of the Committee or its designated representatives, as herein defined, shall be entitled to any compensation for services performed pursuant to this Section 4.01.

Section 4.02. Committee Membership. The Architectural Control Committee members shall be three (3) or more in number and shall be appointed by the Declarant. At any time, the then record owner(s) of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any such powers and duties. When the majority of the lots are no longer owned by Declarant or assigns then at least once every two years an election will be held, to vote in new members, by all the then current owners of the lots. Written notice shall be mailed at least 30 days in advance and each

owner may cast one vote for each lot owned either by proxy or in person on the designated election day. The written notice will include designation of the place for voting in person, and a majority of votes cast, in person or by proxy, shall be sufficient to elect members of the Architectural Control Committee.

Section 4.03. Replacement. In the event of death or resignation of any member of members of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted, or to designate a representative with like authority.

Section 4.04. Minimum Construction Standard. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be limited hereby.

Section 4.05 Inspections. In order to control the quality of construction and to reasonably insure that all residential construction (including the construction of the residence and all improvements on the Lot) are constructed in accordance with (a) the Plats or any replats, (b) this Declaration, (c) City of Bastrop regulations, (d) minimum acceptable construction standards as promulgated from time to time by the Architectural Control Committee, (e) Architectural Control Committee regulations and requirements, and (f) the Architectural Control Committee external design criteria, the Architectural Control Committee or its representatives may conduct certain building inspections of the improvements being constructed by the Owners in accordance with inspection procedures established from time to time by the Architectural Control Committee.

Section 4.06. Effect of Approval by Committee. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion, by the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and Plats. Such approval shall not constitute any nature of waiver or estoppel either as to the person expressing such approval or any other person in the event that such

building and/or improvements are not constructed in accordance with such plans and specifications and Plats; or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and Plats, but nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.07 Variances. The Architectural Control Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Architectural Control Committee, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. If any such variances are granted, no violation of the provision of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot and the Plats.

Section 4.08. Noncompliance. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any residential construction has been done without obtaining the approval of the Architectural Control Committee or was not done in conformity with the approved plans and specifications and Plats, the Architectural Control Committee shall notify the Owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Architectural Control Committee received a written notice from the Owner of the completion of such Owner's residential construction or improvements (the "Notice of Completion"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the compliance. If, for any reason other than the Owner's act or neglect, the Architectural Control Committee fails to notify the Owner

of any noncompliance within sixty (60) days after receipt by the Architectural Control Committee of the Notice of Completion, the improvements constructed by such Owner on the Lot shall be deemed in compliance if such improvements were, in fact, completed as of the date of Notice of Completion. If, however, the Architectural Control Committee issues a Notice of Noncompliance, the Owner shall cure the noncompliance within a period of not more than forty-five (45) days from date of receipt by the Owner of such Notice of Noncompliance. If the Owner does not cure the noncompliance within forty-five (45) days after receipt of the Notice of Noncompliance or commence to cure such noncompliance in the case of a noncompliance which cannot reasonably be expected to be cured within forty-five (45) days (provided that such Owner diligently continues the curing of such noncompliance) the Architectural Control Committee may pursue other means as described under Section 6.04, as it deems necessary.

Section 4.09. No Implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Architectural Control Committee of any such residential construction shall not be deemed to be approval of any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or otherwise.

Section 4.10. Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements.

ARTICLE V

ANNEXATION OF ADDITIONAL PROPERTY

Section 5.01. Annexation. Additional residential property and Common Area outside of the Property may be annexed into the Subdivision covered by this Declaration, and become subject to the jurisdiction and benefit of these Covenants, Conditions and Restrictions. Residential property outside of the Property described herein may be annexed into the subdivision by the Declarant without the consent of the Owners.

GENERAL PROVISIONS

Section 6.01. Term. The provisions hereof shall run with the Property and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a majority of the then Owners of the Lots, has been recorded agreeing to change or terminate said Declaration in whole or in part.

Section 6.02. Amendments. This Declaration may be amended or terminated at any time by the written agreement of 60% of the Owners, each such Owner being entitled to cast one vote per lot owned. Written notice shall be given at least thirty (30) days in advance of an election and all owners may either cast their votes in person or by proxy.

Section 6.03. Amendments by the Declarant. The Declarant (but not the Builders) shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein or to bring this Declaration into compliance with FHA, VA or any other governmental financing entity regulations, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his Mortgagee.

Section 6.04 Enforcement. In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration or the standards and guidelines adopted by the Architectural Control Committee by an Owner, his family, guests, lessees or licensees shall authorize the Committee (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (c) below) to avail itself of any one or more of the following remedies:

- (a) The imposition of a special charge not to exceed Fifty Dollars (\$50.00) per violation, or

- (b) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Committee with respect to the exercise of such remedy, or
- (c) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

Before the Committee may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Committee's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Committee, the Declarant, or of any owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 6.05. Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 6.06. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 6.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, and the Declarant and their respective heirs, executors, and administrators, successors and assigns. Further, at such time as Declarant owns less than 10% of the total number of lots in the Property, Declarant shall only have the rights of an Owner hereunder.

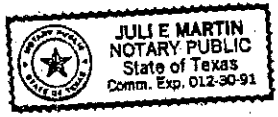
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand as of the 15 day of June, 1989.

By: Rex D. Bohls
Rex D. Bohls
President
Pine View Estates, Inc.

THE STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on the 15 day of June, 1989, by Rex D. Bohls, President of Pine View Estates, Inc.

Juli E. Martin
Notary Public in and for the State of Texas



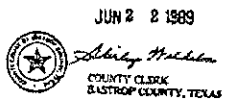
Type/Print Name of Notary Public _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:

Rex D. Bohls
P.O. Box 276
Austin, Texas 78767

FILED JUN 15 1989
3:20 P M
Shirley McMillan
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that the instrument was FILED on the date and time recorded herein by me and was duly RECORDED in the Volume and Page of the general RECORDS of Bastrop County, Texas, as Shown herein by me on



12.0
REST-2.PVE

Any Provision Herein Which Restricts the Sale, Rental, or Use of the Described Real Property Because of Color or Race is Invalid and Unenforceable under Federal Law

SIXTH AMENDMENT TO THE DECLARATION OF LIMITATIONS
AND RESTRICTIONS OF PINE VIEW ESTATES

STATE OF TEXAS) ()
COUNTY OF BASTROP) ()

THAT WHEREAS, Robert B. Kavieff, DDS, MSD, Profit Sharing Trust, and Robert B. Kavieff, DDS, MSD, Pension Trust (hereinafter referred to as Grantor) are the owners of all the remaining unsold lots in the surface estates forming PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, according to the map or plat of record plat book 2 page 273 A of the Plat records of Bastrop County, Texas (hereinafter referred to as the Subdivision); and

WHEREAS, Grantor's predecessor in title has heretofore filed of record in Volume 443, Page 673, of the Real Estate Records of Bastrop County, Texas, a "Declaration of Limitations and Restrictions for Pine View Estates" (hereinafter referred to as the Declaration); and

WHEREAS, an architectural committee has been formed by "Declaration of Limitations and Restrictions for Pine View Estates" said restrictions of record in Volume 443, Page 673 of the Official Records of Bastrop County, Texas; and

WHEREAS, Grantor's predecessor, Pine View Estates, Inc., a Texas corporation has no interest whatsoever in Pine View Estates Subdivision be it resolved that the Grantor designates a new architectural committee composed of Robert B. Kavieff and Terri L. Kavieff and Mark Martich, respectfully; and

WHEREAS, Paragraph 42 of the Declaration of Limitations and Restrictions for Pine View Estates states that recorded in Volume 443, Page 673, Volume 482, Page 868, Volume 495, Page 274, and Volume 343, Page 237, Section 6.03 respectively that the Architectural Committee as herein constituted shall have the authority to amend this declaration by filing and recording such changes in the same manner as this declaration.

WHEREAS, Grantor and the Architectural Committee created by the declaration now desire in the interest of further carrying out a plan for the improvement and development of the Pine View Estates Subdivision, to amend the said Declaration;

THEREFORE, Grantor and the Architectural Committee hereby amend the Declaration as follows, to-wit:

WHEREAS, Grantors predecessor in the title has created separate Architectural Committees for Lots 1 through 44 along with Lots 116 through 162 in separation from Lots 45 through 115 in the first amendment to the Declaration of Limitations and Restrictions filed of record in Volume 478, Page 101 of the Real Estate Records of Bastrop County, Texas, be it resolved that a singular Architectural Committee shall be responsible and maintain jurisdiction and control for all lots in Pine View Estates Subdivision;

WHEREAS, the lots purchased from the predecessor, Pine View Estates, Incorporated, under the then existing Declaration of Limitations and Restrictions with homes on the premises, shall continue to be directed by those restrictions describing the use of the lots in Paragraph two (2), Pages 673 and 674 of the Declarations of Limitations and Restrictions for Pine View Estates (Lots: 7, 8, 12, 28, 29, 30, 31, 128, 133, 145, and 155 respectively.)

THEREFORE, be it resolved that outside the previously described use of all lots in Paragraph two (2) Volume 443, pages 673 and 674, all the following amendments and declarations shall apply to all lots in the Pine View Estates Subdivision.

6081

VOL 643 PAGE 762

W I T N E S S E T H :

WHEREAS, it is the desire of the Declarant to impose certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of all such property and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Subdivision and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of carrying out a uniform plan for the development of a high class residential neighborhood, does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions and limitations which shall apply to and become part of all contracts of sale, contracts for deeds, deeds and other legal instruments whereby title or possession to any lot in said subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and inure to the benefit of all the parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrators, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1.01 "Declarant" shall mean and refer to Pine View Estates and its successors and assigns.

Section 1.02 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.

Section 1.03 "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 as merely security for the performances of an obligation.

Section 1.04 "Property" shall mean and refer to that certain real property comprising the Subdivision land described on Page 1 and any additional property made subject to the terms hereof pursuant to the provisions set forth herein.

ARTICLE II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded subdivision map of the property. Declarant has recorded subdivision maps or plats of the property (the "Plats"), which Plats will dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof, and such recorded subdivision, map of the property will further establish certain restrictions applicable to the property including, without limitation, certain minimum set-back lines. All dedications, restrictions and reservations created herein or shown on the Plats, replats or amended Plats of the subdivision hereafter recorded shall be incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof whether specifically referred to therein or not.

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Section 2.02 Easements. Declarant reserves for public use the easements and rights-of-way to be shown on the Plats of the property for the purpose of constructing and maintaining and repairing a system or systems of drainage, electric lighting, electric power, telegraph and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the property. Notwithstanding anything to the contrary contained in this Section 2.02, no drainage, sewers, electrical lines, water lines or other utilities may be installed on said property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Architectural Committee as hereinafter defined. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, Declarant shall have the right to grant such easement of said property without conflicting with the terms hereof. Neither Declarant or any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants; to fences, shrubbery, trees and flowers or any other property of the Owner on the land covered by said easements.

Sections 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the property by deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes. Ten (10) feet inside of all property lines shall be preserved as a public utility easement (plus such additional space as may be required for guys or other utility pole support structure,) a drainage easement or any other easement which would be beneficial to the common good. Any lot owner installing a fence within the area encumbered by the easement does so at his own peril since the fence will be subject to damage or removal by those entitled to use the easement. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their lots which are utilized for, or service other lots, but each owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

ARTICLE III USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any lot other than one detached single family dwelling used for residential purposes only and not to exceed two (2) stories and twenty-five (25) feet in height, with private off street parking facilities for not less than two (2) or more than four (4) cars. As used herein, the term "residential purposes" shall be construed to prohibit trailers or recreational vehicles being placed on said lots, or the use of said lots for duplex houses, garage apartments, apartment houses, rooming houses, hotels or communes; and no lot shall be used for business, educational, religious, institutional or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes except for Lots 65, 92 and 93 which shall be designed as "Commercial" which will allow such commercial business as the Architectural Committee shall approve. Declarant reserves the right to re-subdivide the Commercial lots.

Section 3.02 Manufactured Homes. Manufactured homes and modular homes are permitted on all lots in the Subdivision. In addition, manufactured homes and modular homes must observe and comply with the following restrictions and limitations in addition to any other restrictions and limitations contained herein, to-wit; a) All manufactured homes must be skirted within 90 days after placement on property with masonry, or any other materials approved by the Architectural Committee.

c) Manufactured homes of less than 1000 square feet (exclusive of garages, carports and porches) or less than 24 feet in width shall not be permitted. d) All manufactured homes shall be of new construction unless approved in writing in advance by the Architectural Committee. e) If a manufactured home has a front porch, the design of such porch must be approved in writing by the Architectural Committee.

It is intended hereby to delegate to the Architectural Committee, control to insure the development of a high class residential area. Failure of the Architectural Committee to approve or disapprove any application required herein within thirty (30) days after receipt thereof shall be deemed for all purposes as the approval thereof.

Section 3.04 Permanent Homes. All permanent homes and buildings must be of new construction. Each one-story home shall contain a minimum of 1000 square feet of living area, exclusive of garages, carports and porches. Each two-story home shall contain a minimum of 1500 square feet of living area, exclusive of garages, carports and porches. All plans and specifications are subject to prior written approval of the Architectural Committee.

Section 3.05 Sidewalks and Driveways. The plans and specifications for any residential building to be constructed on a lot shall provide for a gravel, concrete or asphalt driveway between the street and the home and may not be less than ten (10) feet in width and shall be maintained in good condition.

Section 3.06 Setback Requirements. No buildings or structures of any nature shall be located on any lot closer than ten (10) feet to any side of the property line. The minimum rear yard setback shall be twenty (20) feet, exclusive of any easements. Subject to applicable zoning laws, for purposes of this covenant, eaves, steps and open porches shall not be considered part of a residential structure or other improvements. The main residential structure in any lot shall face the front of the lot. Variations from this requirements may be granted in individual cases where tract size, topography or septic system makes this requirement impractical, but in any such variation, must have prior written approval of the Architectural Committee.

Section 3.07 Trees. No trees six (6) inches in diameter, now or hereinafter located on a lot shall be removed, cut down, or in any way destroyed or damaged, except where improvements are to be located or for entrance to placement of the home, without prior written approval of the Architectural Committee.

Section 3.08 Time for Completion. Any dwelling or other structure or building once commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six (6) months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.

a) Quality Workmanship. All improvements and structures including but not limited to homes, garages, barns, fences and other improvements shall be constructed of quality material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the subdivision as a whole. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate and none of the improvements shall be allowed to deteriorate to the detriment of the neighborhood as a whole. The Architectural Committee is hereby authorized and directed to enforce all of the provisions in this paragraph.

b) Structures. Any building, garage, carport, shed, structure or addition to a residence, or remodeling thereof, must be of all new materials and be of equal construction quality and architectural design as the residence and shall require the prior written approval of the Architectural Committee.

c) Septic Tanks and Water Wells. No residence shall be permitted in the subdivision unless it is served by a septic tank, sewer system or some other sewer system and a water system meeting the requirements of and approved by the Texas State Health Department. Outhouses or privies are not allowed on any lot in the subdivision.

d) Repair and Upkeep. All residences and buildings must be kept in good state of repair and must be painted or otherwise restored when necessary to preserve the attractiveness thereof.

e) Fascia. Fascia must be installed on any structure attached to a residence such as a carport, garage, awning, patio cover or porch; so that as to match the fascia of the residence.

Roof. Roofing material on any structure attached to or adjacent from the home, if visible from any street, must match the roofing material of the residence to which it is adjacent. Composition asphalt roll roofing and corrugated sheet metal shall not be used as a roof on any residence or other structure if visible from any street in the subdivision, without the prior written approval of the Architectural Committee. No tires, weights or other items designed or intended for the purpose of holding down the roof will be placed on top of any structure.

g) Drainage Structures and Ditches. Drainage Structures under private driveways shall be constructed to Bastrop County specifications and must be constructed before any residence or other structures may be placed on the lot. Such structures, where needed, are to be installed at the expense of the Buyer. Natural drainage shall not be disrupted, altered or changed without the prior written approval of the Architectural Committee.

Section 3.09 Parking. Streets shall not be used for parking except for occasional or emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the subdivision at any time.

Section 3.10 Prohibition of Offensive Activities. Without enlarging the permitted uses of the lots, no activity, whether for profit or not, shall be carried on any lot which is not related to single family residential purposes (except as outlined in section 3.01). No noxious, offensive or illegal activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes. The use of neon lights shall be prohibited. No exterior speaker, horn, whistle, bell or other sound device except security devices used exclusively for security purposes, shall be located, used or placed on a lot. The Architectural Committee shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, without limitations, include: 1) The performance of work on vehicles, equipment or any other personal property in driveways, front yards or streets abutting lots. 2) The use or discharge of firearms, firecrackers or other fireworks within the property. 3) The storage of flammable liquids in excess of five (5) gallons. 4) Other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion. 5) Activities which affect adversely the health, safety or property values of the owners in the Subdivision. 6) The storage of propane for heating is exempt from this rule, provided that the tanks are not visible from the street.

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Section 3.11 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used in any lot at any time as a residence, or, for any other purpose. With the exception of lawn storage buildings or children's playhouses; provided however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Property as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements on the property. Such facilities may include but not necessarily be limited to the sales and construction offices, storage areas, model units, signs and portable toilet facilities. Builders may exercise the rights reserved to Declarant in this Section.

Section 3.12 Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, trailer, camper, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored for longer than forty-eight (48) hours time or on a semi-permanent or daily basis on any part of any lot, public or private road or street, easement or right-of-way unless such vehicle or object is completely concealed from public view from any other lot or public street. Passenger automobiles, passenger vans, motorcycles or pick-up trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt. No vehicle shall be parked on a yard or on a manner that obstructs or blocks a public sidewalk. No vehicle may be repaired in a lot where such vehicle is not concealed inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 3.13 Mineral Operations and Excavation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation or shafts be permitted upon in or on any lot. No derrick or other structures designed for the use of boring oil or natural gas shall be erected, maintained or permitted upon any lot. It is specifically agreed that lot owners shall not excavate, remove or sell the soil, or cut sell or remove timber other than necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same, and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth.

Section 3.14 Animal Husbandry. No animals, livestock, bees or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other owners. No more than two (2) of each type of animal shall be kept as household pets. No resident of any lot shall permit any dog, cat or other domestic pet under his ownership or control to leave such resident's lot unless leashed and accompanied by a member or such resident's household. Each lot shall be maintained in a sanitary condition free of offensive or unsanitary accumulations of pet waste by the owners of the lots.

Section 3.15 Wall, Fences and Hedges. The side and rear of each lot may be enclosed by a fence. All fences shall be approved in advance by the Architectural Committee. Fences in the side of the lots may not extend nearer the front lot line than the walls of the dwelling existing in such lot. No hedge in excess of three (3) feet in height, wall or fence shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet high.

Section 3.16 Visual Obstruction at the Intersections of Public Streets. No planting or object which obstructs the sight lines at elevation between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 3.17 Lot Maintenance. The owners or occupants of all lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials or equipment or other items except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: The drying of clothes, yard equipment, wood piles or storage piles which are incident to normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall be kept in a clean and sanitary container. New building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time of construction so long as the construction progresses without any undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot. In the event of default on the part of the owners or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, may without liability to owner or occupants, but without being under any duty to do so, in trespass or otherwise, enter upon said lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or to do any other thing necessary to secure compliance with this declaration, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The owner or occupants, as the case may be, agrees by the purchase or occupation of the lot to pay such statement immediately upon receipt thereof. The owner shall maintain the fencing allowed under Section 3.15 of this declaration, including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position. Fences may not be painted or stained if such painting or staining will subsequently alter the color of new or weathered cedar fencing.

Section 3.18 Signs, Advertisements, Billboards. Except for signs owned by Declarant, Builders advertising their model homes during the period of original construction and sale, and owner home sales; no sign, advertisement, billboard or advertising structure may be erected or maintained on any lot in said subdivision. Declarant, or its assigns and the Architectural Committee will have the right to remove any sign, advertisement, billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with respect to such removal.

Section 3.19 Antennas and Flagpoles. No antenna or device of any type for receiving or transmitting signals (electronic or otherwise) shall be erected, constructed, placed or permitted to remain on the exterior of any houses, garage or buildings constructed on any lot; nor shall any free standing antenna of any style be permitted to remain on any lot. T.V. antennas will be allowed until cable service is available, at which time these antennas will be removed. T.V. satellite reception discs shall be screened by a fence or similar facility so as to conceal them from view of any other lot or public street.

Section 3.20 Wind Generators. No wind generators shall be erected or maintained in any lot if said wind generator is visible from any other lot or public street.

Section 3.21 Solar Collectors. No solar collector shall be installed without the prior written approval of the Architectural Committee. Such installation shall be in harmony with the design of the residence. When reasonably possible, solar collectors shall be installed in a location not visible from the public street in front of the residence.

Section 3.22 Carports. No carports shall be erected or permitted on any lot without the written approval of the Architectural Committee. Said approval will be denied unless the carport is shown to be an integral part of the residence and construction using the same design, color and materials as the residence uses.

Section 3.23 Garage Doors. Garage doors visible from any street shall be kept in the closed position when the garage is not being used by the owner or occupant.

Section 3.24 Control of Sewage Effluent. No outside toilets will be permitted and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being discharged.

Section 3.25 Residences and Improvements Damaged by Fire or Other Casualty. Any buildings or other improvements within the subdivision that are destroyed partially or totally by fire, storm or any other casualty, shall be repaired or demolished within a reasonable period of time, and the lot and improvements thereon, as applicable, restored to an orderly and attractive condition.

Section 3.26 Concealment of Items. Any enclosures or items incidental to the normal residential requirements of a typical family including, but not limited to, storage sheds, pet enclosures, butane tanks and childrens items, should be located to the rear of the residence and concealed from any public street.

ARTICLE IV
ARCHITECTURAL COMMITTEE

Section 4.01 Architectural Committee. There is hereby created and activated an Architectural Committee for the purpose of supervising, controlling and approving all construction plans, residences, structures and other improvements to be built or placed upon any lot, and for the further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this declaration. The committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act in the best interest it deems appropriate and to act in the best interest of the subdivision.

The Architectural Committee shall be two (2) or more in number and shall be appointed by the Declarant. The members of this committee shall be Robert B. Kavieff, and Terri L. Kavieff and Mark Martich. In the event all the committee members fail, refuse or are unable to serve, then this right shall be transferred to their successors and assigns.

Section 4.02 Replacement. In the event of death or resignation of any member of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plat plans submitted, or to designate a representative with like authority.

The Declarant or its successors or assigns shall retain through the Architectural Committee its rights, duties and responsibilities for the development of Pine View Estates. At the discretion of the Declarant, the rights, duties and responsibilities of the Architectural Committee except the right to amend these restrictions shall be transferred to the Board of Directors and the Property Owners Association hereinafter provided.

Section 4.03 Approval of Building Plans. No buildings, garage, fences, driveway or sidewalk shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure, driveway and sidewalk have been approved in writing by the Architectural Committee. Approval by the Architectural Committee, as applicable, shall be granted or withheld based on matters of compliance with the provisions of this Declaration, quality of materials, harmony of external design with the existing proposed structures and location with respect to topography and finished grade elevation. In the event said Architectural Committee, as applicable, fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of all required documents, including without limitation, two (2) sets of plans and specifications for all proposed construction to be done on such lot, plat plans showing the location of the improvements on the lot and dimensions of all proposed walks, sidewalks, driveways, curb cuts and all other matters relevant to architectural approval, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Committee shall have full and complete authority to approve or disapprove the construction or alteration of any improvement on any lot and its judgement shall be final and conclusive. No member of the committee or its designated representatives, as herein defined shall be entitled to any compensation for services performed pursuant to this Section.

Section 4.04 Inspections. In order to control the quality of construction and reasonably insure that all residential construction (including the construction of the residence and all improvements on the lot) are constructed in accordance with (a) the plats or any replats. (b) this declaration. (c) City of Bastrop regulations. (d) minimum acceptable construction standards as promulgated from time to time by the Architectural Committee. (e) Architectural Committee regulations and requirements and (f) the Architectural Committee external design criteria; the Architectural Committee or its representatives may conduct certain building inspection procedures established from time to time by the Architectural Committee

Section 4.05 Effect of Approval by the Committee. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plats. Such approval shall not constitute any nature of waiver or estoppel whether as to the person expressing such approval or any other person in the event that such building and/or such improvements are not constructed in accordance with such plans and specifications and plats; or in the event that such building and/or such improvements are constructed in accordance with such plans and specifications and plats, but nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.06 Variances. The Architectural Committee may authorize variances from compliance with any of the provisions of this declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Architectural Committee, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Committee. If any such variances are granted, no violation of the provision of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted, provided however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the lots and plats.

Section 4.07 Noncompliance. If as a result of inspections or otherwise, the Architectural Committee finds that any residential construction has been done without obtaining the approval of the Architectural Committee or was not done in conformity with the approved plans and specifications and plats, the Architectural Committee shall notify the owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) after the Architectural Committee received a written notice from the owner, of the completion of such owners residential construction or improvements (the "Notice of Completion"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the owner to take such action as may be necessary to remedy the compliance.

If, for any reason other than the Owners act or neglect the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after the receipt by the Architectural Committee of the Notice of Completion, the improvements constructed by such owner shall be deemed in compliance if such improvements were, in fact, completed as of the date of Notice of Completion. If however, the Architectural Committee issues a Notice of Noncompliance, the owner shall cure the noncompliance within a period of not more than forty-five (45) days from the receipt by the owner of such notice of Noncompliance. If the owner does not cure the noncompliance within forty-five (45) days of the receipt of the Notice of Noncompliance, in the case of a noncompliance which cannot reasonably be expected to be cured within forty-five (45) days (provided that such owner diligently continues the curing of such noncompliance) the Architectural Committee may pursue either means as described under Section 5.03 and 5.04 as it deems necessary.

Section 4.08 No Implied Waiver or Estoppel. No action of failure to act by the Architectural Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Committee with respect to the construction of any improvements within the subdivision. Specifically, the approval by the Architectural Committee of any such residential construction shall not be deemed to be approval of any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or otherwise.

Section 4.09 Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements.

Section 4.10 Property Owners Association. The Pine View Property Owners Association is hereby established. Each owner of a lot in the subdivision shall be a member of the Association. The Association shall be activated at such a time as may be determined by the Developer on its sole discretion, but in no event shall such Association be activated later than thirty (30) days after the date that developer has divested itself of title to 75% or more of the lots in the subdivision. A meeting of all members of the Association shall be called within thirty (30) days following the date of the activation of the Association for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting. Each lot in the subdivision shall be entitled to one vote in the Association. When more than one person holds an interest in any one lot, all such persons shall be members of the Association but they shall collectively cast only one vote for each lot owned. The Association shall be incorporated under the Texas non-profit Corporation Act, shall have a Board of Directors consisting of three (3) members until otherwise determined and shall act by majority vote in accordance with this declaration and with the By-Laws of the Association. The By-Laws of the Association must require a meeting of all members of the Association at least annually for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting.

Section 4.11 Membership in Association. Each lot owner is required to be a member of the Property Owners Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association and to be and become bound by the terms and provisions of this Declaration.

Section 4.12 Obligations of Lot Owners. Each owner of a lot in the Subdivision covenants and agrees, and by acceptance of a deed to such lot is deemed to covenant and agree to pay the Architectural Committee during its existence and thereafter to the Association: (a) an annual assessment or charge and (b) special assessments as and when levied. The annual and special assessments, together with interest, cost and reasonable attorneys fees, shall to the full extent permitted by law, be a charge and lien on the lots subject to this Declaration and each shall be a continuing lien upon the property against such assessment, is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of each lot in the subdivision at the time the assessment was due. The Architectural Committee may establish, collect and administer all assessments prior to the formation of the Property Owners Association. From and after the activation of the Property Owners Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

Section 4.13 Annual Assessments. Each lot in the subdivision is subject to an annual maintenance charge assessed equally against all lots subject to this declaration in the amount to be established by the Architectural Committee during its existence and by the Board of Directors of the Association thereafter. Such assessment shall be the obligation of the record owner of each lot as of January 1 of the year in which the charge is due. The amount of the annual assessment shall be determined by the levying authority at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each member of the Association. If not paid by March 1, the annual assessment shall be deemed delinquent and shall be subject of a late charge equal to twenty-five percent (25%) of the amount of the assessment.

Section 4.14 Special Assessment. In addition to the annual assessment herein authorized, the Architectural Committee during its existence and by the Board of Directors of the Association thereafter, may levy a special assessment at any time deemed necessary, applicable for the current year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of: (a) any bridge or road within the Subdivision not being maintained by a public entity or (b) any property within the Subdivision conveyed to the Association by the owner thereof, and for other purposes deemed necessary by the Board of Directors or the Association to maintain or improve the Subdivision for the general benefit of the owners and occupants thereof.

Section 4.15 Vote on Special Assessment. If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30) days in advance of the meeting. Twenty percent (20%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those present and voting at such a meeting, a quorum being present.

Section 4.16 Uniform Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing and cleaning lots as authorized elsewhere in this Declaration.

Section 4.17 Lien of Assessment. The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability.

Section 4.18 Partial Invalidity. If any portion of this Declaration is declared illegal, invalid or unenforceable by law or court order, such action shall not effect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

Section 4.19 Amendment. The Architectural Committee as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration; provided, however, when the Architectural Committee is abolished under other provisions of the Declaration, the right of the amendment shall terminate and such right shall not be exercised by the successors to the Architectural Committee.

Section 4.20 Deviations. The Board of Directors of the Association may exercise a limited right to approve minor deviations from the provisions hereof without an actual amendment of the Declaration, when, in the opinion of the Board or Directors, such deviations will be beneficial to other owners of lots in the Subdivision.

Section 4.21 Rights of the Developer. Notwithstanding any other provisions of this Declaration, the developer or its agents shall have the following rights with respect to any unsold lots in the Subdivision: (1) to locate a sales office thereon, (2) to surround such lot with a fence; (3) to place signs of good quality and reasonable size thereon, and (4) to use part or all of such lot for future road right-of-way. In addition, once the Property Owners Association has been activated, the Developer shall have the right to make a gift of any unsold lot to the Property Owners Association for such use as the Property Owners Association shall determine. The Property Owners Association must accept such a gift if the lot is free of all encumbrances. If the lot is not free of all encumbrances, the gift may be accepted or rejected at the option of the Property Owners Association.

ARTICLE V
GENERAL PROVISIONS

Section 5.01 Term. The provisions hereof shall run with the property and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive period of ten (10) years each, unless an instrument signed by a majority of the then Owners of the lots, has been recorded agreeing to change or terminate said Declaration in whole or in part.

Section 5.02 Amendments by the Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed, acknowledge and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein or to bring this Declaration into compliance with FHA, VA or any other governmental financing entity regulations, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any owner or his Mortgagee.

Section 5.03 Enforcement. In addition to the remedies for enforcement provided elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration or the standards and guidelines adopted by the Architectural Committee by an Owner, his family, guests, lessees or licensees shall authorize the Committee (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (c) below) to avail itself of any one or more of the following remedies: (a) the imposition of a special charge not to exceed fifty dollars (\$50.00) per violation, or (b) the right to cure or abate such violation and to charge the expense thereof, if any, to such owner, plus attorney's fees incurred by the Committee with respect to the exercise of such remedy, or (c) the right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

Section 5.04 Enforcement of Conditions and Restrictions. Any person owning any interest in any of the tracts in said subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

Before the committee may invoke the remedies provided above, it shall give registered notice of such alleged violation to owner, and shall afford the owner a hearing. If after the hearing a violation is found to exist, the Committee's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Committee, the Declarant, or of any Owner to take action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 5.05 Mail Boxes. All mail boxes shall be of a type and design and placed in a location approved by the U.S. Postmaster and the Architectural Committee.

Section 5.06 Severability. Each of the provisions if the Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 5.07 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 5.08 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the owners and the Declarant and their respective heirs, executors and administrators, successors and assigns. Further at such time as Declarant owns less than ten percent (10%) of the total numbers of lots in the Property, Declarant shall have the rights of an owner, hereunder.

ARTICLE VI ANNEXATION OF ADDITIONAL PROPERTY

Section 6.01 Annexation. Additional residential property and Common Area outside of the Property may be annexed into the Subdivision covered by this Declaration, and become subject to the jurisdiction and benefit of these covenants, conditions and restrictions. Residential property outside of the property described herein may be annexed into the Subdivision by the Declarant without the consent of the Owners.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by a duly authorized officer this 16 day of September, 1992.

PINE VIEW ESTATES
By: [Signature]
Robert B. Kavieff, President

State of Texas
County of Bastrop

This instrument was acknowledged before me on the 16 day of September, 1992, by Robert B. Kavieff, President of PINE VIEW ESTATES a Texas company, on behalf of said company.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Julie S. Potts
COMMISSION EXPIRES: 9-1-96



After recording send to: Robert B. Kavieff, 1814 West 35th Street, Austin, TX 78703.

Any Provision Herein Which Restricts the Sale, Rental, or Use of the Described Real Property Because of Color or Race is Invalid And Unenforceable Under Federal Law.

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Bastrop County, Texas, as Stamped hereon by me on

FILED SEP 16 1992
3:25 P M

[Signature]
COUNTY CLERK
BASTROP COUNTY, TEXAS

[Signature]
COUNTY CLERK
BASTROP COUNTY, TEXAS

SEVENTH AMENDMENT TO THE DECLARATION OF LIMITATIONS AND RESTRICTIONS OF PINE VIEW ESTATES

STATE OF TEXAS }
COUNTY OF BASTROP }

THAT WHEREAS, Robert B. Kavieff, DDS, MSD, Profit Sharing Trust, and Robert B. Kavieff, DDS, MSD, Pension Trust (hereinafter referred to as Grantor) are the owners of all the remaining unsold lots in the surface estates forming PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, according to the map or plat of record plat book 2 page 273 A of the Plat records of Bastrop County, Texas (hereinafter referred to as the Subdivision); and

WHEREAS, Grantor's predecessor in title has heretofore filed of record in Volume 443, Page 673, of the Real Estate Records of Bastrop County, Texas, a "Declaration of Limitations and Restrictions for Pine View Estates" (hereinafter referred to as the Declaration); and

WHEREAS, an architectural committee has been formed by "Declaration of Limitations and Restrictions for Pine View Estates" said restrictions of record in Volume 443, Page 673 of the Official Records of Bastrop County, Texas; and

WHEREAS, Grantor's predecessor, Pine View Estates, Inc., a Texas corporation has no interest whatsoever in Pine View Estates Subdivision be it resolved that the Grantor designates a new architectural committee composed of Robert B. Kavieff and Terri L. Kavieff and Mark Martich, respectfully; and

WHEREAS, Paragraph 42 of the Declaration of Limitations and Restrictions for Pine View Estates states that recorded in Volume 443, Page 673, Volume 482, Page 868, Volume 495, Page 274, and Volume 343, Page 237, Section 6.03 respectively that the Architectural Committee as herein constituted shall have the authority to amend this declaration by filing and recording such changes in the same manner as this declaration.

WHEREAS, Grantor and the Architectural Committee created by the declaration now desire in the interest of further carrying out a plan for the improvement and development of the Pine View Estates Subdivision, to amend the said Declaration;

THEREFORE, Grantor and the Architectural Committee hereby amend the Declaration as follows, to-wit:

ARTICLE I
USE RESTRICTION

Section 1.01 Sections 3.02, 3.03 and 3.04 of Article III contained in the Sixth Amendment to the Declaration of Limitations and Restrictions of Pine View Estates, recorded in Volume 643, Pages 763 and 764 of the Official Records of Bastrop County September 24, 1992, shall be amended as follows:

Section 1.02 Manufactured Homes. Manufactured homes and modular homes are permitted only on Lots 1 - 34, inclusive, and lots 123 - 162, inclusive, in the subdivision. In addition, manufactured homes and modular homes must observe and comply with the following restrictions and limitations in addition to any other restrictions and limitations contained herein, to-wit: a) All manufactured homes must be skirted within 90 days after placement on property with masonry, or any other materials approved by the Architectural Committee.

b) Manufactured homes of less than 1200 square feet (exclusive) of garages, carports and porches) or less than 28 feet in depth shall not be permitted.

c) All manufactured homes shall be of new construction unless approved in writing in advance by the Architectural Committee.

d) If a manufactured home has a front porch, the design of such porch must be approved in writing by the Architectural Committee.

Section 1.03 Site Built Homes. Only homes permanently constructed on the site shall be permitted on lots 35 to 122, inclusive, and must be of new construction. Each one-story home shall contain a minimum of 1300 square feet of living area, exclusive of garages, carports and porches. Each two-story home shall contain a minimum of 1500 square feet of living area, exclusive of garages, carports and porches. All plans and specifications are subject to prior written approval of the Architectural Committee.

IN WITNESS THEREOF, Developer has caused this Declaration to be executed by a duly authorized officer this 7th day of October, 1993.

PINE VIEW ESTATES

By: Robert B. Kavieff
Robert B. Kavieff President

State of Texas
County of Bastrop

This instrument was acknowledged before me on the 15th day of Oct, 1993, by Robert B. Kavieff, President of PINE VIEW ESTATES, a Texas company, on behalf of said company.

Shirley A. Reader
NOTARY PUBLIC, STATE OF TEXAS



PRINTED NAME: SHIRLEY A. READER
COMMISSION EXPIRES _____

After recording send to: Robert B. Kavieff, 1814 West 35th Street, Austin, Texas 78703

OCT 18 1993
FILED 3:30 P M
Shirley Hillman
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Bastrop County, Texas, as Stamped hereon by me on

OCT 28 1993
Shirley Hillman
COUNTY CLERK
BASTROP COUNTY, TEXAS

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EIGHTH AMENDMENT TO THE DECLARATION OF LIMITATIONS AND RESTRICTIONS OF PINE VIEW ESTATES

OFFICIAL RECORDS

4780

STATE OF TEXAS) (
COUNTY OF BASTROP) (

THAT WHEREAS, Robert B. KaviEFF, DDS, MSD, Profit Sharing Trust, and Robert B. KaviEFF, DDS, MSD, Pension Trust (hereinafter referred to as Grantor) are the owners of all the remaining unsold lots in the surface estates forming PINE VIEW ESTATES, a subdivision in Bastrop County, Texas, according to the map or plat of record plat book 2 page 273 A of the Plat records of Bastrop County, Texas (hereinafter referred to as the Subdivision); and

WHEREAS, Grantor's predecessor in title has heretofore filed of record in Volume 443, Page 673, of the Real Estate Records of Bastrop County, Texas, a "Declaration of Limitations and Restrictions for Pine View Estates" (hereinafter referred to as the Declaration); and

WHEREAS, an architectural committee has been formed by "Declaration of Limitations and Restrictions for Pine View Estates" said restrictions of record in Volume 443, Page 673 of the Official Records of Bastrop County, Texas; and

WHEREAS, Grantor's predecessor, Pine View Estates, Inc., a Texas corporation has no interest whatsoever in Pine View Estates Subdivision be it resolved that the Grantor designates a new architectural committee composed of Robert B. KaviEFF and Terri L. KaviEFF and , respectfully; and

WHEREAS, Paragraph 42 of the Declaration of Limitations and Restrictions for Pine View Estates states that recorded in Volume 443, Page 673, Volume 482, Page 868, Volume 495, Page 274, and Volume 343, Page 237, Section 6.03 respectively that the Architectural Committee as herein constituted shall have the authority to amend this declaration by filing and recording such changes in the same manner as this declaration.

WHEREAS, Grantor and the Architectural Committee created by the declaration now desire in the interest of further carrying out a plan for the improvement and development of the Pine View Estates Subdivision, to amend the said Declaration;

THEREFORE, Grantor and the Architectural Committee hereby amend the Declaration as follows, to-wit:

ARTICLE I
USE RESTRICTION

Section 1.01 Sections 3.02, 3.03 and 3.04 of article III contained in the sixth amendment of the Declaration of Limitations and Restrictions of Pine View Estates, recorded in Volume 643, pages 763 and 764 of the official Records of Bastrop county September 24, 1992 and section 1.02 and section 1.03 of the Seventh Amendment to the Declaration of Limitations and Restrictions of Pine View Estates, recorded in Volume 683, pages 550 and 551 of the official Records of Bastrop county October 7th, 1993 shall be amended as follows.

Section 1.02 All homes in the Pine View Estates lots 1 to 162 inclusive shall be built with new materials on the site. No manufactured or modular homes shall be permitted in Pine View Estates. No home built on site in another site may be moved into Pine View Estates without the expressed written permission of the architectural committee.

2) All existing manufactured homes presently in the subdivision as permitted by previous Limitations and Restrictions may remain in the subdivision and their presence shall be deemed a non-conforming use as regards to the present Limitations and Restrictions of Pine View Estates as recorded. As a non-conforming use no addition or significant change in the character of the house can be made nor can an existing manufactured home be replaced with another. The removal of an existing manufactured home from it's site shall deem the lot to be under the limitations of the present existing conditions of the Seventh Amendment to the Declaration of Limitations and Restrictions of Pine View Estates.

IN WITNESS THEREOF, Developer has caused this Declaration to be executed by a duly authorized officer this 15 day of June, 1994.

PINE VIEW ESTATES
By: [Signature]
Robert B. Kavieff, President

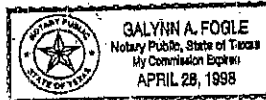
State of Texas
County of Bastrop

This instrument was acknowledged before me on the 15th day of June, 1994, by Robert B. Kavieff, President of PINE VIEW ESTATES, a Texas company, on behalf of said company.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Galyin A Fogle (Fogle)

COMMISSION EXPIRES 4-28-98



After recording send to: Robert B. Kavieff, 1814 West 35th Street, Austin, Texas 78703

FILED JUN 15 1994
3:00 P M

[Signature]
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Bastrop County, Texas, as Stamped hereon by me on

JUN 23 1994
[Signature]
COUNTY CLERK
BASTROP COUNTY, TEXAS

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Ninth Amendment to the Declaration of Limitations and Restrictions of Pine View Estates.

Whereas, Paragraph 42 of the Declaration of Limitations and Restrictions for Pine View Estates states that recorded in Volume 443, page 673; Volume 482, page 868; Volume 495, page 274; and Volume 343, page 277; Section 6.03 respectively state that the Architectural Committee as herein constituted shall have the authority to amend this declaration by filing and recording such changes in the same manner as this declaration.

Whereas, Grantor and the Architectural Committee created by this declaration now desire in the interest of further carrying out a plan for the improvement and development of Pine View Estates subdivision, to amend the said declaration:

Therefore, Grantor and the Architectural Committee hereby amend the Declaration to follows, to with

ARTICLE III
USE RESTRICTIONS

Section 3.01, 3.02 and 3.03, in the Declarations of Covenants, Conditions and Restrictions of the Pine View Estates recorded in Bastrop County, Volume 543, pages 226 and 227 dated June 15, 1989. In addition, Article III, Sections 3.01, 3.04, 3.05 of the Sixth amendment to the Declarations of Limitations and Restrictions of Pine View Estates recorded in Bastrop County Volume 643, Article III use restrictions, Section 3.01, 3.04, 3.05, pages 763 and 764 shall be amended as follows:

USE RESTRICTIONS

Section 1.01. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only and not to exceed two (2) stories and thirty-five (35) feet in height, with private off-street parking facilities for not less than two (2) or more than four (4) cars. Each residence shall have a fully enclosed garage for not less than two (2) cars or more than three (3), which garage shall be available for parking automobiles at all times without any modification being made to the interior of said garage.

The garage portion of any model home may be used by a builder for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term, "residential purposes" shall be construed to prohibit mobile homes, manufactured homes, or trailers being placed on said Lots, or the use of said Lots for duplex, garage apartments, apartment houses, rooming houses, hotels, or communes; and no Lot shall be used for business, educational, religious, institutional, or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes except Lots 65, 92 and 93 which shall be designated as "Commercial" which may allow duplex, multiple dwelling or business usage not detrimental to the subdivision. Declarant reserves the rights to resubdivide the commercial Lots.

A minimum of seventy-five (75%) percent of the exterior walls shall be "Masonry" (defined herein as brick, brick veneer, stone or stucco. Windows, doors and other openings enclosed by masonry shall constitute a portion of the wall area. Special consideration may be given to the construction of log homes.

Section 1.02 Minimum Square footage within Improvements. The living area of the main residential structure located on any Lot, exclusive of porches, basements, and parking facilities, shall be not less than one thousand three hundred (1300) square feet in a single story home. For two (2) story structures, the total living area shall not be less than sixteen hundred (1600) square feet with the first floor being not less than one thousand (1000) square feet.

Section 1.03 Sidewalks and Driveways. The plans and specifications for any residential building to be constructed on a Lot shall provide for a concrete or asphalt driveway between the street and the garage for such building.

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

IN WITNESS WHEREOF, Developer (declarant) has caused this declaration to be executed by a duly authorized officer this 20th day of November, 1998.

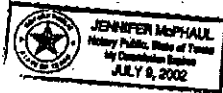
By: [Signature]
Robert B. Kavieff, Trustee

THE STATE OF TEXAS
COUNTY OF Bastrop

This instrument was acknowledged before me on the 20th day of November, 1998, by Robert B. Kavieff, Trustee,

[Signature]
Notary Public in and for the State of Texas

Jennifer McPhaul
Type/Print Name of Notary Public
My Commission Expires: July 9, 2002



After Recording Return to:
Robert B. Kavieff
1814 W. 35th Street
Austin, TX 78703

FILED AND RECORDED

[Signature]
1998 NOV 20 04:08 PM 199813129
Shirley Wilhelm
COUNTY CLERK
BASTROP COUNTY, TEXAS
By [Signature]