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BOHLS PLACE SECTION FIVE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §



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THAT THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BOHLS PLACE SECTION FIVE (this "Declaration") is made on the date hereinafter set forth by Bohls Place Limited, a Texas limited partnership (hereinafter referred to as "Declarant"), acting herein by and through its duly authorized general partner

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property more fully described in the Plat (as defined below), and

WHEREAS, the Lots (as defined below) are intended to be developed for single family residential purposes, and

WHEREAS, Declarant desires to create upon the Property (as defined below) a residential community and to carry out a uniform plan for the improvement and development of the Property for the benefit of the present and future owners of the Lots, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of common areas and, to that end, desires to subject the Property to the covenants, conditions and restrictions set forth in this Declaration, each of which is for the benefit of the Property and each Owner (as defined below)

DECLARATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant has declared, and by this instrument does declare that (i) all of the Property (now or hereafter subject to this Declaration) shall be held, owned, encumbered, leased, used, sold, conveyed, occupied and enjoyed subject to the following covenants, conditions, restrictions, agreements, terms and conditions which are for the purpose of protecting the value and desirability of, (ii) the covenants, conditions, restrictions, agreements, terms and provisions of this Declaration shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, and (iii) each contract or deed which may hereafter be executed with regard to the Property or any

portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the covenants, conditions, restrictions, agreements, terms and provisions of this Declaration are set out or referred to in said contract or deed

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, when used in this Declaration, the following words and phrases shall have the meanings hereinafter specified

1.01 Architectural Committee "Architectural Committee" shall mean the committee(s) created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by each respective Architectural Committee, as the same may be amended from time to time

1.03 Declarant "Declarant" shall mean Bohls Place Limited, a Texas limited partnership, its duly authorized representatives or their respective successors or assigns, provided that any assignment of the rights of Bohls Place Limited as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder

1.04 Declaration "Declaration" shall mean this instrument as it may be amended and supplemented from time to time

1.05 Improvement "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities

1.06 Lot "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of the Subdivision, together with all Improvements located thereon, save and except any areas dedicated to any governmental entity or public utility

1.07 Mortgage "Mortgage" shall mean any lien covering any portion of the Property given to secure the payment of a debt

1.08 Mortgagee "Mortgagee" shall mean the holder of any Mortgage

1.09 Owner "Owner" shall mean a person or entity including Declarant, holding a fee simple interest in any portion of the Property, but shall not mean a Mortgagee

1.10 Person "Person" shall mean any individual or entity having the legal right to hold title to real property

1.11 Plans and Specifications "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement

1.12 Plat "Plat" shall mean the subdivision plat of Bohls Place Section Five of record in Document Number 199900233 of the Official Public Records of Travis County, Texas, as the same may be amended from time to time

1.13 Property "Property" shall mean and refer to all property within the Subdivision, and together with such other real property as may hereafter be made subject to the terms of this Declaration

1.14 Subdivision "Subdivision" shall mean Bohls Place Section Five, a subdivision in Travis County, Texas, according to the map or plat of record in Document Number 199900233 of the Official Public Records of Travis County, Texas, as the same may be amended from time to time

1.15 Supplemental Declaration "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions recorded by Declarant after the date of this Declaration in order to add to the Property, to subject any portion of the Property to further restrictions, covenants or conditions, or to withdraw land from the Property

ARTICLE II ARCHITECTURAL COMMITTEE

2.01 Architectural Committees. There shall be at least two (2) independent and separately operated Architectural Committees, as follows: (i) the Improvements Architectural Committee (the "Improvements AC"), and (ii) the New Construction Architectural Committee (the "New Construction AC"). Each Architectural Committee shall consist of not more than three (3) voting members. The initial voting members of the New Construction AC shall be James H. Mills, Charles Schmidt, and Royce Faulkner. The initial voting members of the Improvements AC shall be designated by Declarant. The

Improvements AC shall, with respect to the Lots located within the Property on which a single family residence exists, have the sole and exclusive authority to review and approve Plans and Specifications for the construction of modifications or additions to Improvements, adopt procedural and substantive rules, grant variances, enforce the provisions of the Declaration and take any other action authorized by this Declaration. The New Construction AC shall, with respect to (i) all other Lots on the Property (which are not specified above to be within the control of the Improvements AC) and (ii) any land added to the Property after the date this Declaration is recorded in the real property records of Travis County, Texas, pursuant to Section 2 02, have the sole and exclusive authority to review and approve Plans and Specifications for the construction of Improvements, adopt procedural and substantive rules, grant variances, and take any other action authorized by this Declaration

2 02 Action by Architectural Committee Items presented to each Architectural Committee (which are within the scope of authority of such committee) will be decided by a majority vote of the voting members of such Architectural Committee

2 03 Advisory Members The voting members of each Architectural Committee may, from time to time, designate (and remove) advisory members to serve on such Architectural Committee without voting powers

2 04 Term Each member of each Architectural Committee will hold office until he resigns or is removed and his successor is appointed as provided herein. In the event of death or resignation of any voting member of an Architectural Committee created herein, the remaining voting member or voting members of such Architectural Committee shall have full authority to act until a replacement voting member or voting members of such Architectural Committee have been designated

2 05 Declarant's Rights of Appointment Declarant, its successors or assigns may appoint and remove all members of each Architectural Committee until the date Declarant no longer owns any portion of the Property (the "Conversion Date"). Subject to Section 2 14, within three (3) days before the Conversion Date, Declarant shall have the right to but not be required to appoint all voting members of each Architectural Committee. After the Conversion Date, the voting members of each Architectural Committee will be elected by holding a meeting upon at least ten (10) days prior written notice given to the Owners. At such meeting, the Owners shall have the right to elect or remove members of each Architectural Committee by simple majority vote of those Owners present at the meeting. The Owner of each Lot shall have one (1) vote for each Lot so owned. The meeting to elect or remove the members of each Architectural Committee shall not be held more than once each year

2 06 Adoption of Rules Each Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary for the performance of its duties, including a building code, a fire code, a housing code, and other similar codes as it may deem necessary or desirable

2 07 Review of Proposed Construction. Whenever the approval of an Architectural Committee is required, the authorized Architectural Committee (as designated pursuant to Section 2 01) will have the right to consider all Plans and Specifications for the Improvement or proposal in question and all other information which it deems relevant. Except as otherwise provided herein, prior to the commencement of construction of any Improvement, or any alteration, addition, removal or repair other than normal maintenance, *which in any way alters the exterior appearance of any Improvement, the Plans and Specifications therefor must be submitted to the authorized Architectural Committee, and the construction, alteration, addition, removal or repair may not commence until such Architectural Committee has approved the Plans and Specifications in writing.* The foregoing notwithstanding, the construction, alteration, addition, repair or removal of any Improvement on the Property by Declarant is exempt from this Article. The authorized Architectural Committee may impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways in the Subdivision. The authorized Architectural Committee will consider and act upon any Plans and Specifications submitted for approval and perform any other duties assigned to it by this Declaration. Until receipt by any Architectural Committee of all information or documents it deems necessary, such Architectural Committee may postpone review of any Plans and Specifications submitted for approval. The decision of any authorized Architectural Committee will be final and binding so long as it is made in good faith. The Architectural Committees are not responsible for inspecting any proposed Improvement, nor will approval by any Architectural Committee of any Plans or Specifications be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

2 08 Actions of an Architectural Committee Each Architectural Committee may, by resolution, unanimously adopted in writing, designate one of its members or an agent acting on its behalf to take any action or perform any duties on its behalf. In the absence of such designation, the vote of a majority of all the voting members of an Architectural Committee, without a meeting, will constitute an act of that Architectural Committee.

2 09 Failure of Architectural Committee to Act In the event the authorized Architectural Committee fails to respond to a request for approval of the Plans or Specifications within thirty (30) days of receipt of all required information, such Architectural Committee shall be deemed to have approved such Plans and Specifications.

2 10 No Waiver of Future Approvals The approval or consent of any Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring approval will not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

2.11 Work in Progress Each Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications. If there is a material deviation from the approved Plans and Specifications in any completed Improvements, those Improvements will be in violation of this Article to the same extent as if erected without prior approval of the appropriate and authorized Architectural Committee. Each Architectural Committee or any Owner may maintain an action at law or in equity for the removal or correction of any non-conforming Improvement and, if successful, may recover from the Owner of the non-conforming Improvement all costs, expenses and fees incurred in the prosecution thereof.

2.12 Nonliability of Architectural Committee Members No Architectural Committee, nor any member thereof, will be liable to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of any Architectural Committee's duties under this Declaration.

2.13 Address Plans and Specifications will be submitted to each respective Architectural Committee in care of Bohls Place Limited, P O Box 411, Georgetown, Texas 78627, or such other address as may be designated from time to time.

2.14 Termination of New Construction AC The New Construction AC shall automatically terminate when residences have been substantially constructed on all Lots located on the Property and all other real property subsequently added to this Declaration and the Owners have moved into such residences.

ARTICLE III EASEMENTS

3.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 7.5 feet on each side of such Lot line.

3 02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within utility easements, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

3 03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. There shall be no construction of Improvements, temporary or permanent in any drainage easement, nor shall any plantings or other materials be located in any drainage easement which would hinder or affect the flow of water through the drainage easement, except as may be approved in writing by the Architectural Committee. All drainage easements shall be continuously maintained by the Owner of the Lot upon which such easements are located except for drainage easements for which a governmental entity is responsible.

3 04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE IV RESIDENTIAL RESTRICTIONS

4 01 Residential Use. All Lots shall be improved and used solely for single family residential use inclusive of a garage, fencing and such other Improvements as are necessary or customarily incident to residential use, or for greenbelt, open space or other use approved by Declarant. The foregoing shall not prohibit the use of any Lot as a site for a construction trailer, or sales office, or for a model home or sales office during the period of development of the subdivision, however, such uses shall be subject to Declarant's approval as to nature, size, duration and location of such use.

4 02 Building Height No Improvement shall exceed two (2) stories in height and no Improvement greater than thirty-five (35) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee For purposes of this paragraph, height shall be measured from the poured foundation at its lowest point on the Lot to the ridge line of the roof of the proposed Improvement

4 03 Dwelling Size All single-story dwellings shall contain not less than 1400 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports All two-story dwellings shall contain not less than 1600 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports

4 04 Building Materials All building materials shall be approved by the Architectural Committee, and only new building materials (except for used brick) shall be used in constructing any Improvements Exposed metal roof decks which reflect light in a glaring manner such as galvanized steel sheets are specifically prohibited Other roofing materials may be used with the prior written consent of the Architectural Committee, which may specify a minimum quality or grade of materials All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project, or shall be of a color approved by the Architectural Committee No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including without limitation the exterior surfaces of any Improvements

4 05 Exterior Finish Masonry Requirements The exterior finish materials for all Improvements shall be subject to the approval of the Architectural Committee The masonry requirements shall be as follows

- (a) All Lots The exposed surface of the front and side exterior walls of the first floor of all single-family dwellings, garages, and other approved accessory buildings on all Lots shall be constructed of one hundred percent (100%) masonry, exclusive of recessed porch areas, roofs, eaves, soffits, windows, gables, and trim work
- (b) Definition of Masonry Masonry shall mean stone, brick, stucco, or other similar surface approved by the Architectural Committee

4 06 Construction in Place All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee

4 07 Setback Requirements No building shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by the building line shown on the Plat of the Subdivision For purposes of these covenants, eaves, steps and open porches

shall not be considered as part of the building; provided, however, that this shall not be construed to allow any such structure to encroach upon another Lot.

4 08 Fences on Corner Lots. Subject to Sections 5 14 and 5 15 below, all corner Lots (those Lots abutting the intersection of any two streets or roadways within Bohls Place Section Five) shall have fences around at least the perimeter of the side yard adjacent to the street of each corner Lot, including any side between the back yard and such street.

ARTICLE V GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions

5 01 Antennae, Satellite Dishes, Solar Collectors No exterior radio, television or radio antenna or aerial, satellite dish or similar apparatus or solar collector device or equipment shall be erected or maintained within the Property without the prior written approval of the Architectural Committee Any such apparatus which may be approved shall be required to be installed and maintained in such a manner as to be screened from public view from adjoining Lots and public street rights of way

5 02 Insurance Rates Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Architectural Committee

5 03 Subdividing No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee, provided, however, that when Declarant is the Owner thereof Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee

5.04 Signs No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarants overall marketing plan for the Property The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

5.05 Rubbish and Debris No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants Refuse, garbage and trash shall be kept at all times in covered containers anti such containers shall be kept

within enclosed structures or appropriately screened from view, except on the designated day for solid waste collection.

5 06 Nuisance Noise No noxious or offensive activity shall be carried on upon any Lot. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

5 07 Repair of Buildings All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

5 08 Underground Utility Lines No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Committee, provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Committee.

5 09 Hazardous Activities No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

5 10 Temporary Structures No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee, provided, however, that temporary structures necessary for storage of tools and equipment, restrooms and office space for architects, builders and foremen during the period of actual construction on a Lot only may be maintained with the prior approval of Declarant, such approval to include the nature, size, duration and location of such structure.

5 11 Mining and Drilling No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth

5 12 Unsightly Articles Vehicles No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from any other portion of the Property or public or private thoroughfares Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures Each single family residential structure constructed within the Property shall have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours No automobiles or other vehicles may be parked overnight for more than two (2) consecutive nights on any roadway within the Property No inoperable vehicle or equipment, or vehicle or equipment without a current license tag, shall be maintained on any portion of the Property, including any street right-of-way adjacent to a Lot, so as to be visible from any adjoining Lot or public right-of-way Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view

5 13 Mobile Homes, Travel Trailers and Recreational Vehicles No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers, recreational vehicles or similar vehicles shall be parked on any portion of the Property so as to be visible from other portions of the Property or public or private thoroughfares for more than forty-eight (48) hours

5 14 Fences The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the Architectural Committee The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, specify the height or location of the proposed fence, specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property

5.15 Sight Distance at Intersections No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points twenty-five

(25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5 16 Animals - Household Pets No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No more than three (3) domestic pets may be kept on any Lot. No domestic pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property, other than on the Lot of its Owner, unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operations will be allowed. No domestic pet shall be allowed to run at large and all domestic pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof and shall be screened so as not to be visible from any other portion of the Property.

5 17 Lawns and Plantings The front yard of each Lot and the front and the side yard adjacent to the street of each corner Lot shall be fully sodded prior to the occupancy of the residence located on such Lot. Two (2) trees, each of at least one and one-half (1½) inch caliper, shall be planted on each Lot prior to occupancy of the residence located on the Lot. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. In the event any Owner fails to do so, Declarant or the Architectural Committee shall have the right at any reasonable time to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and to charge the cost thereof to the Owner of the Lot.

5 18 Window Treatment No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors on any Improvement.

5 19 Athletic and Recreational Facilities Outdoor athletic and recreational facilities such as swing sets and sports courts of either a permanent or temporary nature shall not be placed on any Lot in the Subdivision between the street right-of-way and the front of the dwelling unit on such Lot, any such Improvements placed elsewhere on the Lot shall be subject to approval by the Architectural Committee pursuant to Article II. Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Committee. Permanent basketball goals are permitted between the street right-of-way and the front of the dwelling unit on a Lot provided the basketball goal is located a minimum of 20 feet

from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are only allowed in the rear of the Lots and shall not be placed, at any time, between the street right-of-way and the front of the dwelling unit on any Lot in the Subdivision. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the Architectural Committee prior to being placed on any Lot.

5.20 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

5.21 Outbuildings. No outbuilding or structure (including without limitation storage sheds or buildings) shall be permitted on any Lot without prior written approval of the Architectural Committee. Outbuildings or other structures, temporary or permanent, other than the main residence or garage shall be limited to eight feet (8') in height (for purposes of this paragraph, measured from the ground to the highest point of the roof of such outbuilding or other structure). The roof lines of any such outbuildings or other structures shall have slope, color and materials similar to those of the main residence on the Lot. The Architectural Committee shall be entitled to review and approve or disapprove, without limitation, all outbuildings or other structures, including storage structures. Any such outbuilding or other structure will be required to be constructed with material (which may include metal, wood or brick) and design that is determined by the Architectural Committee to be architecturally and aesthetically compatible with the design of the main residence thereon. No outbuilding or other structure will be permitted to (a) be placed on an easement; or (b) be located nearer to a Lot boundary than the applicable building set-back established by Plat or Supplemental Declaration. The Architectural Committee is hereby authorized to determine what constitutes a violation of this restriction.

5.22 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration as amended from time to time. Failure to comply with this Declaration shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner.

5.23 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are invalid or unenforceable for any reason, Declarant makes no warranty or

representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless therefrom.

ARTICLE VI ADDITION OF LAND

It is contemplated that Declarant will develop certain real property now owned or hereafter acquired by Declarant for residential purposes and add such real property to the Property. Declarant may, at any time and from time to time, add additional lands to the Property, and upon the filing of a notice of addition of land as hereinafter described, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added lands, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land (which notice may be contained within any Supplemental Declaration affecting such land) containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the document number of the Official Public Records of Travis County wherein this Declaration is recorded,
- (B) A statement that the provisions of this Declaration shall apply to the added land, and
- (C) A legal description of the added land.

ARTICLE VII MISCELLANEOUS

7.01 Term This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run, with the land comprising the Subdivision, until December 31, 2013, unless amended as herein provided. After December 31, 2013, this Declaration, including all such covenants, conditions, and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration and filed in the Official Public Records of Travis County, Texas.

7 02 Amendment

(A) By Declarant This Declaration may be amended by the Declarant, acting alone, until December 31, 2005, and thereafter for so long as Declarant owns any Lots within the Subdivision. No amendment by Declarant after December 31, 2005, shall be effective until there has been recorded in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Declarant, setting forth the amendment and the Lot(s) then owned by Declarant.

(B) By Owners In addition to the method in Section 7 02(A), after December 31, 2005, this Declaration may be amended by the recording in the Official Public Records of Travis County, Texas of an instrument executed and acknowledged by the Owners of at least three-fourths (3/4) of the Lots.

7 03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

7 04 Exemption of Declarant Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

7 05 Assignment of Declarant Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Any such assignment shall be in writing and filed of record in the Official Public Real Property Records of Travis County, Texas.

7 06 Enforcement and Nonwaiver

(A) Right of Enforcement The Architectural Committee, any Owner at his own expense, or Declarant shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. In addition, in the event that any Owner fails to maintain his Lot as required herein, or in the event of emergency, the Declarant or the Architectural Committee shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and

operation of the Lot Entry upon the Lot as provided herein shall not be deemed a trespass, and neither the Architectural Committee nor the Declarant shall be liable for any damage resulting therefrom unless such damage is caused by the Architectural Committee's or the Declarant's willful misconduct or gross negligence

(B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions

7 07 Construction

(A) Restrictions Severable The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof

(B) Singular Includes Plural Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter

(C) Captions All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 14th day of February, 2000

Declarant.

BOHLS PLACE LIMITED, a Texas limited partnership

By BP Management, Inc , a Texas corporation, General Partner

By [Signature]
James H Mills, President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of February, 2000, by James H Mills, President of BP Management, Inc , a Texas corporation, General Partner of Bohls Place Limited, a Texas limited partnership, on behalf of said corporation and said partnership.

[Signature]
Notary Public, State of Texas
Name Printed _____
Commission Expires _____

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

RETURN TO
ALAMO TITLE COMPANY
1717 N IH-35, SUITE 150
ROUND ROCK, TX 78664
GF# 7100754-7

Nancy E Rister
02-17-2000 02:06 PM 2000009740
STRICKLAND \$41.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]

03-10-2000 11 45 AM 2000035622
DAVILAN \$41 00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS