

The Woods of Brushy Creek

HOME OWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs) for The WOODS of Brushy Creek Subdivisions

THE STATE OF TEXAS, COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED, acting individually or by and through their duly authorized officers, agents, or representatives, where applicable, being the "Owners" (the plural of "Owner" as that term is hereinafter defined) of the legal title to at least seventy-five percent (75%) of the "Lots," as that term is hereinafter defined, within each of the "Covered Subdivisions," as that term is hereinafter defined, and within the Covered Subdivisions as a whole, and being all other persons or entities whose consent, approval, or joinder may be required for the amendment of the "Existing Restrictions," as that term is hereinafter defined, desiring to amend the Existing Restrictions to provide for the creation, continuation, and preservation of a uniform plan for the improvement, use, occupancy, sale, and conveyance of the Lots and "Common Area," as that term is hereinafter defined, within the Covered Subdivisions, do hereby adopt this Uniform Amended Declaration of Covenants, Conditions, and Restrictions For the Woods of Brushy Creek Subdivisions (the "Uniform Amended Declaration"), effective as of the time of its filing with the office of the County Clerk of Williamson County, Texas, to amend and replace the Existing Restrictions, which shall thereafter be of no further force of effect, except as hereinafter provided, upon the Covered Subdivisions, and do hereby establish the following covenants, conditions, and restrictions to run with the land and to apply in the improvement, use, occupancy, sale, and conveyance of the Lots and Common Area, and declare that each contract, lease, deed, or other conveyance that may be executed, delivered, and accepted with regard to any of such Lots or Common Area shall be held to have been executed, delivered, and accepted, subject to such covenants, conditions, and restrictions (the headings below being employed for convenience only and not to be controlling over content):

ARTICLE I DEFINITIONS

Section 1. "**Association**" shall mean and refer to THE WOODS OF BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors, and assigns.

Section 2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot within the Covered Subdivisions, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "**Covered Subdivisions**" shall mean and refer to the following subdivisions in Williamson County, Texas all shown of record in the Plat Records of Williamson County, Texas, in the respective Cabinets and beginning with the respective Slides shown opposite each below:

Cabinet Slides

The Woods of Brushy Creek Section I E 393

The Woods of Brushy Creek Section II – Phase I A F 391

The Woods of Brushy Creek Section II – Phase I B F 393

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- 1 The Woods of Brushy Creek Section II – Phase I C F 395
- 2 The Woods of Brushy Creek Section II – Phase II F 397
- 3 The Woods of Brushy Creek Section II – Phase III A I 207
- 4 The Woods of Brushy Creek Section II – Phase IV L 159
- 5 The Woods of Brushy Creek Section III G 26
- 6 The Woods of Brushy Creek Section V – Phase A I 140
- 7 The Woods of Brushy Creek Section V – Phase B I 394

8
9 And all real property located within any of such subdivisions, provided however, that no
10 such subdivision or any property therein shall be a part of the Covered Subdivisions unless
11 and until the then Owners of at least seventy-five percent (75%) of the Lots within such
12 subdivision have executed this Uniform Amended Declaration, or a duplicate thereof, and
13 caused such document or duplicate to be filed with the office of the County Clerk of
14 Williamson County, Texas. Any such subdivision may become a part of the Covered
15 Subdivisions at any time, and the effective date of this Uniform Amended Declaration with
16 respect to any such subdivision shall be the date upon which such subdivision becomes a
17 part of the Covered Subdivisions. This Uniform Amended Declaration shall be effect with
18 respect to the Covered Subdivisions without regard to whether all the above subdivisions
19 have become a part of the Covered Subdivisions.

20
21 Section 4. **“Existing Restrictions”** shall mean and refer to the following documents shown
22 of record in the Real Property Records of Williamson County, Texas:

- 23
24 a) Woods of Brushy Creek, Section I, Declaration of Covenants, Conditions, and
25 Restrictions, Single Family and Duplex, recorded in Volume 1016, Pages 408 – 416,
26 of the Real Property Records of Williamson County, Texas; (VOID. This document
27 was voided, as it was totally superseded by the document recorded in Volume 1505,
28 Page 749)
- 29 b) The Woods of Brushy Creek Declaration of Covenants, Conditions and Restrictions,
30 Single Family Detached Lots, recorded in Volume 1245, Pages 346 – 369, of the Real
31 Property Records of Williamson County, Texas; and (VOID. This document was
32 voided, as it was totally superseded by Volume 1505, Page 749)
- 33 c) Declaration of Covenants, Conditions and Restrictions, recorded in Volume 1461,
34 Pages 500 – 518, of the Real Property Records of Williamson County, Texas; and
- 35 d) Second Amendment to the Woods of Brushy Creek Declaration of Covenants,
36 Conditions, and Restrictions, Single Family Detached Lots, recorded in Volume 1505,
37 Pages 749 – 767, of the Real Property Records of Williamson County, Texas.

38
39 Section 5. **“Common Area”** shall mean and refer to all real property owned or later
40 acquired by the Association for the common use and benefit of the Owners.

41
42 Section 6. **“Lot”** shall mean and refer to each of the individual tracts of land into which the
43 Covered Subdivisions, excepting Common Area, public roadways, public easements, and
44 tracts owned or maintained by a public entity for use as parkland, have been divided by
45 their respective subdivision plats recorded in the Plat Records of Williamson County, Texas,
46 as amended.

47
48 Section 7. **“Public View”** shall mean as viewed from any Common Area, public street or
49 road, public easement, or any tract owned or maintained by a public entity for use as
50 parkland.

ARTICLE II PROPERTY RIGHTS

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Section 1. Owner’s Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- a) the right of the Association to make, publish, and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon, including the right to charge reasonable admission or other fees for the use of any recreational facility owned by the Association;
- b) the right of the Association to suspend the voting rights of an Owner and such Owner’s rights to the use of facilities owned or operated by the Association for any period during which any assessment against such Owner remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association’s published Rules and Regulations;
- c) the right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service to the Covered Subdivisions or any part thereof;
- d) the right of the Association to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon;
- e) the right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and, in aid thereof, to mortgage the Common Area. The rights of any such mortgagee shall be subordinates to the rights of the Owners hereunder.

Section 2. Delegations of Use.

Any Owner may delegate, in accordance with the Articles of Incorporation and Bylaws, his right to enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Members.

Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 2. Voting Rights.

Each member shall be entitled to one (1) vote in the Association for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons and entities shall be considered as one member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

Each Owner, except as otherwise provided in this Section, shall be obligated to pay to the Association, with respect to each Lot owned by him:

- (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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1
2 The annual and special assessments, together with interest, costs, and reasonable
3 attorney's fees incurred in the collection thereof, shall be a charge and continuing lien upon
4 the Lot with respect to which each such assessment is made, except as otherwise provided
5 in this Section. Each such assessment, together with interest, costs, and reasonable
6 attorney's fees incurred in the collection thereof, shall also be the personal obligation of the
7 Owner of such Lot at the time when the assessment fell due, except as otherwise provided
8 in this Section. The personal obligation for delinquent assessments shall not pass to any
9 Owner's successors in title unless expressly assumed by them. No personal or entity that is
10 designated a "Declarant" under any of the Existing Restrictions, and that is an Owner on the
11 effective date of this Uniform Amended Declaration, shall ever be subject to or liable for any
12 assessment or any lien securing payment of any assessment, with respect to any Lot owned
13 by such person or entity on such date, for any period of time prior to the time a residential
14 dwelling has been completed on such Lot and occupied as a resident, provided however,
15 that his exemption shall not apply to any future Owners of Lots owned by such Declarant on
16 the effective date of this Uniform Amended Declaration.
17

18 **Section 2. Purpose of Assessments.**
19 The assessment levied by the Association shall be used exclusively for promoting the
20 recreation, health, safety, and welfare of the Owners and the residents of their Lots, for the
21 improvement, operation, administration, management, preservation, maintenance, and
22 insurance of the Common Area, for liability insurance for the Common Area, and for the
23 payment of taxes, expenses, and obligations lawfully incurred by the Association in
24 connection with the Common Area, it being understood that the judgment of the Board of
25 Directors of the Association in establishing annual assessments, special assessments, and
26 other charges, and in the expenditure of funds, shall be final and conclusive so long as said
27 judgment is exercised in good faith and within the authority granted by this Uniform
28 Amended Declaration and the Articles of Incorporation and Bylaws of the Association.
29

30 **Section 3. Maximum Annual Assessment.**
31 The maximum annual assessment for the calendar year beginning January 1, 1991, shall be
32 Thirty and No/100 Dollars (\$30.00) for each Lot owned. The maximum annual assessment
33 shall increase each calendar year thereafter by an amount equal to ten percent (10%) of
34 the maximum annual assessment for the previous year, without a vote of the membership.
35 The maximum annual assessment for any calendar year may be increased by any amount
36 by the vote of at least fifty-one percent (51%) of the members, by written ballot, pursuant
37 to voting procedures adopted by the Association as set forth in its Articles of Incorporation
38 and Bylaws. The Board of Directors of the Association shall fix the annual assessment each
39 year at an amount not to exceed the maximum annual assessment for such year.
40

41 **Section 4. Special Assessments for Capital Improvements.**
42 In addition to the annual assessments authorized above, the Association may bevy, in any
43 assessment year, a special assessment for each Lot owned, applicable to that year only, for
44 the purpose of defraying, in whole or in part, the cost of any construction, reconstruction,
45 repair, or replacement of a capital improvement located upon the Common Area, including
46 fixtures and personal property related thereto, or for the purpose of maintaining the
47 solvency of the Association if a threatened insolvency is due to unforeseen catastrophic
48 expenses or membership assessment delinquency rates in excess of ten percent (10%),
49 provided that any such special assessment must be approved by vote of at least fifty-one
50 percent (51%) of the members, by written ballot, pursuant to the voting procedures
51 adopted by the Association in its Articles of Incorporation and Bylaws.
52

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Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4.

Any action authorized under Sections 3 and 4 of this Article shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but by less than the requisite fifty-one percent (51%) of the members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officer of the Association not later than thirty (30) days after the date of such meeting, pursuant to the procedures adopted by the Association in its Articles of Incorporation and Bylaws.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments shall be fixed at a uniform rate for each Lot with respect to which an Owner is subject to assessment, except that the amount of the assessment for Lots without a completed residence shall be fifty percent (50%) of the amount of the assessment for Lots with a completed residence.

Section 7. Determination of the Amount of the Annual Assessments and Due Dates.

The amount of the annual assessment provided for herein and the due date or dates for payment of the assessment shall be determined and established by the Board of Directors of the Association at least thirty (30) days prior to the first assessment due date in any calendar year. The due date or dates may be annual, semi-annual, quarterly, or monthly. Written notice of the annual assessment and the due date or dates shall be sent to every Owner subject to assessment at least thirty (30) days prior to the first assessment due date in any calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments due by the Owner of a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against any Owner personally obligated to pay the same, or foreclose the lien against the Lot. Interest, costs, and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce such lien by all methods available for the enforcement of such liens, including nonjudicial foreclosure pursuant to applicable law, and each Owner hereby expressly grants to the Association a power of sale in connection with such lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgagees.

The lien securing payment of the assessments provided for herein shall be subordinate to the lien of mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot, pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve any Lot from liability for assessments thereafter becoming due or from the lien thereof.

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Section 10. Insurance.

(a) The Association shall, to the extent possible, obtain and continue in effect blanket property insurance, which meets Federal National Mortgage Association ("FNMA") guidelines as established by the FNMA Conventional Selling Contract Supplement, to insure the buildings and structures in the Common Area, naming the Association as beneficiary with an endorsement to the mortgagee, if any, against risks of loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, and including coverage against vandalism. (b) The Association shall, to the extent possible, obtain comprehensive public liability insurance acceptable to FNMA in such limits as it shall deem desirable, insuring the Association, its officers, directors, agents, and employees, and each Owner, from and against liability in connection with the Common Area.

ARTICLE V CONSTRUCTION STANDARDS

Section 1. Architectural Control Committee.

No building, fence, or other structure or improvement may be erected, placed, altered, or modified on any Lot until the plans and specifications, including exterior elevations for such improvements, a plat showing the location of such improvements, and a proposed timetable for completion of construction of such improvements shall have been approved in writing by the Architectural Control Committee (the "Committee") for the Covered Subdivisions. The Committee's determination shall be based upon its analysis of the proposed improvement, taking into account the quality of workmanship and materials, conformity and harmony of exterior design with existing structures in the Covered Subdivisions, compatibility of materials of the improvement with the primary residence situated on the Lot, location of the improvement with respect to topography and finished ground elevation, and reasonableness of the proposed time of completion. The Committee shall be composed of five (5) members, all whom shall be Owners, appointed by the Board of Director of the Association.

Requests for approval of improvements by the Committee shall be made in writing and addressed to the Architectural Control Committee of The Woods of Brushy Creek at the address of the Association. Within ten (10) days after it receives any request for approval, the Committee may request, in writing, any information or documentation reasonably needed to make its determination. Upon receipt by the Committee of all of the information requested by it for evaluation of the proposed improvement, the Committee shall have twenty (20) days within which to respond. The Committee's response shall be in writing. If the Committee rejects the request, it shall explain the basis of its decision in its response to the applicant. If the Committee fails to approve or disapprove the request in writing within the twenty (20) day period, the request shall be deemed to have been approved and the applicant may proceed to construct such improvement. However, the Committee's approval of or failure to approve or disapprove any request shall not prevent any Owner from maintaining an action or seeking an injunction to prevent or eliminate any violation of this Uniform Amended Declaration.

A copy of any plans and specifications submitted to the Committee for approval, together with copies of any written information or materials submitted to the Committee in support of the request for approval, shall be maintained by the Committee for the period of at least five (5) years after the date such plans and specifications have been approved or rejected by the Committee or allowed to become approved by the inaction of the Committee. All such plans and specifications shall be clearly marked to indicate their approval and the method thereof (whether by action or inaction of the Committee), or rejection. The Committee shall have the authority to promulgate standards, rules, and regulations governing its own activities and the procedures for processing applications.

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1
2 Neither the Association nor any member of the Committee shall ever be liable to any Owner
3 for any damage or injury to, or loss of value, use, or benefit of, any property resulting from
4 or arising out of any determination of such Committee, provided that such Committee has
5 acted in good faith and within the authority granted herein. In the event of a dispute
6 between the Committee and any Owner, the Association shall bear the expense of any legal
7 action prosecuted by or against the Committee or the Association, and the sole remedy
8 available to any Owner seeking relief from an adverse determination by the Committee shall
9 be to have such determination reversed by a court of competent jurisdiction and to receive
10 injunctive relief. Neither the Association nor the Committee, nor any member of either, shall
11 be responsible for the legal expenses or attorney's fees incurred by any Owner who
12 successfully overturns a determination of such Committee. No member of the Committee
13 shall be entitled to any compensation for services rendered pursuant to this covenant.
14

15 The Committee is empowered, unless otherwise specifically prohibited herein, to grant
16 variances from the requirements of this Article V and Article VII, with respect to any Lot,
17 upon written request from the Owner of such Lot, provided that such Owner can
18 demonstrate (1) adverse economic impact to him, or his Lot, created by the restriction for
19 which such variance is requested, and (2) no significant adverse impact on other Owners or
20 their Lots, either physical, such as increased drainage flow, or economic, such as a
21 reduction in property value. Any variance allowed by the Committee shall be made and
22 become effective upon the recording of an appropriate legal instrument reflecting such
23 variance in the Real Property Records of Williamson County, Texas.
24

25 **Section 2. Minimum Building Sizes.**

26 The total square footage of floor area of the primary dwelling constructed upon any Lot,
27 including all space contained within exterior walls, but excluding garages, carports,
28 outbuildings, porches, patios, breezeways, lanais, and all other areas not intended for
29 primary residential use, shall be not less than 1,000 square feet for a single story dwelling,
30 and not less than 1,500 square feet for a two-story dwelling, which shall have not less than
31 800 square feet of living area on the ground level.
32

33 **Section 3. Exterior Building Materials.**

34 Exterior ground level dwelling walls which face a street (front or side) within the Covered
35 Subdivisions shall be of stone or masonry construction, exclusive of roof gables, windows,
36 doors, or other openings. No aluminum, steel, or other metal or vinyl or other plastic siding
37 may be used on any exterior wall. No metal or wood shingle roofing material may be used
38 on any roof.
39

40 **Section 4. Flatwork, Sidewalks, and Driveways.**

41 All Lots shall have concrete public sidewalks four feet (4') wide and four inches (4") thick
42 constructed between the Lot line and the curb line at thirty inches (30") in front of the front
43 or side of the property line; provided however, that upon written request, the Committee
44 may permit a deviation from this standard in order to protect native trees. Each residential
45 dwelling shall be furnished with a reinforced concrete driveway constructed of reinforced
46 concrete at least four inches (4") thick from its garage to the adjacent street. No asphalt or
47 other non-concrete surfacing material shall be used for sidewalks or driveways.
48

49 **Section 5. Building Setback Lines.**

50 All buildings erected within the Covered Subdivisions shall be placed upon Lots in conformity
51 with the setback lines indicated on the recorded plat of the subdivision in which the Lot is
52 located. In addition to the setback lines established on the records plats, the main residence

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1 constructed upon any Lot shall not be erected within five feet (5') of either side property
2 line or within ten feet (10') of the rear property line, provided however, that a detached
3 garage located not less than sixty feet (60') from a front Lot line may be erected within
4 three feet (3') of a side Lot line, and provided further that the Committee shall be
5 empowered to waive the side and rear setback line requirements established herein if such
6 waiver conforms to the requirements of Article V, Section 1, hereof, concerning variances,
7 and (1) and least 10 feet (10') of clearance is maintained between the structures located on
8 any two adjacent Lots, (2) the structure on the requesting Lot will not be nearer than three
9 feet (3') to the side or rear Lot lines, and (3) such waiver will not result in encroachment
10 upon any dedicated easement or right-of-way and will not violate any applicable zoning
11 ordinances or duly platted subdivision setback line. For purposes of this restriction, the roof
12 overhang of the main dwelling shall not be considered, nor shall any driveway, sidewalk,
13 patio, pool, or open porch.

ARTICLE VI USE RESTRICTIONS

Section 1. Residential Uses Only.

14
15
16
17 All Lots shall be used exclusively for single- family detached residential dwellings. No
18 dwelling may be occupied by more than one (1) family which may consist of no more than
19 two (2) unmarried adults or a married couple and their natural or adopted offspring and no
20 more than one (1) other adult and (1) other minor. The intention of this restrictive covenant
21 is to protect the residential character of the Covered Subdivisions while also insuring that no
22 dwelling is used as a rooming house, hostel, or commune. However, in cases of legitimate
23 family need, the Board of Directors of the Association may grant a temporary variance from
24 this restriction of not more than ninety (90) days duration, provided that such temporary
25 variance does not adversely affect the value or utility of other Lots or the improvements
26 thereon, and provided further that the residential character of the dwelling is maintained
27 and all other restrictive covenants are fulfilled. This restrictive covenant shall not be
28 interpreted to prevent or unreasonably restrict the housing of guests for periods of thirty
29 (30) days or less, provided that all other restrictive covenants established herein are
30 properly fulfilled. No residential dwelling may be used for any commercial, industrial,
31 institutional, or other nonresidential purpose at any time.
32
33

Section 2. Nonresidential Structures.

34
35 No structure other than the primary residential building erected upon a Lot may be occupied
36 at any time as temporary or permanent living quarters. This restriction shall apply without
37 limitation to all mobile homes, trailers, tents, shacks, garages, barns, automobiles, trucks,
38 campers, vans, motor homes, and all similar vehicles or outbuildings. This prohibition is
39 absolute and is intended to strictly and permanently prevent the occupancy by any person
40 on any Lot at any time, whether temporary or permanent, of any vehicle or structure not a
41 part of the primary residential building constructed upon such Lot or an approved extension
42 thereof. Neither the Committee nor the Board of Directors of the Association shall have
43 authority to waive the enforcement of this restrictive covenant, either temporarily or
44 permanently.
45

Section 3. Construction and Sales Facilities.

46
47 At all times during the construction, marketing, or sale of residential dwellings to be erected
48 upon the Lots, the builders thereof shall be entitled to maintain such temporary construction
49 and/or sales offices and such temporary material storage areas and such temporary signage
50 as they shall deem appropriate for the construction, marketing, and sale of such Lots and
51 dwellings. All such temporary constructions and/or sales facilities shall be maintained in a
52 businesslike manner and shall be removed within thirty (30) days after the conclusion of the

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1 builder's activities within the Covered Subdivisions. Except for the ordinary "For Sale" signs
2 not exceeding nine (9) square feet in surface area, no other signs, flags, or commercial
3 displays may be erected or maintained in public view upon any Lot without the prior written
4 consent of the Committee.
5

6 **Section 4. Easements.**

7 Easements for the installation and maintenance of utilities, cable television, and drainage
8 facilities have been reserved on the record plats for the Covered Subdivision or granted by
9 recorded instruments. The grantees of these easements shall be permitted without notice to
10 enter upon such easements for the purpose of installing or maintaining their facilities
11 therein. Neither any grantee of an easement nor any builder constructing improvements
12 within the Covered Subdivisions shall be responsible to any Owner for damage to
13 landscaping, trees, shrubs, flowers, grass, fences, outbuildings, decks, patios, paving,
14 equipment, apparatus, or any other structure or improvement placed or erected upon any
15 easement. No permanent structure may be erected on any portion of an easement without
16 the express written consent of the grantee of such easement or a waiver or abandonment of
17 such easement by the grantee.
18

19 It shall be the Owner's obligation to maintain the appearance of any easement situated
20 upon his Lot in keeping with the overall maintenance requirements for such Lot. Easements
21 for drainage throughout the Covered Subdivisions have been reserved as indicated on their
22 respective recorded plats, such easements being depicted thereon as "drainage easements."
23 No Owner of any Lot may perform or cause to be performed any act which would alter or
24 change the course of such drainage easements in a manner that would divert, increase,
25 accelerate, or impeded the intended flow of water over and across such easements. More
26 specifically, and without limitation, no Owner may:
27

- 28 a) Alter, change, or modify the existing vegetation of the drainage easements in a
29 manner that changes the character of the intended environment of such easements;
- 30 b) Alter, change, or modify the existing configuration of the drainage easements, or fill,
31 excavate, or terrace such easements, or remove trees or other vegetation there from,
32 without the prior written approval of the Committee and all governmental authorities
33 or agencies having jurisdiction thereof;
- 34 c) Construct, erect, or install a fence or other structure of any type or nature within or
35 upon such drainage easements in a manner which would alter or change the course of
36 such drainage easements so as to divert, increase, accelerate, or impede the intended
37 flow of water over and across such easements;
- 38 d) Permit storage, either temporarily or permanently, of any type upon or within such
39 drainage easement;
- 40 e) Place, store, or permit to accumulate trash, garbage, leaves, limbs, or other debris
41 within or upon the drainage easements, either on a temporary or a permanent basis;
- 42 f) Building any driveway, sidewalk, steps, or other structure, or place or permit to remain
43 any plant, vegetation, or other material, which may damage or interfere with the
44 installation or maintenance of drainage facilities, or which may change the direction of
45 flow of drainage channels and ditches in the easements, or which may obstruct or
46 retard the flow of those drainage channels and ditches; or
- 47 g) Fill, level, obstruct, or do anything to change the shape of the drainage channels and
48 ditches, or in any way alter the drainage plan.
49

50 The easement area of a Lot and all improvements in it shall be continuously maintained by
51 the Owner of the Lot, except for those improvements for which a public authority is
52 responsible. The Owner of the Lot shall sod the drainage easement area on his Lot and keep

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1 it properly maintained. The required sodding must be accomplished so as not to reduce the
2 flow capacity of drainage channels and ditches. Proper maintenance includes, but is not
3 limited to, regular mowing of grass and cleaning of silt, sticks, grass, paper, trash, and
4 other accumulated debris from and around drainage channels and ditches. The grantees of
5 such easements, including, without limitation, Brushy Creek Municipal Utility District or its
6 successors, shall be entitled to enter upon any Lot to inspect drainage facilities and ensure
7 compliance with the restrictions and covenants herein contained. Should an Owner be found
8 in violation of any restrictions or covenant contained herein, such grantees, or any one of
9 them, shall have the right to perform drainage facility repair and maintenance made
10 necessary by such violation, and shall be entitled to a lien against the Lot involved for the
11 reasonable costs and expenses of the drainage facility repair and maintenance. Such lien
12 shall be released upon payment by the Owner of such repair and maintenance costs.
13

14 **Section 5. Nuisances.**

15 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done
16 thereon which may be or become a nuisance to the Owner or residents of another Lot, or
17 which will have an adverse effect upon the value or utility of another Lot or the
18 improvements thereon. No exterior lighting may be installed or maintained on any Lot
19 without the prior written approval of the Committee. No exterior speakers, horns, whistles,
20 bells, klaxons, musical loud speakers, outdoor telephone bells, or other sound devices shall
21 be placed or used upon any Lot with the prior written approval of the Committee.
22

23 **Section 6. Common Area Restrictions.**

24 The easement for the use of the Common Area granted herein shall ensure to the benefit of
25 the Owners and their families, tenants, and guests. No such Owners, family member,
26 tenant, or guest shall be permitted to store upon the Common Area, either temporarily or
27 permanently, any vehicle, equipment, apparatus, or other personal property. Neither shall
28 any such Owner, family member, tenant, or guest be permitted to commit any waste upon
29 the Common Area.
30

31 **Section 7. Signs and Decorations.**

32 No signs of any kind, including insignias or logos, shall be displayed to the public view on
33 any Lot, except for the following: (a) One sign of not more than nine (9) square feet
34 advertising the Lot and any improvements thereon for sale or rental; (b) Signs advocating
35 the support of political candidates or issues erected prior to an election to which they
36 pertain; (c) One or more signs or insignias of not more than one (1) square foot aggregate
37 surface area advising that the dwelling on a Lot is protected by a security system or warning
38 of the presence of a dangerous dog; (d) One sign of not more than one (1) square foot
39 identifying a dwelling on a Lot as that of a "block mother," "safe house," or other similar
40 designation in conjunction with an authorized community safety program sponsored by the
41 Association; (e) Signs or insignia approved by the Committee in conjunction with
42 community service programs sponsored by the Association or for special needs which shall
43 not include any commercial purposes; (f) One sign of not more than one (1) square foot
44 identifying a Lot and any improvements thereon as sold. Decorations erected within the
45 public view for holidays or special occasions must be erected in a manner which does not
46 create any hazard or nuisance or inconvenience for any Owner or resident of a Lot. All such
47 decorations or displays must be maintained in a neat and attractive manner and must be
48 completely removed from public view within 10 (10) days after the holiday or event for
49 which they were originally erected.
50

51 **Section 8. Chimney Chase.**

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1 All chimneys will be covered by a chimney chase of masonry or frame construction
2 architecturally compatible with the materials used in the construction of the dwelling. No
3 metal chimney flues or smoke stacks shall be left uncovered.
4

5 **Section 9. Property Maintenance.**

6 It shall be the responsibility of each Owner to maintain the dwelling and grounds on his Lot
7 in a neat and attractive manner at all times. Landscaping shall be properly attended and
8 maintained. Lawns shall be properly cut and edged and weeds shall not be permitted to
9 grow. Trees, shrubs, and ground cover shall be properly trimmed and maintained. Roofs,
10 walls, windows, doors, and other exterior components of any dwelling and outbuildings shall
11 be maintained to prevent the existence of any hazardous condition and to prevent any
12 adverse effect on the value of other Lots or the improvements thereon.
13

14 **Section 10. Landscaping.**

15 Each Owner shall install full cover grass sod or full cover hydromulch application in the front
16 yard of the dwelling on his Lot. In addition, each owner shall plant at least one (1) two inch
17 (2") caliper tree on such Lot in instances where the FHA or VA requires such planting for
18 loan approval. The existence upon a Lot of a native tree or trees of similar size shall fulfill
19 this planting requirement and no further planting shall be required.
20

21 **Section 11. Exterior Storage.**

22 No Lot of easement or right-of-way shall be used for the storage of material, equipment,
23 apparatus, vehicles, tools, implements, boats, firewood, or sporting equipment unless such
24 item is stored within a garage or an approved storage facility or in an area which is
25 completely screened from public view. No storage of any type which creates a hazardous or
26 unhealthful condition or which adversely affects the value of another Lot or any
27 improvements thereon will be permitted.
28

29 **Section 12. Garbage and Refuse Disposal.**

30 Garbage and trash shall be kept in sanitary containers screened from public view. Trash,
31 garbage, debris, rubbish, and junk may not be permitted to collect or remain on any Lot.
32 The Association may, at its option, enter into a contract with a garbage collection company
33 to provide garbage collection services to the Owners. By acceptance of the Deed to his Lot,
34 each Owner authorizes the Association, on behalf of such Owner, to enter into such
35 contracts for garbage disposal as it may deem proper. Charges to be paid for garbage
36 collection services shall be independent of and in addition to the annual and special
37 assessments charged by the Association. Each Owner agrees to pay such charges directly to
38 the contractor or to the Association to be forwarded to the contractor on behalf of such
39 Owner. Failure of an Owner to pay the charges for garbage services with respect to any Lot
40 owned by him shall entitle the Association to a lien against such Lot in the amount of the
41 unpaid charge. Such lien shall be attached and collected in the manner of the lien for annual
42 and special assessments.
43

44 **Section 13. Oil and Mining Operations.**

45 No drilling, development, refining, quarrying, or mining operations of any kind shall be
46 permitted upon any Lot, nor shall oil wells, storage tanks, mine shafts, tunnels, mineral
47 excavations, sand or gravel excavations, lignite excavations, or shafts be permitted upon
48 any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall
49 be erected or permitted upon any Lot.
50

51 **Section 14. Water and Sewage System.**

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1 No individual water supply system or sewage disposal system shall be permitted on any Lot,
2 including, but not limited to, water wells, cesspools, or septic tanks.
3

4 **Section 15. Pets.**

5 No agricultural animals, livestock, or poultry of any kind may be raised, bred, or kept on
6 any Lot, temporarily or permanently. Household pets such as domestic cats, dogs, tropical
7 birds, and tropical fish shall be permitted provided that no more than two adult animals of
8 the same species shall be permitted, except tropical fish or other typical aquarium animals.
9 The following animals shall not be permitted on any Lot at any time because of the potential
10 hazard or nuisance they pose to other Owners or Lots or because of the negative impact
11 they may have on the value of other Lots and the improvements thereon; (a) Rabbits; (b)
12 Poisonous Snakes; (c) Boa Constrictors, Pythons, Anacondas, and other similar large
13 tropical snakes; (d) Chickens, Ducks, Geese, Guinea Fowl, and other poultry; and (e) Any
14 animal being housed in a cage or hutch or pen erected outside of the main dwelling upon
15 any Lot, unless such structure has been approved by the Committee and is maintained by
16 the Owner in a manner which prevents noxious odors, insects, or other nuisances, or health
17 problems.
18

19 **Section 16. Vehicles, Trailers, and Equipment.**

20 The following vehicles, equipment, and apparatus may not be parked or stored on any Lot
21 or easement or right-of-way adjacent to any Lot, either temporarily or permanently, within
22 public view. This restriction shall not prohibit the parking or storage of any item not
23 otherwise restricted hereunder if such item is completely concealed from public view by
24 being kept within a garage or outbuilding approved by the Committee or completely
25 concealed behind a fence or enclosure approved by the Committee.

- 26 a) Any motor vehicle which is not in daily use upon the public streets and highways of the
27 community;
- 28 b) Any vehicle which is wholly or partially inoperable or which does not bear current valid
29 license plates and/or inspection stickers;
- 30 c) Any trucks, except ordinary household pickup trucks or vans;
- 31 d) Any commercial vehicles or vehicles bearing any insignias, sign, or name, or any
32 vehicle equipped with commercial apparatus such as headache racks, plumbing
33 apparatus, compressors, tool bins, storage bins, or winches;
- 34 e) Any motor homes, campers, trailers, or mobile homes;
- 35 f) Any boats, boat motors, boat trailers, or boating equipment;
- 36 g) Any industrial or agricultural equipment, including garden tractors and trailers and any
37 other farm or construction implements or equipment;
- 38 h) Any other equipment, vehicles, or apparatus intended for transportation or hauling,
39 other than ordinary personal automobiles, pickup trucks, and vans as excepted above.
40

41 There shall be a temporary exemption from the prohibitions established in this Section for
42 any commercial or industrial vehicle or equipment temporarily parked or stored upon any
43 Lot or street adjacent thereto for the immediate purpose of providing a commercial or
44 industrial service thereto. The intention of this restrictive covenant is to prohibit the
45 overnight parking in public view of any commercial or industrial vehicle or equipment within
46 the Covered Subdivisions. Each Owner, by acceptance of the Deed to a Lot, agrees, for
47 himself, his family, guests, and tenants, to abide by this restrictive covenant and to not
48 park or store overnight, or cause or allow to be parked or stored overnight, any commercial
49 or industrial vehicle or equipment within public view upon any Lot or street within the
50 Covered Subdivisions. It is the further intention of this restrictive covenant to protect the
51 values of the Lots and improvements thereon by prohibiting the storage in public view of
52 any recreational vehicle, equipment, implement, or boat upon any Lot or street within the

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1 Covered Subdivisions, and each Owner, by acceptance of the Deed to a Lot, agrees, for
2 himself, his family, guests, and tenants, that no such vehicle, equipment, implement, or
3 boat will be parked or stored, or caused or allowed to be parked or stored, on any Lot or
4 street in the Covered Subdivisions within the public view. Owners or residents owning motor
5 homes, trailers, mobile homes, or boats who desire to store them on a Lot must conceal
6 them within a garage or outbuilding approved by the Committee or behind a screened
7 enclosure approved by the Committee.
8

ARTICLE VII OUTBUILDINGS AND APPURTENANCES

9
10
11 **Section 1. Maintenance of Traffic Sight Lines.**

12 No fence, wall, hedge, or shrubbery planting which obstructs sight lines shall be placed or
13 permitted to remain on any corner Lot within the triangular area formed by the street
14 property lines and the line connecting them at points twenty-five feet (25') from the
15 intersection of such property lines or, in the case of a rounded property corner, from the
16 intersection of the street property lines extended. The same sight line limits shall apply on
17 any Lot, within the triangular area formed by a line connecting the street property lines to
18 the edge of any driveway or alley pavement at a point ten feet (10') from the intersection of
19 such street property lines and driveway or alley pavement. No tree or shrub shall be
20 permitted to remain within any such area unless the foliage is maintained at sufficient
21 height to prevent obstruction of such sight lines.
22

23 **Section 2. Fences.**

24 No fence, wall, or hedge shall be built or maintained above grade level on any Lot nearer
25 than the front-most wall of the living area of the residential dwelling constructed on such
26 Lot, provided however, that decorative fences or walls or hedges may be permitted in the
27 area forward of the front-most wall of the living area of the residential dwelling upon such
28 Lot if such decorative fences, walls, or hedges do not extend beyond the front building
29 setback line upon such Lot as reflected in the recorded plat of the subdivision of which such
30 Lot is a part. Fences shall be of wood or masonry construction only. No metal or plastic
31 fences shall be permitted, except decorative wrought iron fences. All fences must have the
32 prior written approval of the Committee.
33

34 **Section 3. Garages.**

35 Each residential dwelling in the Covered Subdivisions shall have, at a minimum, an enclosed
36 one-car garage and driveway. No carports will be permitted.
37

38 **Section 4. Outbuildings.**

39 All outbuildings must have the prior written approval of the Committee. No outbuilding,
40 except a detached garage, shall exceed eight feet (8') in height or eighty (80) square feet of
41 floor area. All outbuildings on a Lot must be architecturally compatible with the residential
42 dwelling on such Lot and located behind a six foot (6') high privacy fence or other enclosure
43 approved by the Committee. If the outbuilding is architecturally incompatible, then it must
44 be completely concealed from public view behind a fence or enclosure approved by the
45 Committee. Metal storage sheds are not considered architecturally compatible with the
46 residential building, and therefore are not allowed unless completely concealed from public
47 view. All buildings must be maintained in a state of good repair. No unsafe or unsightly
48 outbuilding shall be permitted to remain on any Lot. Outbuildings include, without limitation,
49 all storage sheds, barns, detached garages, playhouses, dog houses, and all other outdoor
50 storage facilities.
51

52 **Section 5. Antennae.**

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1 No television, radio, or satellite receiving dish, antennae, apparatus, or facility of any kind
2 shall be erected or maintained on any Lot, unless approved by the Committee and
3 completely concealed from public view within an enclosure approved by the Committee.
4

5 **Section 6. Athletic Facilities.**

6 No basketball goals, volleyball standards, or other athletic equipment or facilities shall be
7 erected or maintained within the public view on any Lot, except that one (1) basketball goal
8 may be erected within the public view on each Lot if it will not create an unreasonable
9 nuisance or unsafe condition and will not detract from the value of other Lots or the
10 improvements thereon. No such facility may be erected on any Lot nearer to the street than
11 the front Lot setback line. All such facilities must have the prior written approval of the
12 Committee.
13

14 **Section 7. Swimming Pools.**

15 All swimming pools must have the prior written approval of the Committee. All swimming
16 pools must be enclosed behind a fence of at least six feet (6') in height with a locking gate
17 approved by the Committee.
18

19 **Section 8. Mailboxes.**

20 In the event that door to door delivery of mail is provided within the Covered Subdivisions
21 by the United States Postal Service, the Committee shall establish specific criteria for the
22 erection of postal mailboxes. In the event that the United States Postal Service requires
23 pedestal delivery centers to serve several homes, such centers shall be erected pursuant to
24 the standards established by the United States Postal Service and shall thereafter be
25 maintained by the Association at its sole cost and expense.
26

27 **Section 9. Solar Facilities.**

28 Solar collectors, apparatus, or equipment may not be installed or maintained on any Lot
29 without the prior written consent of the Committee. No such apparatus or equipment shall
30 be installed on any Lot in any manner which permits it to be visible to an observer at any
31 point along the front street property line of such Lot.
32

33 **ARTICLE VIII TERM**

34
35 This Uniform Amended Declaration is made and adopted to run with the land and shall be
36 binding upon and inure to the benefit of all Owners, their heirs, executors, administrators
37 successors, or assigns, until January 1, 2025, and for successive ten (10) year periods
38 thereafter, unless, within one hundred and eighty (180) days prior to such date or prior to
39 the expiration of any succeeding ten (10) year period, a majority of the then Owners
40 execute and cause to be recorded in the Real Property Records of Williamson County, Texas,
41 an instrument terminating this Uniform Amended Declaration, effective January 1, 2025, or
42 effective the first day of January of any ten (10) year anniversary date thereafter.
43

44 **ARTICLE IX ENFORCEMENT**

45
46 If any person or entity shall violate or attempt to violate or permit or cause the violation of
47 any of the covenants, conditions, or restrictions herein contained, the Association or any
48 Owner or any easement grantee under Article VI, Section 4 hereof, may prosecute any
49 proceedings at law or in equity against the person or entity violating or attempting to violate
50 or permitting or causing the violation of any of such covenants, conditions, or restrictions,
51 either to prevent the violation thereof or to recover damages for any such violation. In any
52 action brought under this Article IX resulting in judgment upholding the enforcement hereof,

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1 the person or entity enforcing this Uniform Amended Declaration shall also recover its actual
2 attorney's fees and other costs incurred in prosecuting such action. No person or entity who
3 violates this Uniform Amended Declaration and against whom legal action has been initiated
4 may escape responsibility for such attorney's fee or other costs by voluntary compliance
5 herewith after such action has been filed, and the initiator of such action shall have the right
6 to pursue such action to its conclusion and to obtain a judgment awarding the recovery of
7 its attorney's fees and costs notwithstanding the voluntary compliance of such violator. The
8 invalidation of any one or more of the covenants, conditions, or restrictions herein contained
9 by judgment or court order shall in no way affect any of the other covenants, conditions, or
10 restrictions, which shall remain in full force and effect.
11

ARTICLE X CONTINUING EFFECT OF EXISTING RESTRICTIONS

12
13
14 This Uniform Amended Declaration shall not relieve any person or entity of any obligation
15 for the payment of any annual or special assessment owed to the Association under any
16 applicable provision of the Existing Restrictions as of any effective date hereof, or of any
17 liability for any violation of any applicable provision of the Existing Restrictions occurring
18 prior to any effective date thereof, provided however, that no claim shall ever be prosecuted
19 or enforcement or other action taken hereunder against any person or entity for any
20 violation of any part of the Existing Restrictions, if the act, failure to act, or condition
21 constituting such violation would not be a violation hereunder if occurring after any effective
22 date hereof. No dwelling, improvement, structure, or personal property constructed or
23 placed on any Lot prior to any effective date of this Uniform Amended Declaration shall be
24 deemed in violation of this Uniform Amended Declaration if such dwelling, improvement,
25 structure, or personal property was constructed or placed upon such Lot, and has since
26 been maintained upon such Lot, in accordance with applicable Existing Restrictions, or
27 approvals or variances granted thereunder.
28

ARTICLE XI AMENDMENT

Section 1. Amendment by Owners.

29
30
31
32 At any time, the Owners of seventy-five percent (75%) of the Lots may amend this Uniform
33 Amended Declaration by executing and filing in the Real Property Records of Williamson
34 County, Texas, an instrument containing such amendment.
35

Section 2. Amendment by the Association.

36
37 The Association shall have the right at any time and from time to time, without the joinder
38 or consent of any Owner or any other person or entity, to amend this Uniform Amended
39 Declaration by an instrument in writing duly signed and filed for record in the Real Property
40 Records of Williamson County, Texas, for the purpose of correcting any typographical error,
41 resolving any ambiguity, or eliminating any inconsistency appearing in this Uniform
42 Amended Declaration, provided that any such amendment shall be consistent with and in
43 furtherance of the general plan and scheme of development as evidenced by this Uniform
44 Amended Declaration, and shall not impair the vested property rights of any Owner or his
45 mortgagee.
46

47 EXECUTED by subdivision as set forth on the attached pages (none).