

DECLARATION OF COVENANTS, CONDITIONS

AND

RESTRICTIONS OF THE ARBORS AT DOGWOOD CREEK

SECTION 2

WHEREAS, Sabine Investment Company of Texas, Inc. ("Developer") is the owner and developer of **THE ARBORS AT DOGWOOD CREEK, SECTION 2 (The Arbors)**, located in Bastrop County, Texas (the "Subdivision") according to the plat executed by Sabine Investment Company of Texas, Inc., which plat was filed in Cabinet 3, Page ^{126 B AND} ~~127 A 1B~~, in the Plat Records of Bastrop County, Texas; and,

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing lots in the Subdivision to place restrictions and conditions thereon designating and describing the manner and for what purposes lots in the Subdivision may be used, and the type and size of structure erected in the Subdivision, which purposes are to be effectuated by this Declaration of Covenants, Conditions and Restrictions (the "Restrictions");

NOW, THEREFORE, Developer hereby establishes the following reservations, conditions and restrictions of the Subdivision to be covenants running with the land, binding upon and to inure to the use and benefit of itself, its successors and assigns and to purchasers of lots in the Subdivision, and, as herein provided, and in accordance with the provisions hereof, for the use and benefit of purchasers of lots in adjoining property which has been, or may be, developed and sold by Developer and made a part of the Subdivision:

1. LAND USE AND BUILDING TYPE

(a) **Land Use.** All lots in the Subdivision shall be used for single family residential purposes. Only one single family residence shall be permitted on each lot. Temporary uses may be made of the lots by Developer for model houses, parking lots and/or sales offices, which shall be permitted until such units are sold or until permanent cessation of such uses takes place.

(b) **Building Types.** No building will be erected, altered, placed or permitted to remain on any lots other than:

(1) Site-built homes, constructed of new materials and having a minimum of eighteen hundred (1800) square feet of climate controlled area and if more

than one story the ground floor shall be not less than fourteen hundred (1400) square feet and the combined area for the first and second floors shall be not less than two thousand two hundred (2200) square feet; or

- (2) A servant or guest house that does not conform to the minimum square footage requirement so long as it otherwise conforms to these restrictions and is constructed after completion of the primary home.
- (3) Barns and outbuildings constructed of new materials and approved by the Architectural Committee.
- (4) All residences in the subdivision shall have at least 25% of exterior wall space constructed of stone, brick or stucco. Except corner lots – 75% masonry- (stone, brick, stucco) construction.

All residences must be completed within one (1) year from start of construction and all landscaping shall be completed within six (6) months, after construction of the home is complete. All garages and carports shall be large enough to accommodate under roof two full-sized automobiles and attached to the home unless permission is granted by the Architectural Committee to deviate from this requirement.

2. ARCHITECTURAL CONTROL COMMITTEE

- (a) Creation of Architectural Control Committee. There is hereby created an Architectural Control Committee which shall be composed of Jim Brasse, Steve Mills and Gene Foy. The Architectural Control Committee shall be free from liability for actions within the scope of the Architectural Control Committee's function.
- (b) Required Approval of Plans. No building or other structure or improvement shall be constructed, erected or placed on any lot nor shall any exterior additions to or change or alteration therein be made prior to approval by the Architectural Control Committee as to quality and workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with the Restrictions. As to site-built homes, all final plans and specifications must be submitted to the Architectural Control committee. Plans, specifications and plats shall be filed with the Committee by delivery to the office of the Developer or the Improvement Association.
- (c) Approval Process. In the event that any plans and specifications or photographs are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject, in writing, such plans and specifications or photographs for a period of thirty (30) days following such submission, then approval is presumed.

(d) Expiration of Term. When seventy-five per cent (75%) of the lots subject to the Restrictions are sold by the Developer (including any additional land which may become subject to the Restrictions pursuant to Section 26 hereof) and the Developer has no intention of adding any additional land to the Subdivision, the term of the Architectural Control Committee shall be deemed to have expired and The Arbors Improvement committee shall assume the duties of the Architectural Control Committee.

3. **TEMPORARY STRUCTURES**

No structure of a temporary character including, but not limited to, a tent, shack, garage, barn, house trailer, camper or other temporary facility shall be used on any lot as a residence either temporarily or permanently.

4. **BUILDING LOCATION**

No building or structure shall be located on any lot nearer the street than the setback lines on the recorded plat. Likewise, no building or structure shall be located nearer than ten feet (10') to an interior lot line or any easement shown on the plat, or nearer than twenty-five feet (25') to the rear lot line, with the exception of drainage easements of which there will be no setback requirement. Eaves, steps, terraces, patios, swimming pools, walls and fences shall not be considered as part of a building for purposes of this section.

In the event a buyer purchases two or more adjoining lots and desires to construct a dwelling across the common side lot line(s), the Architectural Committee may permit such act by written waiver of the side lot line setbacks, provided there is not then, or known to be planned, any utility easement along the common side lot line. Said approval will be subject to the approval of and compliance with any County or State statutes or guidelines.

5. **FENCES AND WALLS**

Fences shall be constructed of wood, brick, rock, stuccoed block, wrought iron or pipe with the maximum height not to exceed six feet (6'). If vertical board fencing is used, the horizontal boards must face to the inside of the yard being fenced such that only the vertical boards will be visible from the street or adjoining property owner.

No chain link fence will be permitted on any lot unless it is not visible from the street. No barbed wire may be used on any lot. However, any existing barbed wire fence along the perimeter of the entire lot may remain, but should it be removed, the new fence must conform to these restrictions.

All fences and walls must have the written approval of the Architectural Committee prior to construction and the Architectural Committee may deviate from the Restrictions above if they feel it is in the best interests of the Subdivision. No fencing shall be erected before the construction of the permanent residence without permission of the Architectural Committee.

6. **RESUBDIVISION**

No lot in the subdivision may be further subdivided, except by the Developer.

7. **BUSINESS**

No gainful occupation, trade, or other non-residential use shall be conducted on any lot.

8. **OIL AND MINING OPERATIONS**

No drilling, development, refining, quarrying, mining, or prospecting operations for any minerals shall be conducted on any lot, nor shall any well, tank, tunnel, or mineral excavation be permitted on any lot.

9. **CLOTHESLINES**

No clotheslines shall be constructed, placed or erected on any lot in such a way as to be visible from outside that lot.

10. **PARKING**

No inoperative or unlicensed vehicle or bus may be kept on any lot at any time, however, motor homes, campers, boats, trailers, trucks one-ton or less, will be allowed to be stored on a lot as long as they are not visible from streets in the subdivision.

11. **ANTENNAE**

No television nor satellite dish will be permitted where and when television cable is available to a lot unless a variance is granted by the Architectural Committee. Other antennae such as those used for citizen band or short wave radio must be hidden from view. Should the Architectural Committee grant a variance for a satellite receiver then the receiver must be placed such that it is located in the backyard of the residence and generally out of view from the street.

12. EASEMENTS

Developer, for and on behalf of itself and the Association, reserves easements for installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. The easements are for the purpose of installing, using and maintaining public utilities. The easements are for the general benefit of the subdivision and the property owners and are reserved and created in favor of all utility companies serving the Subdivision. Furthermore, Developer, for itself and The Arbors Improvement Association, reserves an easement over and across all parkways, streets and common areas shown on the Plat.

13. **DEDICATION OF COMMON AREAS**

All of the areas designated as common areas on the Plat are hereby dedicated as common areas for the use and benefits of all persons and entities owning property or an interest in any property in the Subdivision, and to purchasers of lots in adjoining property which has been, or may be, developed and sold by the Developer. Ownership of common areas within the Subdivision shall be conveyed to the Association when seventy-five percent (75%) of the lots in the Subdivision, including any and all lots which may become part of the Subdivision pursuant to Section 26 hereof, have been sold and Developer has no intention of adding additional lots or sections to the Subdivision. These restrictions shall not apply to the common areas and reserve areas shown on the plat.

14. **RECREATION FACILITIES**

Developer, or the Association, shall have the right, but not the obligation, to operate legitimate recreational facilities upon the areas designated as common areas on the Plat, or upon any lot which Developer, at its sole discretion, determines would be suitable for such recreational facilities. Developer, or the Association, shall have the right, but not the obligation, to construct and operate any and all facilities in connection therewith, such as, but not limited to, swimming pools, tennis courts and other types of recreational facilities.

15. **LIVESTOCK AND POULTRY**

Although household pets are permitted on any lot in The Arbors, no swine or poultry of any kind, shall be raised, bred or kept on any lot. F.F.A. project animals, horses or cows which are not kept, bred or maintained for commercial purposes are allowed on lots 98-137, 210, 211, 212, 241-271.

16. **GARBAGE AND REFUSE DISPOSAL**

No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each lot owner shall