

RESTRICTIVE COVENANTS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF WILLIAMSON

That Cypress Mill Joint Venture being the sole owner of all lots in Cypress Mill I Section One, a subdivision in Williamson County, Texas, according to the map or plat of said subdivision recorded in Cabinet H, Slides 110 - 112, Plats Records of Williamson County, Texas hereby imposes the following covenants, conditions, and restrictions upon all of said property:

1) **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. Except as herein after provided, no building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars.

2) **DWELLING COST, QUALITY AND SIZE.** The total floor area of any single family structure or dwelling, exclusive of open porches and garages or carports, built on any lot in said subdivision shall contain not less than 1100 square feet and the construction cost shall not be less than \$35,000, based upon cost levels prevailing on the date these covenants are recorded. For a dwelling of more than one story, the combined area for the first and second floors shall be not less than 1300 square feet. It is the intention and purpose of this covenant to assure that all such dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size.

3) **UTILITY AND USE EASEMENTS.** Public utility easements are reserved as shown on the recorded plat and over the rear seven and one-half (7 1/2) feet of each lot. These easements are reserved for installation and maintenance of public utilities and public drainage facilities, and they are also reserved in each block as needed for adequate surface drainage of all lots within each block. Easements five feet in width are also reserved on each side of all side lot lines as needed for adequate surface drainage of all other lots within the block. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements or which may obstruct or retard the flow of water through the drainage channels or swales in the easements; provided, however, that a brick return of two (2) feet maximum extension and a fireplace originally constructed as part of the residence shall be allowed on each residence within this easement if adequate surface drainage is maintained. The easement area in each lot and all improvements in it shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

4) **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet minimum, 35 feet maximum, to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set back lines. No dwelling shall be located on any lot nearer than 7 1/2 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and the two-foot (2') brick returns and fireplaces mentioned in Section 3 above, shall not be

considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5) **FENCES, WALLS AND HEDGES.** Fences, walls and hedges shall not be built or maintained forward of the front wall of the house erected on that lot, except for trellises and/or decorative fences included in the architectural design of the house. Those decorative fences shall be allowed to extend no more than fifteen feet in front of the front wall line of the house. Side yard fence on corner lots may be built on the property line as limited by the provisions of Paragraph 16. Chain link, cyclone or similar fences shall be prohibited except as specifically approved by the Architectural Control Committee.

6) **MASONRY.** Not less than twenty-five percent (25%) of the exterior wall of any single family residence or fifty percent (50%) of any duplex shall be of masonry veneer construction. In addition, for corner lots, fifty percent (50%) of the exterior wall area shall be of masonry veneer construction; provided, however, that a minor deviation from the 25% or 50% masonry requirement may be allowed if a specific waiver as to a particular lot is approved by the Architectural Control Committee. In computing the area to be covered by masonry veneer, door and window openings on a wall shall be considered to be masonry. The area to be covered by masonry veneer shall be measured from the top of the slab to the top of standard door and window openings and shall not include the gable.

7) **NUISANCES.** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle or motor repair work, other than minor emergency repair, shall be conducted on any lot or in the street adjoining any lot. No "A" frame, hoist or other device for lifting vehicle or parts thereof, and no disabled vehicle shall be stored or parked in the open on any lot or any street adjoining any lot. Notwithstanding any of the above, no vehicle of any type shall be parked in the open on a portion of any lot other than a private driveway constructed with the approval of the Architectural Control Committee.

8) **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be placed or used on any lot at any time as a residence either temporarily or permanently.

9) **SIGNS.** No sign of any kind shall be displayed to the public view on any single family residential lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

10) **UNSIGHTLY OBJECTS.** Motorboats, campers, trucks or trailers, and other unsightly vehicles or objects, including satellite dish receivers, shall be parked, stored or installed in the back of the front wall line of the house and shielded by a solid wood or masonry privacy fence or an enclosed building, which screens such objects from ordinary public view; provided, however, that any such fencing and/or enclosures shall comply with all applicable state, county and municipal regulations.

11) **OIL AND MINING OPERATIONS.** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, crude oil tanks, tunnels, mining excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12) **COMMERCIAL USE.** No part of any said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession, except that CYPRESS MILL JOINT VENTURE, its successors, or agents may erect and maintain sales offices and exhibit houses in said subdivision.

13) **RESUBDIVISION.** The owner or owners of any two or more adjacent lots shall have the right, without the consent of the remaining property owners in the subdivision, to resubdivide provided such resubdivision is approved by the Architectural Control Committee.

14) **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

15) **GARAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16) **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 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 sightline limitation shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or ally 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 sightlines.

17) **EXISTING DWELLINGS.** No existing dwelling shall be moved onto any lot in this subdivision.

18) **ARCHITECTURAL CONTROL:**

A) No building shall be erected or placed on any lot in said subdivision nor shall any existing structure be altered or removed until the building plans and specifications showing exterior design, height, building material and color scheme thereof, and a plot plan showing the location of the structure and driveways have been submitted to and approved in writing by the Architectural Control Committee.

B) The Architectural Control Committee is composed of Jan Ode', Blake Magee and Tim Jamail. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, CYPRESS MILL JOINT VENTURE, its successors or assigns, shall have the option of changing the membership of the committee.

C) The Architectural Control Committee shall exercise its best judgement to see that all improvements and structures in the subdivision conform to and harmonize with the existing surrounding structures, and that trees and environment are reasonably protected; and when, in the opinion of the Committee, a waiver or modification of any of these restrictive covenants would not impair or detract from the high quality of the subdivision, it may by written instrument in recordable form waive or modify any such restriction. In the same manner, it shall have the power to approve or disapprove resubdivisions of parts of the subdivision and to permit in the resubdivided areas, the creation of residential Planned Unit Developments as now defined as Residential Cluster Housing. The Architectural Control Committee shall serve without compensation and shall not be liable in damages to anyone for any action taken or any failures to act.

D) If said building plans, specifications, and plot plans are not approved or disapproved within thirty days following the date on which the same are submitted for approval, or if no injunction suit shall have been commenced prior to the completion of the work, then proper approval of the building plans, specifications and plot plan shall be conclusively presumed to have been had and obtained.

19) **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of then owners of lots in said subdivision have been recorded agreeing to change said covenants, conditions and restrictions, in whole or in part.

20) **ENFORCEMENTS.** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21) **SEVERABILITY.** Invalidation of any one of these covenants by judgement or a court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS its hand this 9th day of July, 1987.

CYPRESS MILL JOINT VENTURE,
a Texas Joint Venture

By Marc Bailes
Marc Bailes, Senior Vice President
Nash Phillips/Copus, Inc., Venturer

By Emile Jamail
Emile Jamail, Trustee, Venturer