

DEED RESTRICTIONS FOR THE HILLS OF LOST CREEK SUBDIVISION

SECTION EIGHT

THE STATE OF TEXAS

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1100  
3-14 9440

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That RANDY MORINE, BUILDER, INCORPORATED, A corporation organized under the Laws of the State of Texas, acting by and through its president, Randy Morine and having its home office in Austin, Travis County, Texas, for the development of The Hills of Lost Creek Section Eight that will be binding on Randy Morine, Builder, Inc. and its successors in title to land in The Hills of Lost Creek Section Eight.

NOW, THEREFORE, all the aforementioned owners do hereby make the said Hills of Lost Creek Section Eight, subject to the following restrictive covenants, to wit:

A.

The property which is and shall be held, transferred, sold, and conveyed, subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

All of the lots in The Hills of Lost Creek, Section Eight, a subdivision in Travis County, Texas, according to the plat thereof of record in Book 23, Pages 78 A & 78 B, Plat Records of Travis County, Texas to which plat and its record reference is here made for all purposes.

B.

The property described in Section A. hereof is encumbered by the covenants, conditions, restrictions, reservations and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvement of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to prevent hap-hazard and inharmonious improvements of said lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

B-1. Land Use and Building Types. No lot shall be used except for residential purposes except that the developer may maintain an office on the property until all the homes are sold. No building structure or living accommodations of any type shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height. All buildings shall be of recognized standard construction, and no building shall remain uncompleted for more than one year after construction has been commenced.

DEED RECORDS  
Travis County, Texas

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**B-2. Architectural Control.** No building shall be erected, placed or altered on any lot until a copy of the construction plans and specifications and a plan showing the location of the structure and all driveways have been delivered to and approved by the Architectural Control Committee, hereinafter called "Committee", as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. A copy of the construction plans and specifications shall remain in the possession of said Committee until this subdivision has been built out in its entirety. The Committee's approval or disapproval as required in these covenants shall be in writing. The decision of the Committee shall be rendered at the earliest practicable date but in no event later than twenty (20) working days subsequent to initial receipt of plans and specifications and location plan. A copy of the plans and specifications and location plan shall be delivered to the Architectural Control Committee at the office of Randy Morine, Builder, Inc, 4501 Spicewood Springs Road, Austin, Texas not less than twenty-five (25) days prior to the date construction is commenced. In the event the Committee, or its designated representative, fails to approve or disapprove within twenty (20) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. 3-14 9441

**B-3. Dwelling Size.** The ground floor of the main structure of a single-family dwellings on all lots, excluding all open and covered porches and decks and garages, shall not be less than 2,000 square feet for a one-story dwelling and not less than 1,100 square feet for a two-story dwelling, with the combined area of the first and second floors being not less than 2,200 square feet. The exterior walls of all one-story dwellings excluding gable ends and the lower story of all two-story houses will be of 100% masonry.

**B-4. Building Location.** No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. No building shall be located on any lot nearer than fifteen (15) feet to the side lot line if said lot line is a street. For purposes of determining the front and side lot lines on a corner lot, the house front determines the lot front within the plat building lines. No building shall be located on any lot nearer than seven and one-half (7½) feet to any interior side lot line, and the total combined distances between the two sides of the building and the two side lines shall be at least fifteen (15) feet. No building shall be located nearer than fifteen (15) feet from any rear lot line on any lot. For purposes of these covenants, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

**B-5. Fences, Walls, Hedges.** No exterior fences, wall, and hedges may be erected, placed or altered on any lot until plans and specifications showing the construction and location of such walls, fences, or hedges are submitted to the Committee and approved as to design, materials, and height. No hedge, fence, or wall may be erected, placed or altered on any lot nearer to any street than the building set back line on that lot, unless approved by the Committee. No chain link fences will be permitted within the subdivision.

**B-6. Easements.** Easements for installation and maintenance of utilities and drainage facilities and public walkways and fences are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**B-7. Nuisances.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which is opposed to the purpose of these restrictions.

B-8. Temporary Structures or Emplacements. No structure or placement of a temporary character, mobile home, motor home, recreational vehicle, boat, bus, trailer, derelict, junk or racing vehicle, or any vehicle without a current license plate, or tent, shack, shed, barn, or other out-building that is larger than eight (8) feet by ten (10) feet in width, eight (8) feet in height, shall be erected, placed, driven, altered or permitted to remain on any lot or any street at any time, either temporary or permanent, without the prior written consent of the Committee. No residential building may be moved upon any lot as this addition. The use of an outside tool or storage shed must be so designed as to preclude visible and objectionable sighting from the frontal streetside elevation.

B-9. Signs and Sales Program. No signs of any kind shall be displayed for public view on any lot except one professional sign of not more than three and one-half (3½) square feet advertising the property for sale or rent, except a model house sign that developer may at his discretion use for a model house sign that developer may at his discretion use for a model home. 3-14 9442

B-10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind at any time shall be permitted upon or in any lot, nor shall oil wells, tanks, derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that any owner may keep not more than two (2) dogs, two (2) cats or two (2) other house hold pets, provided that they are not kept, bred or maintained for any commercial purposes.

B-12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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.

B-13. Water Supply. No individual water supply system shall be permitted on any lot.

B-14. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

B-15. Sight Distance at Intersection. No fence, wall, hedge or shrub plantings which obstruct sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and 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 line extended. The same sight line limitation shall apply on any lot within ten (20) feet from an intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-16. Garages. Each dwelling shall at all times have a garage for not less than two (2) nor more than four (4) cars.

B-17. Antenna or Transmitter. No exposed or external radio, television, or any other type of antenna or transmitter shall be erected, placed or maintained on the property.

B-18. Swimming Pools. No above-ground swimming pools will be allowed. Swimming pools in excess of six feet in diameter must be of a permanent nature.

C-1. Membership. The Hills Of Lost Creek, Section Eight, Architectural Control Committee shall initially be composed of Randy Morine, Jim Rado, and Rod Stewart.

So long as Randy Morine, Builder, Inc. owns any lot in Lost Creek, Section Eight, Randy Morine, Builder, Inc. shall have the right to remove any member of the Architectural Control Committee, and to appoint a successor in the event of such removal or in the event of the death or resignation of any member of the Committee. The majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as Randy Morine, Builder, Inc. no longer owns any lot in The Hills of Lost Creek, Section Eight, and thereafter, the then record owners of the majority of the lots in The Hills of Lost Creek, Section Eight, shall have the power through a duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties.

3-14 9443

C-2. Authority. Notwithstanding anything herein to the contrary, the Architectural Control Committee may, in its sole discretions, waive or permit a variance from any of the covenants, conditions or restrictions set forth herein, except for the use restrictions set forth in Section B-1 hereof.

C-3. Liability. The Architectural Control Committee shall not have any liability to any lot owner or any other person, firm or corporation, for any decision which may make, either with respect to approval or disapproval of construction plans and specifications, or permitting or failing to permit any waiver or variance from any of the covenants, conditions and restrictions set forth herein.

D-1. 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 twenty-five (25) years from the date these covenants are recorded. After that time, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourth (3/4) of the then owners of the lot has been filed of record in the Travis County Deed Records, agreeing to change such covenants in whole or in part.

D-2. Enforcement. If the owner of any lot or their heirs, executors, administrators, successors, assigns or tenants shall violate any of the covenants set forth in this declaration, it shall be lawful for any person or persons owning any lot encumbered by this declaration of Randy Morine, Builder, Inc. to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant. If the failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the developer and other owners of lots in The Hills of Lost Creek, Section Eight, then cumulative of all other common law or statutory remedies, enforcement of any of these restrictive covenants may be suit at law or in equity, by or on behalf of Randy Morine, Builder, Inc. or by or on behalf of any owner of any lot in The Hills of Lost Creek, Section Eight against any person, firm or corporation violating or apparently about to violate any of these covenants, either a temporary or permanent nature or both, including, but not limited to, one restraining construction of any improvements commenced or about to be commenced without prior written approval by the Committee in accordance with paragraph B-2. of Article B. hereof. In the event enforcement actions are instituted and the enforcing party recovers, then, in addition to the remedies specified above, court cost and reasonable attorney's fees shall be assessed against the violator.

D-3. Assignment. Randy Morine, Builder, Inc. may by appropriate instrument assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in such instrument.

D-4. Severability. Invalidation of any of these covenants by judgement or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS ITS HAND at Austin, Texas. This 17 day of March, 83

RANDY MORINE, BUILDER, INC.  
NO SEAL

BY:   
Randy Morine, President

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THE STATE OF TEXAS  
TRAVIS COUNTY

BEFORE ME, The undersigned authority, on this day personally appeared  
Randy Morine, \_\_\_\_\_ of Randy Morine, Builder,  
Inc., a Texas corporation, known to me to be the person and officer whose  
name is subscribed to the foregoing instrument, and acknowledged to me that  
he executed the same for the purposes and consideration therein expressed,  
in the capacity therein stated, as the act and deed of said corporation.

3-14 9444

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of March, 1983

Linda Graham  
Notary Public, State of  
Linda Graham  
Notary Public of Texas  
Commission Expires: 10/01/85



NOTARY SEAL

STATE OF TEXAS  
I hereby certify that this instrument was FILED as the  
state and at the line stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as stamp hereon by me, on

COUNTY OF TRAVIS

APR 4 1983



Lewis Hopkins  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

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Lewis Hopkins  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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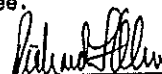


1078a/10-3-84

THE STATE OF TEXAS        §  
COUNTY OF TRAVIS        §

This instrument was acknowledged before me on October 3,  
1984 by Charles J. Succa, Trustee.

My commission expires:  
3-20-88

  
Notary Public - State of Texas  
RICHARD L. ALEXANDER

NOTARY SEAL

EXHIBIT "A"

Lots 7, 8, 9, 10, 11 & 12, Block E, THE HILLS OF LOST CREEK, Section Eight, a Subdivision in Travis County, Texas, according to the map or plat thereof of record in Book 83, Pages 98A-98B, Plat Records of Travis County, Texas.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 46, 47, 60, 61, 62, 63, 64 & 65, Block M, THE HILLS OF LOST CREEK, Section Eight, a Subdivision in Travis County, Texas, according to the map or plat thereof of record in Book 83, Pages 98A-98B, Plat Records of Travis County, Texas.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, & 20, Block N, THE HILLS OF LOST CREEK, Section Eight, a Subdivision in Travis County, Texas, according to the map or plat thereof of record in Book 83, Pages 98A-98B, Plat Records of Travis County, Texas.

Lots 1 & 2, Block O, THE HILLS OF LOST CREEK, Section Eight, a Subdivision in Travis County, Texas, according to the map or plat thereof of record in Book 83, Pages 98A-98B, Plat Records of Travis County, Texas.

FILED

OCT 15 12 38 PM '84

*Laris Angeline*  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

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

OCT 15 1984



*Laris Angeline*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

*M. J. de la Torre*