

THE STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

That Andrew L. Kivlin (referred to herein as "Developer") is the owner of all that certain real property in Hays County, Texas, described as follows:

THE BOONDOCKS, a subdivision in Hays County, Texas

Developer desires to create and carry out a uniform plan for the development and sale of these sites for the benefit of the owners of said sites and for the protection of property values therein; and, to that purpose, Developer hereby adopts and establishes the following declaration, reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in this subdivision, including the dedicated roads, avenues, streets, and waterways therein; and each contract or deed which may hereafter be executed with regard to any of the lots in the subdivision shall conclusively be held to have been executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

A.

A-1. LAND USE AND BUILDING TYPES. No site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, except that detached garages, carports and outbuildings may be erected if approved by the Architectural Control Committee. A sketch of any such additions must be submitted to the Architectural Control Committee showing the proposed improvements and their location on the site. No such detached buildings or improvements shall be erected or constructed before the principal single family dwelling is constructed, but may be constructed concurrently with the construction of the principal single family dwelling.

A-2. LOT AREA. No lot shall contain less than one and one-half acres of land.

A-3. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee shall be appointed from time to time by Developer, its successors and assigns. It shall be the purpose of such committee in reviewing plans, specifications, and plot plans, to insure for all owners harmony of external design with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. No improvements shall be placed or altered on any lot until the building plans, specifications, and plot plans showing the location of such improvements on the lot have been approved in writing by the Architectural Control Committee. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved. No structure shall be used until the exterior thereof is approved pursuant to this paragraph and properly authorized and inspected sanitary disposal facilities are completely finished.

Real Property Records  
Hays County Texas

A-4. STRUCTURES. No single family dwelling shall be erected or permitted to remain on any lot unless it has a minimum floor area of 1200 square feet (when measured to exterior walls), exclusive of attached garages or other similar appendages. No trailer, mobile home, basement, tent, barn, garage or other outbuilding shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence. By interpretation for the purpose of these restrictions, a home shall be considered a mobile home if it is or can be transported on wheels to the building site, regardless of whether or not it is later removed from the wheels and placed upon a permanent foundation. No used building materials shall be used in the construction of buildings on any of said lots, nor shall any existing structures ever be moved onto any lot. The entire exterior walls and roof shall be completed nine (9) months after the commencement of work thereof or the placing of materials therefor on said property, whichever occurs the earliest, and in connection therewith, it is understood that by the use of the word "completed" is also meant the finishing of all such exterior walls.

A-5. BUILDING SETBACK LINES AND EASEMENTS. Buildings must be set back a minimum of fifty (50) feet from the front property line of any lot and twenty (20) feet from the side and rear property lines. No structure shall be placed or permitted to remain in these reserved set-back areas; EXCEPT THAT these setbacks may be modified upon the judgment of the Architectural Control Committee because of unusual terrain. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building. Fences may be constructed to the property lines. Fences must be of a type approved by the Architectural Control Committee. Road and utility easements are reserved as shown on the recorded plat. Within the designated easements no structure shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change or retard the flow of water through 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.

A-6. SANITARY SEWERAGE DISPOSAL. All sanitary regulations and requirements set forth by the public health authorities of the County of Hays, State of Texas, shall be strictly complied with. No outside toilets shall be erected except during construction of a structure on a lot. A septic tank and sufficient field lines of approved character shall be installed to accomodate dwelling sewerage.

A-7. COMMERCIAL ACTIVITY. No part of this property shall be used for the sale, display, or storage of junk, used automobiles, or any activity that shall constitute a public or private nuisance. One horse may be kept for every 1½ acres of land owned by any person or persons. Poultry may be kept as a hobby or for personal use. Fencing of an approved type must be provided, and shelter for animals and poultry shall be located in the rear one third (1/3) of the property, not visible from the road, a minimum of fifty feet (50') from the side property line and neatly maintained. A maximum of two dogs per lot shall be permitted, fenced in a manner and location

acceptable to the Architectural Control Committee, and if never allowed to roam at large within the subdivision. Chickens are permitted (no guinea fowl or pea fowl) provided they are hens only and their number is limited to five (5) per lot. No swine, nor cattle, goats, sheep, or commercial kennels are permitted. Ordinary household pets may be kept, subject to the above restrictions.

A-8. 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 to the neighborhood. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.

A-9. FIREARMS. The use or discharge of firearms, fireworks, arrows, air rifles and similar devices is expressly prohibited within the subdivision.

A-10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. During construction of improvements no trash shall be burned on any lot except in an observed and safe manner; and unless so burned, shall be removed by the lot owner to a location away from the subdivision.

A-11. UNSIGHTLY STORAGE. No unsightly storage shall be permitted on any lot. No boats, trucks, or unsightly vehicles shall be stored or kept for the purpose of repair on any lots or drives, except in enclosed garages or storage buildings, or otherwise protected from view.

A-12. DRAINAGE STRUCTURES. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

A-13. SIGNS AND SALES PROGRAMS. No signs of any kind shall be displayed for public view on any 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 or sale period. All merchandising, advertising, and sales programs within the subdivision shall be subject to approval by Developer and shall be in conformity with the general marketing plan of the subdivision.

A-14. AMENDMENTS. The Developer, its successors and/or assigns reserve the right to alter and amend these restrictions. The purpose of such amendment or amendments by Developer, its successors or assigns shall be to avoid hardship and to promote aesthetic development. The decision of Developer, its successors and assigns shall be final.

#### B.

All of the restrictions, covenants, and easements herein provided for and adopted shall be covenants running with the land, binding upon all parties and all persons claiming under them until January 1, 2004, at which time

said covenants shall be automatically extended for periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

Developer, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the subdivision affected shall likewise have the right either to prevent a breach of any restriction or covenant or to enforce the performance thereof.

C.

Invalidation of any covenant, restriction, etc. (by court judgment or otherwise) shall not affect, in any way, the validity of all other such covenants, restrictions, etc., all of which remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver for the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

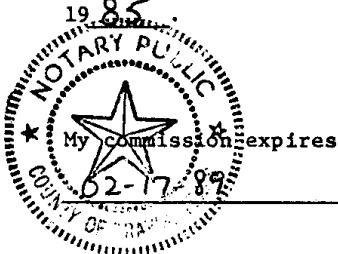
EXECUTED this 18<sup>th</sup> day of march, 1985

Andrew L. Kivlin  
Andrew L. Kivlin

THE STATE OF TEXAS    I  
                                  I  
COUNTY OF TRAVIS    I

BEFORE ME, the undersigned authority on this day personally appeared Andrew L. Kivlin, known to me to be the person whose name is subscribed to the foregoing instrument and in the capacity so stated, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18<sup>th</sup> day of march 1985



Donna K. Cunningham  
Notary Public in and for Travis County, Texas

DONNA K. CUNNINGHAM

Notary Public, Travis County, Texas

505 656

STATE OF TEXAS  
COUNTY OF HAYS

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 Hays County, Texas, as stamped hereon by me

MAR. 19 1988



*Lydia R. Clayton*  
COUNTY CLERK  
HAYS COUNTY, TEXAS

*Kevin Roscicles  
6636 Blumline  
Austin TX 78736*

COUNTY CLERK

*Lydia R. Clayton*

FILED  
HAYS COUNTY, TEXAS  
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