

CROWN CREEK
GENERAL USE RESTRICTIONS

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1.01 Residential Use: Each and every Lot in the Subdivision is hereby restricted to one residential dwelling for single-family residential use only. As used herein, the term "residential use" shall be held and construed to exclude hospitals, clinics, apartment, houses, duplex houses, garage apartments used for rental purposes, boarding house, hotels, and commercial and professional uses whether from homes, residences, or otherwise and all such uses of said property are hereby expressly prohibited.

1.02 Single Family Dwellings Only: Only one single family dwelling shall be erected or placed on any one tract except, the same person owning two adjacent tracts may combine them for building purposes. Guesthouses are OK along with the single-family dwelling. Log Homes OK, as well as stone and masonry siding.

1.03 Mobile Homes: No mobile homes, doublewide mobile homes, modular homes or manufactured homes are permitted on any tract.

1.04 Permanent Homes: Except as provided in the immediately succeeding paragraph, all homes must be of new construction and containing a minimum of 2800 square feet of main living area, exclusive of garage, carports and porches. Prior to such construction, plans therefore must be submitted to Grantor (or its nominees) for approval. Maximum height for structures including antennas, 35 feet. (see 2.01 type of living unit)

1.05 Separate Structures: Any detached building, garage, carport, shed, tennis court, barn or structure or addition to the residence must be of all new material. Prior to such construction, approval must be obtained from the Grantor (or its nominees). Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units, and a sales office.

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1.06 Setback Requirements: Except for fences, no building, or structures of any nature shall be located closer than Forty (40) feet to the front of the property line, and Twenty (20) feet to any side or back property line.

1.07 Time for completion: Any dwelling commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six (6) months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot until Grantor approves the owner's plans and the owner is ready to commence construction.

1.08 Temporary Structures: No trailer, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently.

1.09 Sewers: All residences permitted hereunder must be served by a septic tank meeting the requirements of and approved by the State of Texas and the Burnet County Department of sanitation.

1.10 Repair and Upkeep: All residences, barns, sheds and other buildings and all fences must be kept in good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

1.11 Drainage Structures: Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Such structures, where needed shall be installed at the expense of the Buyer. Natural drainage shall not be disturbed without prior written approval of grantor, or its nominee.

1.12 Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from front of the tract. Each tract shall be kept clean and orderly.

1.13 Trucks and Construction Equipment: No tractor trailer type trucks or dump trucks or other similar large commercial type trucks or construction machinery or equipment shall be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements on premises within the area.

1.14 Inoperative Cars and Vehicles: Cars or other vehicles may not be stored on any tract nor shall any car or vehicle that is not

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in running condition and regularly used be allowed on any tract for more than one week. No commercial repairing of motor vehicles shall be permitted on any residential tract.

1.15 Livestock and Pets: Livestock, with the exception of hogs, and specifically including, but not limited, to horses, cattle, and poultry may be raised, bred and kept on any tract. Dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. An FFA or club calf or similar project (other than hogs) may be kept on the premises so long as same is not offensive to neighbors and is kept in a pen consistent with other improvements on the property as specified herein. The number of animals permitted shall be limited to not more than two (2) head per ten (10) acres.

1.15 Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

1.16 Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building or fire codes, regulations or instructions related to or affecting the use, occupancy or possession of any portion of the Subdivision.

1.17 No hunting or discharging of firearms shall be permitted on any tract. No motorized vehicle shall be used off road.

1.18 Fences: All fences must be constructed or repaired using new materials. Owners are responsible for construction of fences.

1.19 Amendments: The owners of the legal title of 51% of the 200 acres of which this tract is a part as shown by the Records of Burnet County, Texas, may amend or extend these restrictions and the matters set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Burnet County, Texas.

1.20 Future Purchasers: Without regard to whether or not such are recited in conveyances or referred to in conveyances, these covenants, conditions and restrictions shall be deemed covenants

running with the land and shall be binding upon Grantee, their successors, heirs or assigns, and all persons claiming under them or their successors, heirs or assigns, unless amended as herein provided and filed of record in the Deed Records of Burnet County, Texas. Tracts may only be sold in their entirety, and may not be further subdivided into smaller tracts.

1.21 Enforcement of Restrictions: In the event any of the restrictions set forth in these covenants are violated, it shall be lawful for any other person or persons owning real property within the 200 acres of which this tract is a part to prosecute any proceedings at law, or in equity, against persons violating or attempting to violate any such covenants, to either prevent him or her from doing so, or to recover damages for such violation.

1.22 Covenants Running with the Land: These restrictions are covenants running with the land and shall be binding on all parties claiming under them until January 1, 2010, at which time said restrictions shall automatically extend for successive periods of ten (10) years, unless extended as provided in Paragraph 1.19 hereof or terminated by vote of fifty-one (51%) percent of the owners of tracts which are a part of said 200 acre tract with each lot to be entitled to one vote.

ARCHITECTURAL RESTRICTITONS

2.01 Type of Living Unit. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of not more than two (2) stories. Every residence shall have an attached or detached enclosed garage for at least two (2) full sized automobiles. Carports on Lots are not permitted. All structures shall be of new construction, and no structure shall be moved from another location onto any Lot.

2.02 Type of Construction. Exterior walls may be of masonry, brick, wood, or other suitable material approved by the Architectural Control Committee or Declarant, unless otherwise approved by the Committee, the surface area of all exterior walls of the Living Unit shall consist of at least eighty percent (80%) brick or masonry. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and permitted accessory

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building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant (and must be submitted on an individual basis to the Architectural Control Committee for approval). No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure received at least two coats of paint.

2.03 Dimensions of Living Units. Unless otherwise approved by the Committee in writing, no Living Unit of one story shall contain less than two thousand eight hundred (2,800) square feet of living area (all such computations of living area to be exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and living quarters for bona fide domestic servants).

2.04 Location of Living Unit on Lot. Except as may be authorized in writing by the Committee, no building or structure shall be located or erected nearer than (a) forty (40) feet to any private street easement and (b) twenty-five (25) feet to any adjoining Lot. Should two or more adjoining building sites be owned by the same or substantially the same Owner or Owners, said Owner or Owners shall be permitted to erect a structure across the building site lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the Committee. Except as expressly approved in writing by the good faith discretion of the Committee. Except as expressly approved in writing by the Committee the immediately preceding sentence shall in no way affect or change the side to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to ten (10) feet in any direction in house locations. No structure shall be located on any Lot within any utility easement.

2.05 Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot, unless approved by the Grantor (or its Nominees).

2.06 Roof Material. The roof on all residences shall be constructed so that the exposed material is of a material and grade in force of 25 year dimensional asphalt shingles or higher in force on the date of construction of the roof involved, and of a color acceptable to the Committee.

2.07 Driveways. The Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street, including the portion of the street occasioned by connection the driveway thereto. The location of all driveway cuts shall be subject to approval by the Committee. Driveways on corner Lots facing both a cul-de-sac and a main thoroughfare shall be located on the cul-de-sac; provided however, that the Committee shall have the authority to approve circular drives on any Lot. All driveways shall be constructed of asphalt or concrete. All driveways shall be of a minimum width of twelve (12) feet.

2.08 Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

2.09 Screening Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines. All fences or walls shall be wood, masonry, wrought iron, or a horse fence constructed of hog wire or a minimum of five wires. Chain link fences are acceptable provided they are vinyl coated in an earth tone color and no more than four feet in height. All fences fronting the subdivision streets will be vinyl clad 4 rail with posts on center." Barbed wire fences may not be used along any easement. All wooden fences shall be constructed of cedar, redwood, or treated painted lumber. All fences shall be maintained in a fully repaired and presentable manner. Fences are subject to approval by the Architectural Control Committee.

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2.10 Exterior Antennas. Without the prior written approval of the Committee, no exterior television antenna, television satellite reception disc or radio antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures to be located in the Subdivision, other than one conventional television antenna, which antenna must be erected in such a manner so that it is not visible from the street. No permitted antenna shall exceed fifteen feet in height.

2.11 Temporary Structures. No structures of a temporary character, including tents, shacks, barns or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers and motor vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

2.12 Air Conditioners Except during construction periods, no window or wall type air conditioners visible from any street shall be permitted.

2.13 Mailboxes and Identifying Numbers. House numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the Committee that any such matter is not harmonious shall be final.

2.14 Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

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PUBLIC RECORD
UNRECORDED
PROPERTY TAX

ENDANGERED SPECIES PROTECTION

3.01 The Owner will only clear vegetation in, or within 300 feet of, golden-cheeked warbler habitat during the time of the year when golden-cheeked warbler are not breeding (August 1 through February 28) unless breeding season surveys performed by a USFWS-permitted biologist (according to USFWS guidelines) indicate that no warblers are present within 300 feet of the desired activity. Construction activities in or within 300 feet of

warble habitat may be initiated during the time of year when warblers are present so long as such construction follows permitted clearing in a prompt and expeditious manner indicating a continuous activity.

3.02 The Owner will minimize clearing for construction of buildings, streets, and other areas of impervious cover to the greatest extent practicable.

3.03 The Owner or his assignee will prohibit the use of deer feeders in residential yards and in preserve areas through deed restrictions.

3.04 Predators: Some problem mammals which predate songbird eggs and young are domestic and feral cats, raccoons, opossums, and skunks. If an increase in the number of human interactions with raccoons, skunks, or opossums, or other indicative signs, such as an increase in the amount of scat observed is noticed, a live-trapping program to reduce the number of mammalian predators should be implemented.

3.05 Fire Ants: Imported red fire ants have been recently shown to prey upon the chicks of arboreal nesting birds. If fire ant mounds are encountered during routine monitoring activities, then fire ants may be controlled with an Integrated Pest Management program using approved chemicals and bait formulations. Fire ant control should be designed to minimize impact on native ants and other flora and fauna. ____

MANAGEMENT AGREEMENTS

4.01 Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Property Owners Association for the management of the Common Area and the facilities located thereon. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Property Owners Association shall provide that the Property Owners Association may cancel said management agreement by giving the other party thirty (30) days written notice when so authorized by the vote of a majority of the membership votes in the Property Owners Association entitled to be cast at a meeting of the Members or otherwise. In no event shall such a management agreement be

canceled prior to the time the Property Owners Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Property Owners Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

EASEMENTS

5.01 General Declarant shall have the right to grant, convey, dedicate, or reserve easements over, on, or under any part of the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of ten (10) years after the date of this Declaration of Covenants, regardless of whether at such time Declarant has title to the land within the easement (s). Thereafter, the Property Owners Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Property Owners Association or otherwise. An easement is also specifically granted to the United States Post Office, its agents, and employees to enter upon any portion of the Subdivision in performance of mail deliver or any other United States Post Office services. An easement is also granted to all police, fire protection, ambulance, and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further, an easement is hereby granted to the Property Owners Association, its officers, agents, employees, and to any management company duly selected by the declarant.

Declarant:

Crown Creek Estates

James D. Crownover

BY James D. Crownover, Owner

Acknowledgments

STATE OF TEXAS

COUNTY of Burnet

This instrument was acknowledged before me on the 11 day of September, 2000,
by James D. Crownover, of and for and on behalf of Crown Creek Estates.

Gale L. Noyes

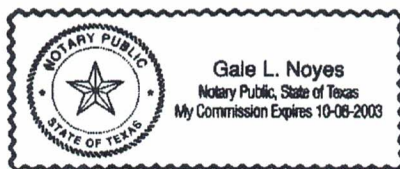
Notary Public, State of Texas

Printed Name:

Gale L. Noyes

Commission Expires:

10-08-2003



OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

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FILED

00 SEP 12 AM 10:52

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date
and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL PUBLIC RECORDS
OF BURNET COUNTY, TEXAS in the volume
and Page as shown.



Janet Parker
County Clerk

Burnet County, Texas
By Stephanie Smith
DEPUTY

Any provision herein which restricts the sale, rental or use
of the described real property because of color or race is
invalid and unenforceable under federal law.

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

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