

Majestic Hills Ranchettes

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Results of the balloting on the Proposed Covenants and Deed Restrictions as presented to all property owners in Majestic Hills Ranchettes. There are a total of forty-five (45) lots in the Majestic Hills Ranchettes subdivision and lot owners were allowed to cast one vote for each lot owned. Thirty-seven (37) lot owners responded to the proposed changes in the Covenants and Deed Restrictions for an 82.2% return. Seventy-five percent or three-fourths majority is required to pass any changes to the covenants and deed restrictions.

1. Designation of Use - Changes were approved by 36 votes (80%). One vote against the change (2.2%).
2. Retention of Easements - No changes were proposed - Remains the same.
3. Temporary Structures and Garage Apartments - Changes were approved by 35 votes (77.8%) Two (2) votes against the changes (4.4%).
4. Separate Garages, Guest Houses - Changes were approved by 37 votes (82.2%).
5. Size and Construction of Dwellings - Changes were approved by 35 votes (77.8%) Two (2) votes against the changes (4.4%).
6. Set-Back, Front Line, Side Line and Rear Line - No changes were proposed - Remains the same.
7. Pets, Fireworks and Firearms - Section on Pets - Changes were approved by 37 votes (82.2%).
  - 7.1 Fireworks - This change was not approved. 24 votes for the change (53.3%) and 12 votes against the change (26.7%) and one (1) property owner left blank.
  - 7.2 Discharge of Firearms - This change was approved by 36 votes (80.0%) One (1) vote against the change (2.2%).
8. Garbage, Trash and Unsanitary Storage - Changes were approved by 37 votes (82.2%).
9. Architectural Control and Building Plans - Changes were approved by thirty four (34) votes (75.6%) for the changes and 3 votes (6.6%) were against the changes.
10. General Covenants - No changes were proposed - Remains the same.
11. Penalty Provision - No changes were proposed - Remains the same.

WITNESS OUR HANDS, this the 22 day of Jan., A. D. 1999

MAJESTIC HILLS RANCHETTES

ATTEST:

BY Wayne A. King  
Wayne A. King, Chairman  
Majestic Hills Architectural Committee

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne A. King, Chairman of the Majestic Hills Ranchettes Architectural Committee, for the purpose of verifying that 37 known property owners of lots in Majestic Hills Ranchettes had submitted their ballot on the proposed changes to the Majestic Hills Ranchettes Covenants and Deed Restrictions. This represents eighty-two and two tenths percent (82.2%) of the current property owners of the 45 lots that exist in Majestic Hills Ranchettes subdivision.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22<sup>nd</sup> day of January  
A. D. 1999

W. V. J...  
Notary Public in and for Travis County, Texas



REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

13354 0251

Exhibit A

THE STATE OF TEXAS: \_\_\_\_\_, 1999  
COUNTY OF TRAVIS: \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS

That we, Majestic Hills Ranchettes, acting herein by and through its Chairman of the Architectural Committee, Wayne A. King, owners of lots in Majestic Hills Ranchettes of Austin, Travis County, Texas, as shown on plat thereof, recorded in Book\* 26, Page 32, (\* Correction Book 26, Page 32, to Book 77, page 17 to 20) of the Travis County Plat Records, do hereby impress all of the property included in Majestic Hills Ranchettes with the following restrictions, covenants, conditions and uses:

1. Designation of Use

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No re subdivision of existing lots shall be made which would create an additional lot or plot.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments

No apartment house, house trailer, tent, shack, garage apartment or other out-building shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon. Storage of house trailers, motor homes, trailers, boats, or other similar vehicles will not exceed 45 consecutive days or 90 total days per calendar year.

4. Separate Garages, Guest House, Etc.

A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 900 square feet of floor area will be permitted, provided that such structure or structures must be attached to the main residence by a common wall or by a covered passage-way, provided that the construction of the main dwelling is started at the same time and completed within six months after separate building is erected. And provided further that all other restrictions, covenants, conditions and uses are complied with. All residences will have a garage whether separate or attached to the residence. All garage entrances will be facing away from all streets. Any exception must be approved, in writing, by the Architectural Committee referred to in Paragraph No. 9. No part of the lot, garage, guest house or residence shall be used for any commercial purpose that results in creation of business traffic in the subdivision.

5. Size and Construction of Dwellings

All dwellings shall be of recognized standard construction. The dwelling erected on any plot shall cover not less than 2,400 square feet of floor area of which shall be in the house proper, exclusive of garage and porches. Seventy-five (75) percent of the exterior structure must be stone, brick, or stucco. Ornamental structures, fences and walls are permitted only if approval in writing by the Architectural Committee referred to under Paragraph No. 9. Tract houses will not be allowed.

REAL PROPERTY RECORDS  
TRAVIS COUNTY TEXAS

13354 0252

#### 6. Set-Back, Front Line, Side Line and Rear Line

No structure shall be located or erected nearer than twenty-five (25) feet to any plot line.

#### 7. Pets

Only household pets will be allowed to remain on any lot. The maximum number of pets shall be four in number, other than unweaned offspring. All pets shall be confined to the owners lot and shall not be permitted to roam free. Pet owners will control pets with a leash whenever walking them in the neighborhood. Pet owners will take the necessary action to prevent their pets from becoming a nuisance to the neighborhood through excessive noise, aggressive behavior, pen odor, or chasing wildlife.

#### 7.1 Firearms

The discharge of firearms within Majestic Hills Ranchettes is prohibited.

#### 8. Garbage and Unsightly Storage

Garbage containers, unused automobiles, or other unsightly items shall not be stored within view of any street. No garbage, trash, brush, junk or junked vehicles will be dumped on any lot at any time.

#### 9. Architectural Control and Building Plans

For the purpose of insuring the development of the subdivision as a residential area of high standards, the Architectural Committee appointed and voted on at intervals of not more than five years by the then owners of a majority of the lots in Majestic Hills Ranchettes, reserve the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, well, septic system, wall, sidewalk, fence, swimming pool, sport court, other structure, or alteration to any lot shall be made until the plan therefor and the plot plan have been approved in writing by the Architectural Committee. Refusal of approval of plans and specifications by the Architectural Committee, may be based upon any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any existing building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same has been commenced.

#### 10. General Covenants

These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in Majestic Hills Ranchettes, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1999. On and after January 1, 1999, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourth majority of the then owners of the lots in Majestic Hills Ranchettes, each lot, or plot, to admit of one vote.

11. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in Majestic Hills Ranchettes to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operations of or the enforcement of any such covenant, condition, restriction or use.

Invalidation of any one or part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

WITNESS OUR HANDS, this the 22 day of Jan, A. D. 1999

MAJESTIC HILLS RANCHETTES

ATTEST:

BY Wayne A. King  
Wayne A. King, Chairman  
Majestic Hills Architectural Committee

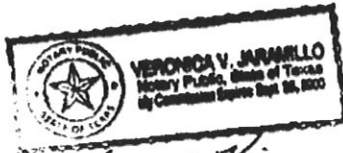
THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne A. King, Chairman of the Majestic Hills Ranchettes Architectural Committee, 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 purpose and consideration therein expressed, as the act and deed of Majestic Hills Ranchettes, and in the capacity therein stated that all of the changes represented in this document from the original document filed by Ray Belknap with the STATE OF TEXAS, COUNTY OF TRAVIS on June 29, 1984, has been approved by a three-fourths majority of the then owners of the lots in Majestic Hills Ranchettes as documented in writing by each property owner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22<sup>nd</sup> day of January A. D. 1999

Veronica V. Jaramillo  
Notary Public in and for Travis County, Texas



*Ret.*  
Wayne A. King, Ridge Rd.  
17114 Majestic  
Austin, TX 78738

FILED

99 JAN 22 PM 11:18

DANA DEBEAUVOR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

13354 0254

RECEIVED: REGULAR RECORDS 1/22/99

ORDER: INFO FILE DATE: 1/22/99 TIME: 1/22/99  
PMB BY: DEBEA 604

JAN 22 1999

