

# **MONUMENT HILL PROPERTY OWNERS ASSOCIATION**

Amended and restated declaration of covenants,  
conditions and restrictions for Frisch Auf! Monument Hill  
and Bluff Haven subdivisions in Fayette County, Texas

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# OWNERS ASSOCIATION (MHPOA)

## GENERAL RESTRICTIONS

THESE RESTRICTIONS shall be effective until July 7, 2018, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that acting as one Group of Owners consisting of all the owners of all the lots combined together in both the Frisch Auf! Inc. subdivision of Monument Hill and the Bluff Haven Inc. of Bluff Haven, the owners of a majority of the lots in said Group of Owners may release all of the lots hereby restricted in the Monument Hill and Bluff Haven subdivisions for any one or more of said restrictions, or the owners of a majority of the lots in said Group of Owners may release any lot in the Monument hill or Bluff Haven subdivisions from any restriction imposed hereby or created by deed from FRISCH AUF! INC. or BLUFF HAVEN INC. on either July 7, 2018 or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the office of the County Clerk of Fayette County, Texas, at any time prior to July 7, 2018, or at any time prior to ten (10) years preceding the expiration of any successive ten (10) year period thereafter.

### ANNUAL ASSESSMENT

1. **MAINTENANCE FUND.** Each lot in the subdivision shall be subject to maintenance charge not to exceed \$10.00 per month, or \$120.00 per year. The amount of the charge to be determined initially by the Board of Directors of MHPOA at a meeting called for that purpose; and thereafter to remain at the charge so determined, unless changed by the said board at a meeting called to consider a change thereof. Such charge shall be subject to the following:
  - A. The payment of the charge shall be secured by a Vendor's Lien upon the lots to which said charges applies and said charge may be recovered together with costs and reasonable attorney's fees by suit filed by MHPOA against the owner in the appropriate court in Fayette County, Texas.
  - B. MHPOA shall use the funds collected from the lots owners as a maintenance charge, so far as the total fund may be sufficient in the judgment of the Board, toward the payment for maintenance of streets, roads, bridges, boulevards, rights of way, easements, sidewalks, paths, parks, parkways, street planting, and vacant lots; for providing for fire, police, and/or watchman/guard service as the, Board in its sole discretion, may be necessary; for the maintenance of street lighting and utility systems, fogging and insect control, control of water pollution, collection and disposal of garbage, rubbish and refuse; and for other maintenance activities and for employing workers to carry out such activities; and for the payment of legal and other expenses incurred with the enforcement of all recorded charges, covenants, restrictions, and conditions affecting said property to which the maintenance charge applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge; and by doing any other thing necessary or desirable in the opinion of the Board of MHPOA to maintain or improve the property or the

subdivision, or which is considered of benefit to the owners or occupants of the development the use of the maintenance charge for any of these purposes is permissive and not mandatory, and the decision of the MHPOA Board on any such expenditure shall be conclusive, final and binding, so long as it is made in good faith.

- C. The Board of Directors of MHPOA shall from time to time review the needs of the property and subdivision, and determine if the amount of maintenance charge is adequate to meet such needs, and if it is determined that it is more or less than adequate, and adjust the charge to meet such needs; however, the Board can never set such charge per lot at more than \$120.00 annually or \$10.00 monthly.
- D. Once the maintenance charge is fixed by the Board of Directors of MHPOA it shall continue for such time as these restrictions are in force and effect, unless rescinded by action of such Board. It is understood that on these lots upon which there is a preexisting lien, before a lien can be enforced upon such lot for the collection of delinquent charges, MHPOA shall give the lien holder sixty (60) days notice of such delinquency by certified mail addressed to such lien holder.

## **CONSTRUCTION/BUILDING ACTIVITY**

2. **ARCHITECTURAL APPROVAL.** No building or other improvements shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the ARCHITECTURAL CONTROL COMMITTEE as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and compliance with general restrictions.

3. **ARCHITECTURAL CONTROL COMMITTEE.** The ARCHITECTURAL CONTROL COMMITTEE is composed of three or more members appointed by the Board of Directors of MHPOA and serving terms of office at its discretion.

The **ARCHITECTURAL CONTROL COMMITTEE**, using the guidelines provided in the Monument Hill Property Owners Association General Restrictions, is responsible for the adherence/compliance for all structural installations. These include, but are not limited to; new construction, fence construction, painting, quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

4. The **ARCHITECTURAL CONTROL COMMITTEE'S** approval or disapproval as required by these covenants shall be in writing to the lot owner of record within thirty (30) days of receipt of written request at the office of the MHPOA in La Grange, Texas.

5. **ARCHITECTURAL STYLE.** All buildings shall be constructed of materials that shall conform to the general pleasing architectural appearance that prevails in the subdivision. No structure or building shall be erected or altered on any lot until the construction plans and specifications, along with a p lot plan shall have been approved, in writing, by the ARCHITECTURAL

CONTROL COMMITTEE. The standards for approval will be in compliance with these restrictions, quality of material and workmanship, the external design in relation to existing structures and the location with respect to topography of the property.

6. **FLOOR AREA.** From and after the date of the filing of these restrictions, no dwelling shall be erected on any lot having a livable floor area of less than as follows:

SECTION	SQUARE FEET
1	1500
2	1200
3	1500
4	1200
5	1200
6	1200
7	1200
8	1200
9	1500
10	1500
11	1500
Reserve A	1500
Bluff Haven	1500

Square feet is measured to exterior walls.

7. **BUILDING SET BACK.** All lots shall have a 20' front building set back line (except cul-de-sac lots which building lines are extended) and a 20' rear set back line and a 20' set back line from adjoining side streets or side canals and a 10' set back line along each side of the lots adjacent to the adjoining interior lot.

8. **BUILDING TYPE.** All lots shall be used for single family residential purposes and no building shall be erected, altered or permitted to remain on any lot other than one single family residence with a covered garage and necessary out buildings on piers or columns, if necessary, wherein the livable area is on the second floor, if necessary with recreational rooms, storage, entrance, garages, car ports, etc., at grade level.

9. **BUILDING VISTAS.** No structure shall be placed on any lot which by reason of high walls or fences, excessive height, specially peaked roof design, etc., unreasonably will obscure the natural scenic views from a building located or reasonably to be located upon an abutting lot, adjacent, or across a street.

10. **BULKHEADING.** No change, break or alteration may be made in the natural water line or bulkhead line of any lot without the approval of the ARCHITECTURAL CONTROL COMMITTEE. No pier, dock or obstruction of any sort may extend into the water line or channel beyond 25' from the natural water line. The use of automobile tires or other unsightly materials for hold-off fenders is prohibited.

11. **CONSTRUCTION PERIOD.** With reasonable diligence, and in all events within twelve months from the commencement of construction, unless completion is prevented by war, strikes, or act of God, any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed. Any work continuing at a construction site for more than twelve (12) months will require the issuing of an additional permit at a cost of 50% of the original permit cost. Such supplemental permit is valid for six months and must be renewed each six months thereafter at the original permit cost.

12. **DECKS, TERRACES, LANDINGS AND BOAT SHELTERS.** Said construction may be placed between the rear building line and the rear lot line of lots backing on the river if not obstructing vision underneath and if not exceeding the second floor in height. Said construction and location to be approved by the ARCHITECTURAL CONTROL COMMITTEE.

13. **DRIVEWAYS.** All driveways shall be of a material no less permanent than the access street and shall be a minimum width of 9'.

14. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved within the street right of way and outside the building line of all lots. Within these easements, no structure, planting, or other materials 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.

15. **ENCROACHMENTS.** Should a hedge, shrub, tree, flower or other planting be so placed or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of MHPOA, and such encroachment is wholly at the risk of the owner.

16. **EXCAVATIONS.** No excavation, except such as is necessary for the construction of improvements and/or landscaping shall be permitted nor shall any well or hole of any kind be dug on the property without the written consent of the ARCHITECTURAL CONTROL COMMITTEE.

17. **EXCEPTIONS.** No variances or exceptions to these covenants shall be permissible except as may be approved by the BOARD OF DIRECTORS, and then only on a case by case basis. Any exception granted must be documented in writing and signed by the Board of Directors with copies to the permanent files of MHPOA, each member of the ARCHITECTURAL CONTROL COMMITTEE, and the recipient of the exception.

18. **FACING OF RESIDENCES.** All residences shall face on a street from which vehicular access is obtained.

19. **FENCES AND WALLS.** No fences or walls shall be erected, placed or altered on any lot nearer to the street than the front set back lines. Fences may be placed along the side lot line of adjoining interior lots but not to extend outside the front set back lines. All fences must be approved by the ARCHITECTURAL CONTROL COMMITTEE. No fence or wall may be higher than six feet above ground.

20. **MATERIALS STORAGE.** No building materials shall be placed or stored upon the property until the owner is ready to commence improvements and then such materials shall be placed within the building lines of the lots upon which the improvements are to be erected in a neat and orderly manner.

21. **PAINTING.** All buildings with wooden exteriors shall be painted with not less than two coats immediately upon erection, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE.

22. **FOUNDATIONS.** Foundation plans must meet the requirements and specifications as established by the ARCHITECTURAL CONTROL COMMITTEE.

23. **SIDEWALKS.** No sidewalks are required. Any sidewalk within the street right of way must be approved by the ARCHITECTURAL CONTROL COMMITTEE.

24. **SIGHT DISTANCES.** Landscape plantings or structures above grade shall not be placed outside building lines at street intersections as will interfere with reasonable and safe sight distances, and in any event will be removed or adjusted as recommended by the ARCHITECTURAL CONTROL COMMITTEE.

25. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet or one sign of not more than six square feet advertising the property for sale or rent, or sign used by a building to advertise the property during the construction and sales period. All such signs are to be within the buildable area on the lot and must be approved by the ARCHITECTURAL CONTROL COMMITTEE.

26. **SINGLE OCCUPANCY.** Only one residence shall be constructed on each lot, however, this shall not prohibit the construction of a single residence on a portion of two or more lots as shown by said plat, provided such tract is not less than the minimum frontage of adjacent tracts.

27. **SLOPE CONTROL AREAS.** Within the lot, no structure shall be placed which will change the normal drainage of run-off water and no change in the finish grade of any lot shall be made without approval of the ARCHITECTURAL CONTROL COMMITTEE. Within slope areas, no structure, planting or other materials shall be placed or permitted to remain or such other activities undertaken which may damage or interfere with established or natural slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels.

28. **STORIES.** No residence shall be permitted on any lot more than two and one half stories in height.

29. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, skid mounted structure, mobile home, manufactured home, tent, shack, garage, barn, or other out buildings shall be brought upon or used on any lot at any time as a residence either temporarily or permanently, and no such temporary structure may be brought upon or used on any lot for any other purpose, such as a tool shed, etc. during construction without prior approval of the ARCHITECTURAL CONTROL COMMITTEE.

# GENERAL COVENANTS AND RESTRICTIONS

30. **HOUSE PETS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that confined dogs and/or cats and /or other normal household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, or in unusual quantity, and that the immediately adjoining lot owners do not object. The MHPOA reserves to itself, if necessary, the right to decide whether a pet may be kept or not in view of the well-being of an area, in which case the decision of MHPOA shall be final and binding on all parties concerned.

31. **LOT APPEARANCE.** Grass, vegetation, and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in neat and attractive appearance. If the owner of any lot fails to do so, MHPOA may have the same cut, and the owner shall be obligated to pay 150% of the cost of such work. If not paid within thirty (30) days after being rendered a bill for such work, MHPOA may recover the amount due plus reasonable attorney's fees and costs, in a suit filed in the appropriate court in Fayette County, Texas.

32. **MAINTENANCE.** All structures and lots shall be kept in good repair and properly maintained.

33. **NUISANCES.** No noxious, dangerous or offensive activity of any sorts shall be permitted, nor shall anything in any home or residence or on any lot which shall be or may become an annoyance or nuisance to other owners, nor shall any loud or disturbing noises be emitted from any home or residence in such a manner as to be an annoyance or be objectionable to another owner. It is expressly forbidden to burn rubbish and trash.

34. **OFF STREET PARKING.** Both prior to, and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-street parking for his vehicle or vehicles and no vehicle shall be parked on a street for overnight periods. Additionally, no vehicle may be parked on a permanent or semi- permanent bases on grass or any other unpaved area of a yard or lot.

35. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be terminated upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in 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.

36. **REFUSE DISPOSAL.** No lot area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, refuse and other such waste shall not be kept except in sanitary containers and shall be disposed of summarily with dispatch upon scheduled refuse pickups. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall not be on public display except on pick-up days. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot of the development or into any waterway.

37. **RESIDENTIAL USE.** All lots shall be used only for single family residential use, including servant quarters and guest accommodations, and no ventures other than residential uses, such as commercial, apartment houses, or any business for profit shall be carried on, even though incidental to the use of the property.



38. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lots, other than as acceptable kitchen sink garbage disposal unit, etc., and under no condition shall any disposal be made into a waterway.

39. **UNSIGHTLY STORAGE, ETC.** No boats, trailers, house trailers, vehicles, or junk of any kind or character, or any accessories, parts or objects to be used therewith shall be kept on any lot. In no event shall boat and trailer storage be permitted upon the street. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats or unsightly vehicles shall be stored or kept except in enclosed garages or storage facilities protected from the view of the other residents of the subdivision.

40. **VIOLATIONS.** Violations of any restriction, condition, or covenant herein shall give MHPOA the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

50. **WATER SUPPLY.** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Texas State Department of Health and approved by MHPOA.

42. **WEAPONS.** The use or discharge of pistols, rifles, shotguns, BB guns, pellet guns, or other firearms or other similarly lethal weapons is expressly prohibited on any part of the property.

## **GENERAL PROVISIONS**

THE FOREGOING restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 7, 2008, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the said Group of Owners of the lots and MHPOA have been recorded, agreeing to change said restrictions and covenants in whole or part.

### **ENFORCEMENT**

ENFORCEMENT shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain and abate violation or to recover damages.

### **SEVERABILITY**

INVALIDATION of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.