

**DECLARATION  
OF  
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

**HOSTYN HILLS**

STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FAYETTE           §

Clay Morgan, (hereinafter the "Declarant"), being the owner of the legal and equitable title in and to the following described real property lying and being situated in the County of Fayette and the State of Texas and being more particularly described as follows, to-wit:

50.265 acres out of the Fayette County School Land Survey 182, Fayette County, Texas, (an individual tract hereinafter referred to as a "tract" and the property as a whole hereinafter referred to as the "Subdivision"),

Declarant does hereby declare and impose upon the Subdivision the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan for the development of a quality residential neighborhood. The covenants, conditions, easements, and restrictions of this declaration (hereinafter the "Declaration") shall apply to and become a part of all legal instruments whereby title or possession to any tract in the Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

**ARTICLE I  
RESTRICTIONS**

- 1.01 Residential Use: All tracts are hereby restricted exclusively to single-family residential use. No structures shall be erected, placed or maintained on any tract other than a single-family residence with such accessory structures and buildings such as a storage building, workshop, garage, guest house and servant's quarters. No home-based business of any kind may be operated out of any home in the subdivision without the written consent of Declarant. Not more than one single-family residence may be constructed or placed on a tract. The term "single-family residence" shall include only site-built homes. Mobile homes or modular homes are not allowed.
- 1.02 Size and Specifications: No building, structure or other improvement shall be commenced, erected, placed or maintained on any tract, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Declarant. Barndominiums will be allowed as long as the front of the home is at least 50% masonry. A residence may not be lived in or occupied until the residence is fully complete. Any site-built residence constructed on any tract within the Subdivision shall have not less than 1,500 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches.

No garages or storage buildings or ancillary structures may be built before the construction of the primary residence.

1.03 Setback Requirements and Front and Rear Building Lines:

- a. Setback Requirements: Residences, garages, or any other building of any kind constructed on any tract shall have a front building line set back 50 feet from the front property line. If the tract is adjacent to a joint use driveway, then the front setback will be 50 feet from the edge of the 60-foot joint use access easement. The residences, garages, or any other buildings of any kind shall be set back 25 feet from any side property line and 25 feet from any rear property line. In the case of corner tracts, construction of improvements shall also be subject to a side set back line 25 feet from the property line adjacent to the side street. Variations from these setback requirements may be granted in individual cases where tract size or topography make these requirements impractical, but any such variation must have the prior written approval of the Declarant.
- b. Front Building Line: The front building line is that line parallel to the front property line, and the side property line if a corner tract, which intersects the most forward projection of the actual residence constructed on any tract, including roofs, decks, porches and garages.
- c. Rear Building Line: The rear building line is that line parallel to the front property line, and side property line if a corner tract, which intersects the rear-most projection of the actual residence constructed on any tract, including roofs, decks, porches, and garages. All storage sheds, portable buildings, animal pens, animal houses, and any other such structures shall be located behind the rear building line.

- 1.04 Driveways: All driveways must be either concrete, asphalt pavement, brick/concrete pavers, gravel or crushed limestone. Gravel and limestone driveways must be a minimum of 4 inches thick compacted. The driveway must be completed before occupying the residence and maintained by the tract owner. Permits for driveways and culverts must be obtained from Fayette County or the Texas Department of Transportation. Access to Tract 4 will be from Janda Lane.
- 1.05 Quality Workmanship, Building Materials and Maintenance: All improvements and structures including but not limited to homes, garages, fences, storage buildings, and other improvements shall be constructed of quality, new material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the Subdivision. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate.
- 1.06 Rubbish and Debris: No rubbish or debris or any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. All tracts within the subdivision must be regularly mowed and cleaned of debris. Grass higher than 12 inches is not permitted. If, after written notice has been delivered by Declarant to the Tract Owner giving a 30-day notice to mow and the grass has not been cut, then Declarant reserves the right to cut the grass and bill the tract owner a reasonable fee.
- 1.07 Easements: Easements are hereby reserved and dedicated over and across a 16-foot strip along Highway 77, 15 feet along each side tract line, and 15 feet along the rear tract line, for the

purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the tracts in the Subdivision. The easements reserved and dedicated hereby shall be for the general benefit of the Subdivision. These easements shall inure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such companies. Any tract owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk. If two or more tracts are owned by one owner and wish to be consolidated into a single building site, then these easement provisions and the setback provisions in paragraph 1.03 shall be applied to such resultant building site as if it were one original platted tract and no easements or setback lines will exist along the common tract line.

- 1.08 Restriction on Further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of any of the tracts in the Subdivision into smaller tracts or tracts. All tracts in the Subdivision will remain the size on the Subdivision plan, except that any person owning two or more adjoining tracts may consolidate such tracts into a single building site.
- 1.09 Sewage: Wastewater and sewage shall be disposed of by means of sanitary sewer systems or similar approved means of sanitary sewage disposal which meet the requirements of and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used or occupied until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority. The sanitary sewage facility on each tract will be designed by a registered professional engineer or licensed sanitarian in accordance with the Texas Commission on Environmental Quality On-Site Sewage Facility Rules. Sanitary sewage facilities are restricted to aerobic systems or other systems approved by Fayette County and a permit to install an on-site sewage facility must be obtained prior to construction. On-site sewage systems must be inspected and finally approved by Fayette County and must be properly maintained and inspected. No septic system will be located within any designated drainage easement or flood plain unless specifically approved by Fayette County.
- 1.10 Draining Structures, Ditches, and Stock Tanks: Drainage structures under private driveways shall be constructed at tract owner's expense in accordance with Fayette County regulations and recorded plat specifications. Drainage structures must be completed before house construction begins. Natural drainage and detention facilities and existing drainage easements shall not be altered, constructed, or changed without prior written approval from the Declarant and appropriate government agencies. Buyer agrees to accept on the subject property any water flow or flow rates from rainfall or storm water runoff from or to other property that may be developed at a future time. No dwellings or improvements will be constructed in the floodplain or floodway for any reason.
- 1.11 Trash Disposal: No tract shall ever be used for or maintained as a dumping ground for rubbish, fill, road or construction materials, debris or junk. Each homeowner must have a trash removal service and trash, garbage or other wastes shall not be permitted except in sanitary containers. All cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Cut or trimmed brush on occupied or non-occupied tracts must be disposed of within 30 days of cutting. Construction of a house may not begin until an enclosed trash receptacle and portable toilet are available on-site. It is the owner's responsibility to ensure that construction debris is contained and properly disposed. Dumpsters will not be permissible on a tract except during construction of a residence.

- 1.12 Nuisances: No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any tract, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of adjacent tracts or to the Subdivision. Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties.
- 1.13 Unused Vehicles: The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or materials shall not be permitted on any tract in the Subdivision. The repairing of motor vehicles, boats or any other items of a mechanic nature shall not be permitted on any tract in the Subdivision, except within a garage or other comparable enclosed structure. Any vehicle which does not display a current registration and/or inspection will be considered unused and subject to removal.
- 1.14 Boats and Trailers and Trucks: No boats, boat trailers, travel trailers, campers, recreational vehicles, motor homes, vehicles, and other equipment or other similar property shall be allowed on any tract unless such items are regularly and frequently used by the tract owner, neat in appearance, well-maintained, and stored behind the rear building line and shielded from view. None of the above-mentioned items are allowed on any tract until the residence is completed and occupied. No commercial vehicles with more than 1 rear axle shall be allowed within the subdivision at any time other than during the construction of the primary residence, driveways or ancillary structures and in no event shall such vehicles be left within the subdivision overnight. These vehicles include, but are not limited to, dump trucks of any kind, bobtails, belly dumps and trailers designed to be pulled by trucks with more than 1 rear axle.
- 1.15 Temporary Structures: No structure or improvement of a temporary character, travel trailer, recreational vehicle, tent, camper, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling.
- 1.16 Animals: Dogs, cats or other household pets, not to exceed a total of four in number (exclusive of unweaned offspring) per residence, may be kept so long as they are not kept, bred or maintained for any commercial purpose. All animals must be maintained and confined to each Owner's tract. Dogs may not be kept on a chain, cable or rope but must be confined within a pen or run built out of new materials and must be between the residence and the rear tract line. Farm animals are limited to one large animal (horse or cow) per 2 acres or up to three (3) goats or sheep per acre. Chickens are allowed as long as the tract does not house more than ten (10) chickens at any one time and any chickens or other fowl must be contained within an enclosure which is made of new materials and shielded from view from all tracts and roadways. No pigs, hogs, or swine are allowed under any condition. No pets or animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. If a question arises as to whether an animal, (individually or considered together) is offensive or a nuisance, the Declarant shall make the determination and its determination shall be final and binding on all parties.
- 1.17 Animal Containment: All animals shall be contained within the tract lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owner's tract. Any pen, corral, hutch, structure or enclosure of any kind must be constructed of new material, must be attractive in appearance in keeping with the general standard of improvement in the Subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the Subdivision. All such improvements must be located behind the residence, and not closer than twenty (20') feet to the side and rear property lines.

- 1.18 Fences: The plans for all fencing must be approved in advance by the Declarant before installation of the fencing can begin. Fences can be constructed of wire, pipe, chain-link, wood, or masonry. No privacy fences will be allowed along the front property line. All fence lines must be mowed and kept clean of weeds, trash and garbage at all times. All fences must be maintained to prevent sagging and deterioration. According to regulations of Fayette County, no fences of any kind or character shall be constructed over or across any drainage easement or flood plain.
- 1.19 Signs: Except for one sign of not more than six square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any tract.
- 1.20 Antennae: No exterior radio, television or any other type of antenna shall be higher than 30' as measured from the ground. All satellite dish receivers larger than three feet (3') in diameter must receive prior written approval of the Declarant as to size and location.
- 1.21 Clothes Drying Facilities: Outside clothes lines or other facilities for drying or airing clothes outside the residence are permitted.
- 1.22 Rights of Declarant: The Declarant or its agents shall have the right to use any unsold tract for a sales office location or any other purpose that Declarant deems necessary.
- 1.23 Parking: Streets, if any, shall not be used for parking except for emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any joint use driveways in the Subdivision at any time.
- 1.24 Length of Construction Time: From the date of commencement of construction of any part of a home, barn, storage building or any other type of improvement to the property, the tract owner will have twenty-four (24) months to totally complete the construction of the improvements.
- 1.25 Uses: No part of the Property shall ever be used for (i) interior or exterior storage facility, (ii) junk, salvage yard, parts yard or similar use, (iii) a lodge, hall, meeting place, church, school, club building, or other similar use, (iv) any business of any nature that results in any traffic or visitation to the site by anyone except the owner, (v) any industrial use of any nature, (vi) any noxious or offensive activity or any activity which may be or become a nuisance to the other property owners, (vii) as a shooting range of any nature, (viii) the production, storage, sale or service of any alcoholic beverage, any fireworks or any drugs, or (ix) the storage or location of any toxic or hazardous material of any nature.

## ARTICLE 2

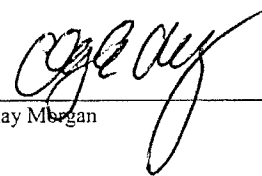
### GENERAL

- 2.01 Enforcement: Declarant, and any person owning any interest in any of the tracts in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

- 2.02 Limitations of Liability: The Declarant shall not be liable in damages or otherwise to any owner of any tract within the subdivision by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with: (a) the approval or disapproval, or failure to approve or to disapprove any plans or specifications; (b) the enforcement of, or the failure to enforce, the covenants, conditions, easements and restrictions of this Declaration; or (c) any other action taken or not taken pursuant to the provisions of this Declaration.
- 2.03 Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.
- 2.04 Duration: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) or more of the Property (by tract) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended.
- 2.05 Amendment: This Declaration may be amended by Declarant at any time, and from time to time, in its sole discretion. Without limiting the foregoing, Declarant may, from time to time, amend this Declaration as necessary to comply with any VA or FHA requirements for approval of the property to participate in their respective loan guaranty programs or for any other reason determined by Declarant in order to assure the integrity and intent of the subdivision. Any such amendment shall be effective upon recordation of an instrument setting forth the terms thereof in the Official Records of Real Property of Fayette County, Texas.
- 2.06 Assignment of Declarant: Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, and recorded in the Official Records of Fayette County, Texas. In the event of any partial assignment by Declarant of any of its privileges, exemptions, rights and duties under this Declaration, Declarant shall continue to remain responsible and liable for all its obligations and duties under this Declaration until such time as Declarant has completed a full assignment of all of its privileges, exemptions, rights and duties under this Declaration to any other person or entity.
- 2.07 No Warranty of Enforceability: While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the tract, agrees to hold Declarant harmless therefrom.

- 2.08 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision, and of promoting and effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.
- 2.09 Exemption of Declarant; Utility Easements:
  - a. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.
  - b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.
- 2.10 Laws and Regulations: All owners of any tracts within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

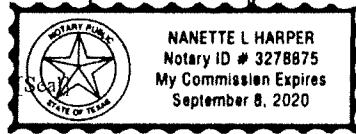
IN WITNESS WHEREOF Clay Morgan has caused this document to be executed this 8<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Clay Morgan

STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me this 8<sup>th</sup> day of March, 2018 by Clay E. Morgan.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

3/8/2018 1:59:37 PM

STATE OF TEXAS COUNTY OF FAYETTE  
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 OFFICIAL RECORDS of Fayette County, Texas as stamped hereon above time.

AFTER RECORDING, RETURN TO:

Clay Morgan  
10829 Jollyville Rd  
Austin, Texas 78759

JULIE KARSTEDT, COUNTY CLERK  
Stamp: 7 Page(s)

KS

