

RESTRICTIONS, COVENANTS, CONDITIONS AND RESERVATIONS
APPERTAINING TO BUENA VISTA SECTION 3, A SUBDIVISION
OF THE ABRAHAM LARGE SURVEY NO. 32, IN BURNET COUNTY,
TEXAS.

THE STATE OF TEXAS)
COUNTY OF BURNET)

KNOW ALL MEN BY THESE PRESENTS:

That we, T. D. BRYANT, of Burnet County, Texas, and also DON M. BRYANT, acting herein individually and as Trustee of the Will of Lillian Bryant, Deceased, also of Burnet County, Texas, the legal and equitable owners of Buena Vista, Section 3, a Subdivision in the Abraham Large Survey No. 32, in Burnet County, Texas, do hereby acknowledge, declare and adopt the following protective covenants, restrictions, conditions and reservation upon the sale and conveyance of any and all lots and parcels of land situated in said Subdivision, to-wit:

1. All lots in said subdivision shall be used exclusively for residential purposes save and except, however, those lots which are designated for commercial uses or are reserved for other purposes or for future development on the plat of said subdivision.

2. No building other than a single family residence containing not less than 1,000 square feet, exclusive of open porches, breezeways, car ports and garages, shall be erected or constructed on any waterfront lot in said Subdivision, and no building other than a single family residence containing not less than 800 square feet, exclusive of open porches, breezeways, car ports and garages, shall be erected or constructed on any other lot or lots in said Subdivision. Not more than one residence may be erected or constructed on any lot in said Subdivision. No mobile home or structure of any kind may be moved onto any lot. Any residence or other improvement is to be completed within six (6) months of the time its construction is begun, failing which the undersigned

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or their heirs or assigns, or any other person owning real property situated in said subdivision, may (1) complete the residence or other improvement at the owner's expense to be secured by a lien against the premises, or (2) obtain injunctive relief requiring removal from the premises of the incomplete residence or other improvements, or (3) maintain and have an action for damages sustained.

3. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two (2) coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Outside wall area of house to have a minimum of twenty per cent (20%) masonry construction consisting of brick, ledgerstone, field stone, concrete blocks or native types of stone veneer. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans, and external design have first been approved in writing by the undersigned or by such nominee or nominees as they may designate in writing. All tanks for the storage of gases or liquids for fuel shall be buried beneath the surface of the ground or placed in an enclosure acceptable to the subdivider or their assignees and the written consent of the subdivider or their assignees must be first obtained before such tanks are installed.

4. No improvements shall be erected on any lot nearer than twenty (20) feet to the front property line nor nearer than five (5) feet to the side property lines, and shall not be closer than 25 feet to the 890 ft. contour line, except that in the case of corner lots no improvements shall be erected or constructed within ten (10) feet of side property lines adjacent to streets.

5. All lots are subject to the easements, restrictions and reservations shown on the plat of the Subdivision; and subject to

all easements, restrictions and reservations of record including, but not limited to a three (3) foot easement over and across the sides and backs of each and all lots in the Subdivision for the purposes of installing and servicing public utilities, telephone and water lines. There is reserved to the undersigned, their heirs and assigns, the right to cross the streets or to run on said streets shown on said plat for the purposes of installing and servicing public utilities, telephone and water lines.

6. No animals are to be kept on the Subdivision lots except domestic house pets.

7. As long as the undersigned, or their heirs or assigns, shall elect to maintain the streets of the Subdivision, an assessment of \$15.00 per lot per year shall run against each lot in said Subdivision for the maintenance of the streets, park and beach areas according to their rules and regulations. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to the undersigned at Burnet, Texas, on the 1st day of January of each year, provided, however, that any lien thus established shall be secondary and inferior to all other prior or subsequent liens properly established on said lots. The undersigned agree to maintain such streets until 75% of the lots in said Subdivision are sold.

8. If for any reason the purchaser of any property in said Subdivision should fail to pay all taxes and assessments when due, the undersigned reserves a right to pay any such taxes, assessments and penalties that may apply and add the amount to the principal outstanding and charge interest at the rate of ten (10%) per cent per annum.

9. If the purchaser of any property in said Subdivision, or his assigns, shall violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said Subdivision to prosecute any proceedings

at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing such, or to recover damages for such violations.

10. The restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of twenty (20) years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless by a vote of a three-fourths (3/4) majority of the then owners of the lots in said Subdivision (each lot having one (1) vote), taken prior to the expiration of such twenty (20) year period and filed of record in said County, it is agreed to amend or release same.

11. Invalidation of any one or more of these restrictions and covenants by judgment of any Court shall in no manner affect any other covenant, restriction or provision set forth herein, which shall remain in full force and effect.

WITNESS our hands at Burnet, Texas, this 4th day of April, 1967.

T. D. Bryant
(T. D. BRYANT)

Don M. Bryant
(DON M. BRYANT)

Individually and as Trustee of the Will of Lillian Bryant, Deceased:

THE STATE OF TEXAS)
COUNTY OF BURNET)

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared T. D. BRYANT and DON M. BRYANT, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of April, 1967.



LORANCE L. DENNIS
Notary Public, Burnet County, Texas

Lorance L. Dennis
Notary Public in and for
Burnet County, Texas.

FILED FOR RECORD 11 DAY OF APRIL A.D. 1967 AT 8:30 O'CLOCK A.M.
RECORDED THIS THE 11th DAY OF APRIL A.D. 1967 AT 1:30 O'CLOCK P.M.
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Sue Saiter DEPUTY

These deed restrictions renewed and extended until April 2017
by instrument recorded in the Official Records of Burnet County, Texas,
Volume 740, pages 670-671, April 4, 1997.