

**DECLARATIONS OF COVENANTS AND RESTRICTIONS**  
**SPICEWOOD AT BULLCREEK, SECTION TWO**

(REVISED 1-1-2002)

This Declaration of Covenants and Restrictions is made as of the 23<sup>rd</sup> day of November, 1983, by the owners, each acting herein in its own behalf (hereinafter sometimes collectively referred to as "Declarants") and is as follows:

WITNESSETH:

WHEREAS, Declarants are the Owners of all of the Lots in **SPICEWOOD AT BULLCREEK, SECTION TWO**, a subdivision in Travis County, Texas, as shown by the plat thereof recorded in Book 83, Pages 80 A-C, of the Plat Records of Travis County, Texas, (the "subdivision"):

NOW, THEREFORE, Declarants declare that all Lots in the subdivision are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and uses hereinafter set forth:

1. **DESIGNATION OF USE.** All Lots shall be used for single family residential purposes with not more than one residence on any lot, except from as otherwise provided herein. No trade, profession, business or commercial purpose of any kind shall be carried on, within or on any of said Lots, nor shall storage tanks containing inflammable fluids or gasses be maintained above the surface of the ground.

2. **RETENTION OF EASEMENTS.** Easements are reserved as indicated on the recorded plat for utility installation and maintenance. Within these easement, no structures, trees, vines, plants or any other thing shall be placed or permitted to remain which may interfere with the purposes for which the easement is intended, and the easement area of each Lot shall be maintained continuously by the Owner of each Lot, except for the improvements for which a public utility or public authority is responsible.

3. **TEMPORARY STRUCTURES AND GARAGE APARTMENTS.** No tent, shack, mobile home, house trailer, garage apartment or other outbuilding shall be placed, erected or permitted to remain on any of the Lots without the prior written consent of the Architectural Control Committee, nor shall any structure of any temporary character be used at any time as a residence thereon. This provision shall not apply to vehicles, equipment or temporary structures utilized by Declarant, its transferees or assigns when engaged in construction or repair work, or such work as may be reasonably necessary for development of the subdivision into a residential community.

4. **SIZE AND CONSTRUCTION OF DWELLINGS, GARAGES, AND GUEST HOUSES.**  
(a) All dwellings shall be of recognized standard construction with the exterior first floor walls of at least seventy-five percent (75%) by area composed of stone or masonry. In computing such percentage, all gables, window and door openings shall be excluded from the total area of exterior walls. Any exterior fireplace chimney shall consist of not less than ninety percent (90%) stone or masonry construction.

(b) The residence, if one-story, erected on any Lot shall cover not less than

eighteen hundred square feet (1,800 sq. ft.) of slab or foundation area. If the residence contains one and one-half stories, the slab or foundation area shall contain not less than fourteen hundred square feet (1400 sq. ft.) and if two full stories, the slab or foundation area shall contain not less than twelve hundred square feet (1200 sq. ft.). Notwithstanding anything herein to the contrary no residence shall have less than sixteen hundred square feet (1600 sq. ft.) of livable area exclusive of garages and porches. A separate garage building, servants' quarters of one-story, or a one-story guest house not to exceed six hundred square feet (600 sq. ft.) of floor area will be permitted, provided that such structure or structures are attached to the main residence by a common wall or by a covered passageway, and the outer walls of such structure shall be the same construction and percentage by area of masonry as the main dwelling. All garages shall be set back from the street at least twenty-five feet (25 ft.) further than the main residence or shall not front or have the automobile passage opening face the front of the Lot, and provided further that such building complies with all other restrictions, covenants, conditions and uses contained herein.

(c) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than twelve (12) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(d) No unsightly or elaborate antennae for receiving and/or transmitting television and/or radio signals will be allowed, excepting this restriction is not to be construed to prohibit the smaller conventional television antennae for normal viewing purposes: provided, however, no antennae or guy wires shall be placed or maintained on any portion of any Lot forward of the front wall line of the dwelling located thereon.

(e) No roofs of the structure situated on any Lot shall be constructed of built-up gravel material or composition/fiberglass shingles of less than 300 pounds per square unless adjusted or waived the written consent of the Architectural Control Committee prior to construction.

(f) No swimming pool shall be constructed in the front yard of any residence.

5) **SET-BACK, FRONT LINE AND REAR LINE.** No structure shall be located or erected on any Lot nearer to the front Lot line than as indicated by the "building line" shown on the recorded plat of the subdivision, nor nearer than five feet (5 ft.) to any side lot line, except that the total combined set-back from both sides shall in no event be less than fifteen feet (15 ft.) nor nearer than ten feet (10 ft.) to the rear lot line, unless first approved in writing by the Architectural Control Committee.

6) **ORNAMENTAL STRUCTURES, FENCES, WALLS AND APPURTENANCES.** No wire type fence of any description shall be permitted to be erected or maintained on any Lot, nor shall any fence, wall or hedge be maintained forward of the front wall line of the main residence except retaining walls of not over twelve inches (12") above lot grade.

Ornamental structures, fences and walls are permitted subject to approval in writing of the Architectural Control Committee for the subdivision.

No signs or other type of advertisement shall be permitted on any Lot, except one sign indicating a Lot is for sale shall be permitted facing the front of any Lot, and one such sign facing the rear.

7) **TRUCKS, BUSES, BOATS, AND TRAILERS.** No truck larger than  $\frac{3}{4}$  ton, bus, boat, or trailer shall be parked in the street in front of any Lot except for construction and repair while a residence or residences are being built or repaired in the immediate vicinity, and no truck larger than  $\frac{3}{4}$  ton, bus, boat, or trailer shall be parked overnight between the curb and building line of any residence on any street.

8) **ARCHITECTURAL CONTROL.** For the purpose of insuring the development of the subdivision as a residential area of high standards of workmanship, materials and harmony of design, an Architectural Control Committee composed of and appointed by members of the Homeowners Association will be appointed every year. The members of such committee may appoint additional members, may designate their successor, may appoint persons to fill vacancies or may designate an agent to act for such committee. No dwelling, wall, fence or other structure shall be placed upon any Lot until the plan therefore and the plot plan have been approved in writing by the Architectural Control Committee, or by an appointee of the Architectural Control Committee. Refusal or approval of the plans and specifications by the Architectural Control Committee may be based on any grounds, including purely aesthetic reasons, in the sole discretion of the Architectural Control Committee. All plans and specifications submitted to the Architectural Control Committee shall become the property of such committee. No alterations in the exterior appearance of any dwelling or structure shall be made without like approval by the Architectural Control Committee. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, such plans shall be deemed to have been approved. When, in the opinion of the Architectural Control Committee, a waiver or modification of any of the restrictive covenants would not impair or detract from the high quality of the subdivision, it may, by written instrument recorded in the Deed Records of Travis County, Texas, waive or modify any such restrictions.

9) **LOT MAINTENANCE, GARBAGE, REFUSE STORAGE AND DISPOSAL.** The owner or occupants of all Lots shall at all times maintain the Lot and the improvements situated thereon in a neat, orderly, healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers constructed of metal, plastic, or masonry materials, with tightly fitting lids, which shall be maintained in a clean and sanitary condition and kept from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

10) **ANIMALS.** No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that cats, dogs, of other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11) **CLEANLINESS.** No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot, park or drainage are in the subdivision, and no inoperable automobiles, appliances, discarded furniture, or similar types of articles shall be stored or kept on any Lot unless such articles are enclosed and shielded from the public view by an adequate fence.

12) **OIL, GAS, MINERAL, MINING, AND EXCAVATION OPERATIONS.**

No oil, gas, mineral, mining or excavation operations of any kind or character shall be permitted upon any Lot or area of the subdivision.

13) SEWAGE. No dwelling in the subdivision shall be serviced other than by a public or private sanitary system, and no dwelling shall be serviced by a septic tank.

15) SIDEWALKS. Prior to occupancy of any residence on any Lot in the subdivision, the Owner of such Lot, at his expense, covenants and agrees to construct any sidewalks or other walkways which may be required by any applicable governmental authorities.

16) GENERAL PROVISIONS. These provisions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring title to property in the subdivision, whether by descent, devise, purchase or otherwise, and every person, by the acceptance of title to any Lot in the subdivision, shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding until January 1, 2012. On and after January 1, 2012, said restrictions, conditions, covenants and uses shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by a vote of the Owners of three-fourths (3/4ths) of the then Owners of Lots in the subdivision.

17) ENFORCEMENTS. If any person or persons shall violate or attempt to violate any of the above restrictions, conditions, covenants and uses, it shall be lawful for any other person or persons owning any of the Lots in the subdivision to prosecute proceedings in law or in equity against the person or persons violating or attempting such violation to prevent such person from so doing, or to recover damages for such violation. 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 operation of or endorsement of any such covenants, conditions, restrictions and uses.

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

19) WAIVER. Notwithstanding anything herein to the contrary, the Architectural Control Committee by unanimous vote may waive any provision hereof except the covenant contained in paragraph 2 hereof that all lots shall be used for residential purposes.

Executed this 28<sup>th</sup> day of November, 1983.

RECORDED:  
DEED RECORDS,  
THE STATE OF TEXAS,  
COUNTY OF TRAVIS

DECLARANTS:  
  
All Owners Section Two