

**REVISED EASEMENTS, RESTRICTIONS AND RESERVATIONS ON  
DONALL ESTATES, A SUBDIVISION IN BURNET COUNTY, TEXAS**

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 heretofore mentioned. No lot can be subdivided. No signs of any kind may be placed or erected on this property except those signs installed by Donall Estates.

2. **UNITS 1-3 & 5:** 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 one year of the time its construction is begun failing which the Seller, its successors 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 injunction relief requiring removal from the premises of the incomplete residence or other improvements or (3) maintain and have an action for damages sustained.

**UNIT 4:** 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 waterfront lot in said subdivision, and no building other than a single family residence containing not less than 600 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 without prior approval in writing from an officer of Donall Estates. Such approval shall be given only when a description of the mobile home, camper or trailer house to be occupied is submitted in writing to Donall Estates, and the discretion lies wholly with Donall Estates in allowing a mobile home, camper or trailer house to be permanently placed on the property of Buyer. Permanently as it is used in this paragraph shall mean any mobile home, camper, trailer or any form of inhabitable domicile whatsoever that is placed on Buyer's lot or lots for more than 30 calendar days in each calendar year. Once any mobile home, camper, trailer or any other type of domicile becomes permanent as defined in this paragraph, then Donall Estates, their agents, representatives, successors and assigns shall have the right to come onto Buyer's land at any time and inspect the exterior of such mobile home, trailer, camper or domicile, and if this inspection discloses that any of the easements, restrictions and reservations as listed herein have not been complied with, or that the mobile home, trailer, camper or domicile is in such a state of disrepair so as to make it unsightly and a detriment to the general nature of the neighborhood, then Donall Estates, at its sole discretion, shall have the power to demand removal of same from the lot or lots of the guilty Buyer for the protection of all other lot owners within the area. Buyer agrees that if such demand for removal is made, he shall remedy the defects within 30 days to the satisfaction of Donall

Estates or remove the mobile home, trailer, camper, or domicile within 30 days from such demand. Buyer agrees that if Seller must bring legal action to enforce the provisions of this paragraph, Buyer will pay all reasonable attorneys' fees that Seller incurs. Any residence or other improvement is to be completed within one year of the time its construction is begun failing which the Seller, its successors 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 injunction relief requiring removal from the premises of the incomplete residence or other improvements or (3) maintain and have an action for damages sustained.

3. **ALL UNITS:** No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two 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. *<UNITS 1-3 & 5 ONLY: Outside wall area of house to have a minimum of twenty per cent (20%) masonry construction consisting of brick, ledgestone, field stone, concrete blocks or native types of stone veneer.>* **ALL UNITS:** 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 Seller or by such nominee or nominees as it may designate in writing.

4. No improvements shall be erected on any lot nearer than 20 feet to the front property line nor nearer than 5 feet to the side property lines, and shall not be closer than 25 feet to the 1020 Ft. contour line, except that in the case of corner lots no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets.

5, No building or structure shall be attached to any building or erected on any land in this subdivision or upon the easements adjacent thereto unless first approved by Donall, Inc. in writing.

6. All lots are subject to the easements, restrictions, and reservations contained in plat of Donall Estates, a subdivision in Burnet County, Texas; and subject to all easements, restrictions and reservations of record including, but not limited to, a three 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 Donall, Inc., its successors 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, however Seller is not in any way obligated to install any utilities or water lines.

7. **UNITS 1&3:** No animals or pets are to be kept on the subdivision lots except domestic house pets. **UNITS 2-3:** No animals or pets are to be kept on the subdivision lots except domestic house pets. But Buyer, his heirs, successors and assigns purchases all lots in this subdivision with the full knowledge that Donall, Inc., may, at its option, waive and alter the provisions of the first sentence of No. 7 to the effect that certain Buyers of subdivision lots and acreage may be allowed to keep horses in a fenced area upon such lots and acreage. No other livestock except horses may be permitted by Donall, Inc. By signing the contract to which these revised easements, restrictions and reservations are attached,

Buyer confirms and acknowledges that he has knowledge and notice of Seller's right to alter the provisions of Paragraph 7 as set out above.

**UNIT 5:** No animals or pets are to be kept on the subdivision lots except domestic house pets and horses. Buyer is specifically granted the right to keep, stable and feed horses on his subdivision lots or acreage. Buyer must have a minimum acreage of 1 acre before a horse can be kept under the provisions of this chapter, and more than one horse may not be kept by Buyer on his lot or acreage unless Buyer has acreage sufficient to allot ½ acre to each horse so kept. Any stables, corrals, feed sheds, or other outbuildings or facilities constructed to accommodate a horse or horses kept pursuant to this paragraph must have its exterior finished with not less than two coats of paint. Buyer shall not build any stables, corrals, feed sheds, or other outbuildings or facilities whatsoever unless the building plans showing the location and specifications thereof are first approved by the Seller. Buyer has the obligation to maintain and clean all stable and corral areas at least once for every 30 days such areas are occupied by the horse or horses. Buyer has the duty to maintain all fences and corrals in good condition to prevent said horses from escaping the confines of Buyer's lot or acreage, and if Buyer fails to do so, Seller may demand removal of said horse or horses from Buyer's property.

8. As long as Seller, its successors and 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 rules and regulations of Seller. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to Donall, Inc., in Burnet, Texas, on the 1st day of January of each year. Sellers agree to maintain such streets until 75% of the lots in said subdivision are sold.

9. If for any reason the Buyer should fail to pay all taxes and assessments when due, Seller 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 percent per annum.

10. If the Buyer, 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 violation.

11. 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 restrictions and covenants will continue in force until such time as they are revoked by the amendment procedure.<sup>2</sup>

12. This lot or lots are sold subject to the easement granting the Lower Colorado River Authority the right to flood the premises up to the 1020 contour line as established by the said Authority, as set out in Vol: \_\_\_\_, Page \_\_\_\_, Deed Record of Burnet County, Texas.

\*If you would like a pdf of the Covenants and Restrictions specific to your Unit only, please contact your DEPOA board and asked that it be emailed to you.