

BC
Information provided by:
Lindsay Currey
RE/MAX Centx
512-698-8690
www.LindsayCurrey.com



REST

2005052564

7 PGS

RESTRICTIONS

TUSCANY VILLAS

TO THE PUBLIC

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT THE WOODS OF FOUNTAINWOOD, LTD., Of Georgetown, Williamson County, Texas has caused to be surveyed and platted the lands hereinafter described under the subdivision name TUSCANY VILLAS, and has caused the same to be subdivided into blocks and lots and does hereby dedicate the utility easements shown on the plat to the utilities, and does hereby impose upon the below described lots the following restrictions for the benefit of all of the owners and purchasers thereof, as follows, to wit:

I. DESCRIPTION:

The property covered by these restrictions is as follows:

Tuscany Villas, as shown on the plat recorded in Cabinet AA, Slides 176-177 of the Plat Records of Williamson County, Texas.

II. RESERVATIONS:

The undersigned has declared that the aforesaid lots, which are shown on the plat above referred to, are held and shall be subject to the reservations, restrictions, and covenants herein set forth.

III. USE OF LAND:

All Lots in this phase shall be used for single family residence purposes only. No structure shall be erected, placed, altered, or permitted to remain on any one of said lots, other than the one detached single family dwelling of no more than two and one-half stories in height, and private garages, carports, servant's quarters, storage room, underground pool, or utility room approved in writing by the Architectural and Restrictions Committee. No building shall be erected on any lot, until after or coincident with the building of a dwelling thereon.

No more than one dwelling may be erected on only one lot, but the right is reserved to erect a dwelling on parts of any two lots as the same are defined on said recorded plat. No lot may be re-subdivided or cut into smaller parcels unless such re-subdivision is approved by the Architectural and Restrictions Committee hereinafter named, and approved by the City of Georgetown and Williamson County in accordance with their regulations.

No residence of a temporary character shall be permitted on any lot. No shack, basement, garage, trailer, tent, barn, or other outbuildings erected on or moved to any lot in the subdivision shall at any time be used as a residence, temporarily or permanently.

No noxious or offensive activity or profession shall be carried on in any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

RETURN TO

(4) Longhorn Title Co., Inc.

Notwithstanding anything to the contrary herein stated, the developer may build or use any structure deemed necessary or advisable for sales and administrative purposes during the development of the 35.991 acre tract of which this subdivision is a part.

IV. LOT AREA AND FRONTAGE:

Every dwelling erected on any lot shall front or present a good frontage on the street on which said lot fronts. The size, shape and frontage of any lot shall be defined by the recorded plat of TUSCANY VILLAS.

V. APPROVAL OF PLANS

All approved homes and structures will follow a "Tusan" style concept. No building or fence shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications, exterior materials, exterior colors and plot plan showing the locations of such building have been approved in writing as to quality of construction, conformity and harmony of design with existing structures in the subdivision by an Architectural and Restrictions Committee composed of Bobby D. Fredrickson, Betty Hester, and Ross W. Hester or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any members of said committee, the remaining members shall have full authority to approve or disapprove such design and locations, or to designate a successor representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 90 days after said plans and specifications have been submitted to it, and no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will be required and this covenant will be deemed to have fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on or after May 1, 2028. Thereafter the approval described in this covenant shall not be required unless, prior to said dated and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointed a representative or representatives who shall thereafter exercise the same powers previously exercised by this committee.

Such committee shall be empowered to consider request or variance from the restrictions contained therein and to grant the same, if found by the committee to be desirable from the standpoint of balancing the needs of applicant with the deed of all owners of lots in the subdivision to avoid disruption of the overall plan or scheme of development of said land. Said Committee is authorized to relocate utilities to any easement with said subdivision, provided that in the case of a utility easement, the utility companies have not already installed such utilities.

In addition, construction of residence must be by a builder approved by the Committee. Builders may submit proof of financial responsibility, adequate proof of insurance, and items showing past and current ability to complete quality construction.

VI. SIZE AND CONSTRUCTION OF DWELLING AND PERMITTED USES

1. Square Footage. Any dwelling of a single-story design shall contain a minimum of 2,500 square feet of air-conditioned floor area, exclusive of all porches, garages, decks, patios, breezeways, terraces, and balconies. Any dwelling of a two-story design constructed on any lot shall contain a minimum of 2,800 square feet of air-conditioned floor area, exclusive of all porches, garages, decks, patios, breezeways, terraces, and balconies.

2. Stories. No dwelling shall exceed two (2) stories in height.
3. Exterior materials. The exterior of each dwelling, including chimney, shall be of 100% masonry construction. (In computing this percentage, all gables and window and door openings shall be excluded from the total area of exterior walls). Masonry requirements shall be waived where exterior walls sit above interior clear spans rendering masonry structurally unfeasible. The Committee has the right to approve a unique design that uses other exterior materials that are vital to the architectural theme. Brick may be used for accents only. No total brick homes shall be permitted.
4. Roof. Roofs may be constructed of either (a) Concrete or clay tile; or (b) approved metal. If metal is used, the metal surface must have a dull finish upon installation, and must meet Committee' approval as to all aspects of it, including color, type, and finish. No obtrusive roof colors will be permitted.
5. Bedroom and Bathroom requirements. Any dwelling constructed on the property shall have a minimum of two bedrooms and a three piece bathroom, including lavatory, toilet, and tub or shower connection to a septic tank, soil absorption, sewage disposal system, in accordance with the minimum recommendations of the Division of Sanitary Engineering, Texas State Department of Health or their successor agencies. Written certification by the inspecting agency that said installation is within said recommendations shall be presented to the Architectural and Restriction Committee by Buyer prior to the occupancy.
6. Foundations. Not more than three feet (3 ft.) of vertical surface of concrete slab of any dwelling shall be exposed to view from any public street or adjacent lot.
7. Temporary Building. Temporary building may be placed on the lots during the construction of the dwelling with the written approval of the Architectural and Restriction Committee, but shall not remain there in excess of Nine (9) months.

VII. GARAGES, DRIVEWAYS, AND SIDEWALKS

1. Garages. All homes must have a garage. All garages shall comply with all restrictions, covenants, conditions, and limitations on use provided for other improvements in the subdivision. All garages shall be suitable for not less than two (2) automobiles. All garages shall consist of enclosed structures and no carports shall be permitted on any lot. No garage may be enclosed as living area without first obtaining the written approval from the Committee. All homes must have a side entry or swing-in-garage. A secondary garage, if approved by the Committee, may be front entry and the front of the building must be positioned behind the rear of the main dwelling.
2. Driveways. All driveways must be constructed of concrete, pebble finish not to exceed 3/8 inch paving stones or broom finish; no asphalt driveways are allowed. The location of the driveway must be approved by the Architectural and Restrictions Committee.

VIII. OUTBUILDINGS REQUIREMENTS

Every outbuilding, except a green house, shall correspond in style and Architecture to the dwelling on which it is appurtenant. It shall also be subject to the approval of the committee outlined in Paragraph V of these covenants.

Plans for separate garages or lawn tool buildings must be submitted to the Architectural and Restrictions Committee with a complete drawing showing it is within the setback lines before any construction on said building begins. All buildings shall be masonry and have a roof of the same material as the house. They must also be located behind the dwelling at least fifty feet (50') from any other dwelling on an adjoining lot.

any other dwelling on an adjoining lot.

IX. BUILDING SETBACKS

The restrictions covering the building setback from the street are set forth in the recorded plat of this subdivision above referred to in this description. No part of any building shall be nearer than fifteen feet (15') to the side property line or sixty five feet (65') from front property pins. The building setback lines on the plat on the rear of each lot shall also be used as a filtration strip for water pollution abatement and no construction of impervious cover shall be constructed on said area other than driveways, not exceeding a total of twenty four feet (24') in width.

X. SIGNS, BILLBOARDS, AND MISCELLANEOUS PROVISIONS

The construction and maintenance of signs, billboards, and advertising structures of any kind on any lot is prohibited, except that one sign no larger than 2 feet by 3 feet in size, advertising the rental or sale of property shown on the recorded plat. On lots owned by builders, an additional sign of the same size shall be allowed. Signs of larger size advertising the subdivision may be erected by the developer.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground. Approval by the Architectural and Restrictions Committee is mandatory. Only normal household quantities of any toxins, pesticides or other pollutants may be kept on the premises.

All dog pens and/or dog runs must be out of neighbors view. No more than three(3) dogs shall be permitted. No animals, livestock, pigeons, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Williamson County has an animal restraint by a leash law.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lots upon which the improvements are to be erected and shall not be placed within sixty-five feet (65') of the street.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Small amounts of such materials may be kept in sanitary containers. All incinerators or other equipment or the storage of disposal of such materials shall be kept in a clean and sanitary condition and shall not be visible from the street except on appropriate trash pickup days.

Said premises are to be kept in a neat and presentable condition and shall not have stored thereon old vehicles which are not used for a three month period or other unsightly objects.

No cars, trucks, airplanes, or other vehicles of any character shall be placed, parked, or stored overnight on the street in front of the dwelling thereon. RV's shall be stored out of sight from the street in an enclosed dwelling. Boats shall be stored out of sight from the street, behind the dwelling, or in a fenced or landscaped area approved by the Architectural and Restrictions Committee.

Wrought iron fences are allowed when meeting the requirement set out in these restrictions. They are not to be used around the entire property. The Architectural and Restrictions Committee must approve all fences. Privacy fences may be used on the back of lots 18-27, with a rock column at each corner.

No fence, wall, hedge, or shrub planting which obstructs the view of traffic shall be placed or permitted to remain on any lot within twenty feet (20') of the intersection of the street and driveway. No tree shall be permitted to remain within such distance of obstruction of the view of oncoming traffic.

No firearms shall be discharged.

XI. ANTENNAS AND SIGNALS

No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used or maintained on any lot, whether attached to a building or structure otherwise, without approval of the Architectural Control Committee. No radio signals, television signals, or any form of electromagnetic radiation shall originate from any lot which may unreasonably interfere with the reception of television or radio signals on any other lot.

XII. LANDSCAPING

Owners shall landscape their front and side yards within sixty (60) days of completion of the residence. All landscape plans and specifications (including plant type, size, and location) must be approved by the Architectural and Restrictions Committee. A thirty (30) day time extension may be requested due to unusual weather conditions. Trees must be at least two-inch (2") caliper; shrubs (other than ground cover) must be at least three-gallon (3 gal.) size. The entire front and side yard to the back of the house must be on an automatic, underground sprinkler system. The entire front and side yard to the back of the house must be sodded with grass (except for flower and shrubbery beds); grass may be Bermuda, Buffalo, Zoysia, or Saint Augustine. The rear yard may be maintained in a natural state, or xeroscaped. No columns are allowed in front yards. No columns are allowed in front yards. Any lot with utility boxes must be landscaped with (6) six (5) gallon dwarf Burford Holly shrubs or Oleanders surrounding each box. Developer reserves the right to file a lien for any money spent to correct unacceptable yards should developer not be promptly reimbursed. This lien will be subordinate to any purchase money lien.

Dirt level must be two inches (2") below curb so the sod is below curb level. This requirement is in place so that the sheet flow of the lot is not restricted.

XIII. LIGHTING

Rock column with light must be built and maintained by the lot owner per plans and specifications.

XIV. UTILITIES AND DRAINAGE

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. All utilities are to be underground. Building and/or landscaping shall not alter natural sheet flow of surface drainage onto or off of any lot. Any concentration of runoff water caused by any added improvement shall be redirected to its existing natural runoff patterns. It is the responsibility of the builder to design and provide adequate drainage facilities to prevent the flooding of any improvement placed on these lots. The property owner must maintain the adequate drainage facilities to prevent flooding of any buildings on or from these lots.

XV. DURATION AND RIGHT TO ENFORCE

The covenants, conditions, and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Architectural and Restrictions Committee or the owner of any lots subject to the restrictions in the declaration, and their

respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Architectural and Restrictions Committee, or any one or more of the owners of properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for a said subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive and the undersigned, the Architectural and Restrictions Committee or any other personal or persons owning property in said subdivision injured by virtue of the breach of the restrictions and use limitations herein provided or on said subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connection therewith it is understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision have been injured thereby. It is further expressly understood that the undersigned shall continue to have the right to enforce such restrictive covenants and use limitations after all property have been sold by them but shall have no obligation to do so. It is understood that all expenses, attorney fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned or the Architectural and Restrictions Committee shall have no obligations to bear such expense, although they may contribute to such expense if they so desire.

The covenants, conditions, and restrictions herein shall be effective until May 1, 2028, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of three-fourths of the owners of lots in such subdivision, with each lot in such subdivision having one vote, taken prior to expiration of said twenty year period or for any current extended period, and filed for record in the Official Records of Williamson County, Texas. It is agreed that these restrictive covenants and use limitations shall terminate as to said subdivision at the end of such twenty-year period or current extended period. However, the terms and conditions of these deed restrictions shall not cease without the approval of the City of Georgetown, in accordance with the platted subdivision restrictions.

XVI. BINDING

All covenants and restrictions shall be binding upon the purchaser, his heirs, executors, administrators, successors, and assigns, and said covenants and restrictions are for the benefit of all lot owners within the subdivision or any Phase thereof.

XVII. RIGHT TO ASSIGN

THE WOODS OF FOUNTAINWOOD, LTD., by appropriate instruments, may assign or convey to any person, organization, or corporation purchasing all the remaining lots in Tuscany Villas Subdivision or resale any or all of the rights, reservations, easements, and privileges, herein reserved by the owner and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges or any one or more of them at any time or times, in the same way and manner as though directly reserved by them or it in this instrument.

XVIII. PARTIAL INVALIDATION

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise act any of the other provisions, which shall remain in full force and effect.

EXECUTED this 7 day of July 2005.

THE WOODS OF FOUNTAINWOOD, LTD.

Bobby D. Fredrickson
Bobby D. Fredrickson, President.

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Bobby D. Fredrickson, President of The Woods of Fountainwood, Ltd., who acknowledged to me that he executed the above and foregoing document as the act and deed of such partnership.

To certify which witness by hand and seal of office this 1 day of July 2005.



[Signature]
Notary Public in and for the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005052564

Nancy E. Rister

07/11/2005 12:01 PM

MARY \$26.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

RETURN TO
Longhorn Title Co., Inc.