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RESTRICTIONS

RE-RECORDED TO AMEND
RESTRICTIONS FILED ON
DOCUMENT # 2002058122

**THE WOODS OF FOUNTAINWOOD
(Phase 3)**

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 THE WOODS OF FOUNTAINWOOD, Phase 3, 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:

Woods of Fountainwood, Phase 3, as shown on the plat recorded in Cabinet _____, Slides _____ 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.

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 50.85-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 THE WOODS OF FOUNTAINWOOD, Phase 3.

V. APPROVAL OF PLANS

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 location 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 been 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 appointing 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

All dwellings in this Phase must be at least 2,000 square feet of living and heating area. The exterior walls of all dwellings erected on said lots shall be 100% masonry. Hardi-plank is approved for chimneys and side and rear gables. Approval from the ACC must be obtained for acceptable use of hardi-plank on 2-story dwellings. Roof pitch must be 7/12 or better. Roof shall be non-metal, have at least a 25-year warranty and shingles shall be dimensional. Colored tin shall only be used with the approval of the Architectural and Restrictions Committee.

Any dwelling constructed on the property shall have a minimum of two bedrooms, a concrete driveway, a side entry garage for at least two automobiles, 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, and inspected and approved by a duly authorized agent of Williamson County 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 occupancy.

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. 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 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 set back lines before any construction on said building is begun. Buildings that do not meet the minimum requirements of having 25% of their exterior walls, which face the road must match the façade of the house; either, stucco, masonry, stone, brick, stone veneer or brick veneer, shall nevertheless be permitted to provided that they are architecturally acceptable to the committee above referred to, have a roof of the same

material as the house, are located at least fifty feet (50') from any dwelling on an adjoining lot and are located behind the dwelling.

RV's shall be stored out of sight from the street in an enclosed building.

VIII. BUILDING SET BACK

The restrictions covering the building set back 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 to the side property line than fifteen feet (15'), and the building set back lines on the plat on the front and 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.

IX. 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 is permitted and 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 unless concealed, either by landscaping or fencing, immediately, upon installation of the tank. 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. Erecting a privacy fence or landscaping shrubs may do this. No animals, livestock, pigeons, or poultry of any kind shall be raised, bred or kept on any lot except that 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 fifty feet (50') 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.

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. 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.

Privacy and wrought iron fences are allowed when meeting the requirement set out in these restrictions. They are not to be used around the entire property. Metal support posts are required on privacy fences. The Architectural and Restrictions Committee must approve all fences.

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 any driveway. No tree shall be permitted to remain within such distance of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the view of oncoming traffic.

No firearms shall be discharged.

X. 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 or otherwise, without approval of the Architectural Control Committee. No radio signals, television signals, or any other 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.

XI. LANDSCAPING

Owners shall landscape their front yards within six (6) months of completion of the residence. Sprinkler system is to be installed in the front yard. Yard from the front of the house to the street to be sod. A three (3) month variance may be granted in cases of bad weather. Waivers may be requested from developer for hydro-mulched yards. Developer has right to inspect hydro mulching and approve or reject at developer's sole discretion. Developer retains right of entry to any and all hydro-mulched yards. Should developer require yard to be re-done all costs to be borne by Owner. 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 the curb so the sod is below curb level.

XII. LIGHTING

Light pole on each lot to be located and installed per plans and specifications. Maintenance is the responsibility of the lot owner.

XIII. UTILITIES AND DRAINAGE

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. All utilities are to be underground from pole to house.

XIV. DURATION AND RIGHT TO ENFORCE

The covenants, conditions, and restrictions of this declaration shall run with and

bind the land, and shall insure 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 an 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 an use limitations by the owner of any lot or lots in said subdivision it will be conclusively presumed that the other owners of 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 or 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.

XV. 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..

XVI. 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 Phase 3, of The Woods of Fountainwood 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.

XVII. 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 8 day of August, 2002.

THE WOODS OF FOUNTAINWOOD, LTD.

Bobby D. Fredrickson
Bobby D. Fredrickson, President

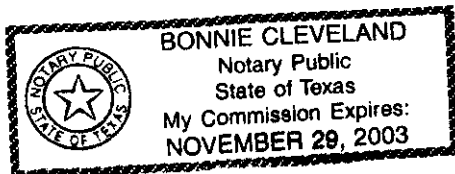
STATE OF TEXAS)

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 8 day of August, 2002.

Bonnie Cleveland
Notary Public in and for the State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

08-08-2002 10:05 AM 2002060146
SUSAN \$21.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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