

*Lakewood Country Estates Restrictive Covenants*

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STATE OF TEXAS

COUNTY OF WILLIAMSON            4035    KNOW ALL MEN BY THESE PRESENTS

That we, Logan Melton, Douglas Stringfellow and Cecil Holder of Austin, Travis County, Texas do hereby impress all of the property listed in LAKEWOOD COUNTRY ESTATES, Phase One, a subdivision in Williamson County, Texas according to the plat recorded in Book 12, pages 29-33, Williamson County Plat Records, with the following restrictions, covenants, conditions and uses.

1. LAND USE AND BUILDING TYPE:

Each tract of approximately 5+ acres may be divided into no more than two lots and each lot must have a minimum of two acres. The only exceptions to this will be Lots 7, 8 and 9, Block D, which may be divided into more than two lots and each lot must have a minimum of 1.75 acres. Lot 1 Block E and Lots 5 and 6 Block D may be divided into no more than three lots and each lots must have a minimum of two acres and Lot 1 Block C may be divided into no more than three lots but each lot may be a minimum of 1-1/2 acres. All lots shall be used for single family residential dwellings.

2. BUILDING SIZE:

No single family dwelling shall be constructed, placed or altered or permitted to remain on any lot, unless the area thereof, exclusive of open porches and garages or carports is 1600 square feet, or more unless this requirement is adjusted by three fourths of the property owners.

3 MASONRY:

Each single family dwelling shall not have less than 50% of its exterior walls of masonry construction unless this requirement is adjusted by three fourths of the property owners.

4 STRUCTURES:

No structure of a temporary character, nor any mobile home, trailer, tent or shack shall be constructed, placed, altered or permitted to remain on any lot. Barns or other outbuildings, either temporary or permanent shall be constructed with only new materials. No buildings (old) shall be moved on to a lot. All structures upon which construction has been commenced shall be completed within nine (9) months after construction is started and no structures shall be occupied until the exterior has been completed.

5 SET BACK:

No building shall be nearer than 25 feet to the road upon which said property abuts, nor nearer than 7.5 feet to either side of said property lines. The 7.5 feet set back requirement shall not be applicable to that portion of the two tracts which adjoin each other and are both owned by the same owner.

6 EASEMENT:

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Easements for installation and maintenance of utilities are reserved over the front rear and side 7.5 ft of each lot. Lot 1 Block F's ease boundry has 7.5 ft. easement for installation and maintenance of utilities and County Road expansion.

### 7 NUISANCES:

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

### 8 ANIMALS:

No animals, livestock or poultry of any kind shall be raised or kept on the premises except those that can be classified as household pets, and none can be kept, bred or maintained for commercial purposes, except that, subject to the prior written approval of the control committee, a limited number of livestock may be kept for personal pleasure or hobby, the variety and number of which shall be at the sole and exclusive discretion of said control committee.

### 9 SEWAGE DISPOSAL:

There shall be constructed on each lot, where permanent improvements are placed, a sewage disposal system with a septic tank and the sewage disposal system shall be installed in accordance with acceptable standards and approved by State or County Health Officers.

### 10 SIGNS:

no signs of any kind shall be displayed for public view on any lot except one professional sign of not more than one square foot, advertising the property for sale or rent, or signs used by builders to advertise the property during the construction or sales.

### 11 GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition,. The location of all incinerators or other equipment for the storage of disposal of rubbish, trash, garbage or other waste shall be subject to the control of three fourths of property owners. No unlicensed vehicles, except operational recreational vehicles in good operating condition, may be kept on the premises at any time.

### 12 OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations at any time shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lots. No derrick or other structures designed for the use in drilling for oil or natural gas shall be erected maintained or permitted upon any lot.

### 13 CONTROL COMMITTEE:

The initial control committee shall be that of Melton-Stringfellow-Holder and one other property owner to be appointed. A majority of the committee may designate a representative to act for it. In

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the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee and to withdraw from, or to restore tom the committee any of its powers and duties.

14 TERM:

These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2000 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a 3/4 majority of the then owners of the lots covered by these covenants, it is agreed to change said covenants in whole or in part, provided, however, as supplemental declaration of restrictions.

15 PENALTY PROVISIONS:

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any lots in LAKEWOOD COUNTRY ESTATES, Phase One to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing, or to recover damages for such violations. no act or mission 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 the endorsement of any such covenant, condition, restriction or use.

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

WITNESS OUR HANDS this the 3rd day of MAY , A.D, 1977

Logan Melton, Owner and Developer

Cecil Holder, Owner and Developer

Douglas Stringfellow, Owner and Developer.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LOGAN MELTON, DOUGLAS STRINGFELLOW, CECIL HOLDER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me hat he executed they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of May A.D. 1977 Jodie M Stearn Notary Public in and for Williamson Co, Texas.