

STATE OF TEXAS § 1272 208
COUNTY OF HAYS §

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3100

EXTENSION AND MODIFICATION OF
CONDITIONS AND RESTRICTIONS OF
LONGVIEW I,
A SUBDIVISION

This Extension and Modification of Conditions and Restrictions of LONGVIEW I, (the "Subdivision") is made by the undersigned present owners of all or a part of the property comprising LONGVIEW I, a subdivision of Hays County, Texas, being more particularly described in the Map or Plat filed of Record in Book 2, Page 301-303, Plat Records of Hays County, Texas, said Map or Plat being incorporated herein by reference for all purposes as though set forth herein in detail.

WITNESSETH:

WHEREAS, the undersigned owners have elected to extend and amend the original Restrictions for the Subdivision which are recorded in Volume 510, Page 555-557, Hays County, Texas with said restrictions being incorporated herein by reference for all purposes as though copied at length herein (the "Restrictions"); and

WHEREAS, the undersigned owners have elected to extend and amend the Restrictions for reasons, among others, including the protection, preservation and assuring property values and amenities within the Subdivision and for the maintenance of common facilities and the natural beauty of the property within the Subdivision, each and all of which is and are for the benefit of the property within the Subdivision and each owner thereof.

NOW, THEREFORE, the undersigned owners hereby amend and extend the Restrictions so that for all purposes the Restrictions and Conditions imposed upon the Subdivision from and after December 1, 1995 shall be as follows:

- 1. Each tract in the Subdivision shall be used exclusively for residential purposes and no portion thereof shall be used, or permitted to be used, for commercial or multifamily purposes, except as herein expressly permitted.

2. No improvements or buildings shall be erected, constructed, placed or be permitted to remain on any portion of a tract within the Subdivision nearer than twenty (20) feet to any side property line or rear property line nor closer than fifty (50) feet to the front property line.

3. Each primary residence building shall contain not less than 1200 square feet of floor space, exclusive of open porches, breezeways, carports, and garages. "Tract," as used herein, shall be defined as four (4) or more continuous acres. Modular homes located on any tract in the Subdivision prior to the effective date hereof shall be underpinned and affixed permanently to the surface and contain not less than 1200 square feet of floor space excluding garages, open porches, breezeways and carports. Modular homes constructed in accordance with the requirements last stated and currently located upon a tract or tracts within the Subdivision are deemed in compliance with all restrictions and any other non-compliance herewith is expressly waived. Log homes and prefabricated homes are permitted if built on a tract containing not less than four (4) contiguous acres, as contrasted with being built off premises and moved onto a tract, provided they are on pier and beam or concrete slab foundations. Pre-built or moved-in houses, whether or not prefabricated, are not allowed upon premises within the subdivision. Mobile Homes, double wides, single wide, travel trailers or trailers of any kind are not allowed upon a tract located in the subdivision as a primary or temporary residence. Any primary residence fully constructed or upon which construction is substantially complete and progressing in a good and workmanlike manner as of the effective date of this document shall be deemed as being in compliance with the initial restrictions first above identified and this extension and modification of such restrictions, any noncompliance is expressly waived and approved.

4. No garage, barn, outbuilding or temporary structure may be used at any time for a dwelling place, temporarily or permanently, nor shall any trailer, tent, except as hereinafter specifically allowed, or other structure of temporary nature be allowed upon a tract within the Subdivision. It is expressly provided that an owner of property within the Subdivision may place a tent of good quality and appearance upon a tract or tracts belonging to that owner so long as, and only so long as, such is utilized for the purpose of recreational camping for a period of time not to exceed fourteen (14) consecutive days in any six (6) consecutive calendar months. No outdoor toilet or privy shall be erected or permitted to remain on any tract except for a temporary period, not to exceed one (1) year, during construction of a permanent residence and such temporary facility must comply with county and other governmental regulations.

5. All plumbing and plumbing facilities shall be connected to a sanitary sewer or septic tank in full compliance with the minimum standards and requirements of the County of Hays, the State of Texas and any other regulatory body having authority. Installation of any type of sewage disposal system or device which would result in raw, untreated or unsanitary sewage being carried into any body of water is prohibited and such temporary facility must comply with County

Regulations and those of other regulatory bodies having jurisdiction. All plumbing shall be connected in an acceptable manner to sanitary sewer or septic tank and shall comply with the standards and requirements of the county of Hays and the State of Texas.

6. Domestic animals and fowl of those types normally found on rural property are allowed upon a tract provided there be no more than one (1) large grazing animal per four (4) acre tract. "Domestic animals," as used herein, shall include cattle, goats, sheep, horses, chicken and household pets but exclude hogs, pigs and swine of every kind. Commercial operations upon a tract or tracts are expressly prohibited, such prohibition includes commercial kennels. Animals for 4-H and FFA purposes or for open space tax purposes are permitted. If any member of any property owner's family is under the age of 19 and is a bona fide member of a 4-H Club or Future Farmers of America Club, then one (1) animal per each member until 19 but not in excess of three (3) animals per family, shall be permitted for the purposes of raising such animal or animals for competition or as a part of a club project. Further provided, however, that (i) such animal shall be kept in a sightly pen or other enclosure (ii) the tracts shall be kept clean and in a sanitary and odorless condition, and (iii) the animal shall be removed from the tract upon completion of the competition or club project. Chickens, guinea fowl or pea fowl are permitted so long as their respective number is limited to three (3) per acre. Shelter for animals and fowls shall be located on the rear one-third (1/3) of each tract, not easily visible from the road and a minimum of fifty (50) feet from each side property line and maintained in a neat and unobtrusive manner.

7. The property within the Subdivision shall be occupied, possessed and utilized only in accordance with applicable regulatory restrictions and noxious, offensive, unlawful or immoral use of the premises is prohibited. Creation of a nuisance or allowing the use of a tract in a manner that constitutes a nuisance is strictly prohibited. Noise pollution such as barking dogs, loud music, animal or fowl activity or noise of a constant nature, and light trespass is prohibited.

8. No inoperative motor vehicle, or bodies or chassis of motor vehicles without motors, shall be stored or permitted to remain on any portion of said tract, and no used lumber shall be stored or permitted to remain thereon. Accumulation of junk, scrap, used materials, machinery or other unsightly storage of personal property shall not be permitted. All tracts must be kept free and clear of trash, garbage and other waste by placing such in sanitary containers and disposed of regularly.

9. A part of the purposes of these restrictions is to assure that all dwellings and other structures are maintained in a clean, sightly and attractive appearance. A permanent residence or other improvement upon which construction begins from and after the effective date hereof, must be completed within one (1) year from the commencement of actual construction or the placing of materials on the sight whichever first occurs. All labor, materials and product must be done and/or furnished in a good and workmanlike manner. Completion, as used herein, shall mean the finishing of all exterior walls, foundations and roof and ready for occupancy.

10. These Restrictions and Covenants shall be binding on the undersigned owners, their respective successors, heirs, estate and assigns through and including December 1, 2094. These Restrictions may be further amended or modified at any time by a vote in writing by the then owners, cumulatively, of not less than ninety (90%) percent of the total property covered by this Restriction.

11. Invalidation of any or more of these Covenants and Restrictions by judgment of court having jurisdiction shall in no wise affect the validity of any other Covenants and Restrictions which shall remain in force and effect.

12. Sycamore Creek Development, Inc., any of the undersigned owners and a property owner group or entity, their respective successors, heirs and assigns shall have the full right to prosecute any violation of these Restrictions and Conditions and Covenants at law or at equity and this right to prosecute any such violation or attempted violation of these Restrictions, Covenants or Conditions shall extend to any owner of property in the Subdivision.

13. No tract in the Subdivision shall consist of less than four (4) acres and any Subdivision or attempted subdivision into tracts smaller than four (4) acres is prohibited except for tracts subdivided prior to the effective date hereof provided such tract does not contain less than 3.33 acres. A tract subdivided into less than four (4) acres but more than 3.33 acres prior to the effective date hereof shall be deemed for all purposes as being approved and in compliance with the original restrictions and these extensions and modifications of such conditions and restrictions. Except as last provided, the phrase "tract," as used in this extension and modification, shall mean a parcel of real property consisting of not less than four (4) contiguous acres.

14. All outside security lighting shall be appropriately shielded to prevent the light from intruding on adjoining properties. Flood lighting is permissible provided it does not unreasonably intrude upon the privacy and rights of an adjoining landowner.

15. The owners of property located within a subdivision shall have the right and is encouraged to establish homeowners associations, neighborhood committees or similar groups establishing other rules, regulations and conditions which shall be in addition to and cumulative of those set forth in the original restrictions and these extended and modified restrictions. Each group shall be responsible for its governing procedure whether through Bylaws, charters or otherwise.

16. Nothing herein shall be construed or deemed prejudicing the rights of owners having vested rights, title and interest but shall and do bind the parties hereto their respective heirs, successors and assigns. Nothing herein shall prejudice the rights of those parties holding valid and existing Contracts of Sale from and under Sycamore Creek Development, Inc. which were fully executed and delivered with a valuable consideration being paid therefor prior to the effective date hereof.

1272 212

This Extension and Modification of Conditions and Restrictions may be executed in one or more counterparts, and by each party on separate counterparts, each of which shall be considered an original, and all such counterparts together shall constitute one and the same instrument. Transmission or receipt of this Agreement by facsimile (FAX) or other means of communication or duplication, bearing a reproduction of a signature or initial, shall have the same validity and legal result as do original signatures or initials.

Effective this 1 day of December, 1995.

Attest:

SYCAMORE CREEK DEVELOPMENT, INC.

By: Mary Ayden
Mary Ayden
Assistant Secretary

By: Gene Powell
Gene Powell
President

THE STATE OF TEXAS §

COUNTY OF GREGG §

This instrument was acknowledged before me on the 1 day of December, 1995 by GENE POWELL, PRESIDENT of SYCAMORE CREEK DEVELOPMENT, INC., a Texas Corporation, on behalf of said Corporation.



Brenda K. Oakley
Notary Public, State of Texas
My Commission Expires: 8-17-96

1272 213

Longview Addition I
Lot 4 Blk B

Wesley Johnson
Wesley Johnson

Sharon Johnson
Sharon Johnson

1272 214 Longview Addition I
Lots 2A & 2B

Georgia-Ann Klutke

Georgia-Ann Klutke

As modified — item 15 struck.

Extension and Modification of
Conditions and Restrictions

Page 6

Longview Addition I
Lot 1 Blk A

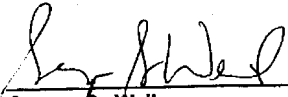
1272 215


Richard Clay


Kathy Clay

Longview Addition I
Lot 5 Blk C

1272 216



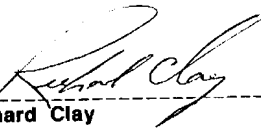
George S. Well



Carol L. Smith

Longview Addition I
Lots 1A

1272 217



Richard Clay

Extension and Modification of
Conditions and Restrictions

Page 6

Longview Addition I
Lots 3A, 4A, 5A

1272 218

Charles Heider

Charles Heider

Roberta Heider

Roberta Heider

Longview Addition I
Lot 7 Block A

1272 219

Robert H. Parker

Robert H. Parker

Margaret S. Parker

Margaret S. Parker

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Margie T. Villalpando

Extension and Modification of
Conditions and Restrictions

11-27-96 12:50 PM 9619255
KLEEN \$31.00
MARGIE T VILLALPANDO, County Clerk
HAYS COUNTY

Page 6