

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS



Pine Forest Subdivision

Phase III, Units 7-12

Bastrop County, Texas 78602

The proposed revised Covenants, Conditions and Restrictions (CCRs)
respectfully submitted by the
Architectural Control Committee (ACC) to the
Pine Forest Property Owners Association (PFPOA) Board
July 5, 2021

Cross-Reference Declaration of Covenants, Conditions and Restrictions (CCRs) for Pine Forest, Phase III, Units 7 through 12 Bastrop County, Texas recorded under Document No. 201510449, Official Public Records of Bastrop County, Texas, as the same may be amended from time to time.

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PINE FOREST SUBDIVISION,
PHASE III, UNITS 7-12**

This Amended and Restated Declaration of Covenants, Conditions (CCRs) and is made by the **PINE FOREST PROPERTY OWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation (the “**Association**”), and is as follows:

RECITALS:

- A. Pine Forest Phase III, Units 7-12 located in Bastrop County, Texas, was previously made subject to that certain Declaration of Covenants, Conditions and Restrictions for Pine Forest, Phase III, Units 7-12, recorded as Document No. 201510449, in the Official Public Records of Bastrop County, Texas, as the same may be amended from time to time (the “**Existing Declaration**”).
- B. Pursuant to Article 7, Section 7.04 of the Existing Declaration, the Existing Declaration, may be amended by the Board and ratified by Owners of at least one-third (1/3rd) of the Lots in the Subdivision (defined in the Declaration as Units 7-12) or, if the Association calls a meeting, ratification by at least sixty percent (60%) of the votes of Owners attending the meeting in person or by proxy. Article 1 and Sections 5.01 through 5.05 amendments also require the advice and consent of the Architectural Control Committee (the “**ACC**”).
- C. The President of the Association executes this Amendment to attest to the fact that this Amendment was approved by the Board, with the advice and consent of the ACC, and ratification, at a called meeting, by at least sixty percent (60%) of the votes of Owners attending in person or by proxy.

NOW, THEREFORE, it is hereby declared:

Pine Forest, Phase III, Units 7-12 (the “**Property**”) including any portion thereof or any Lot therein will be held, sold, conveyed and occupied subject to the following Covenants, Conditions and Restrictions (CCRs) which will run with such portions of the Property and will be binding on all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will ensure to the benefit of each Owner thereof; and

Each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following CCRs, regardless of whether the same are set out in full or by reference in said contract or deed; and the Declaration is amended and restated, in its entirety, as follows:

DEFINITIONS

Architectural Control Committee

The Architectural Control Committee (ACC), refers to the elected committee of the Pine Forest Property Owners' Association, is the body responsible for approval of new construction and inspection and approval of the improvements or changes to Lots within the Subdivision. The ACC is authorized under the current recorded Bylaws and Covenants, Conditions and Restrictions (CCRs) to review and approve or deny plans for the construction, placement, modification, alteration and/or remodeling of any Improvements on a Lot (or Lots).

This includes, but is not limited to, the following development and related activities:

- Any sitework, grading, building construction, structure placement, painting, or other site modification anywhere within the Pine Forest Subdivision, including open space and trail areas.
- Any renovation, expansion and/or changes to the exterior of an existing structure.
- Any landscape or site modifications to a Lot or to any other area within Pine Forest.
- Any changes to the natural landscape, including the clearing of native vegetation and/or removal of live standing trees, anywhere within Pine Forest.
- Preservation of Property values within Pine Forest including Lot maintenance.

Assessments

Assessments shall mean all assessments imposed by the Pine Forest Property Owners Association under this Declaration.

Association

Association shall mean and refer to Pine Forest Property Owners Association, Inc., a Texas Non-Profit Corporation.

Board

Board shall mean the Board of Directors of the Pine Forest Property Owners Association.

Commercial Vehicle

Commercial means involving or relating to the buying and selling of goods or services. A vehicle can be considered commercial if it is tagged, carries a title or is registered as such. The ACC considers a vehicle commercial when it is larger than a Residential-type vehicle and/or has been retrofitted either by a dealer or Owner to carry equipment or goods. Examples of commercial vehicles include but are not limited to fleet vehicles, tow trucks, school buses, buses or other oversized vehicles used for business purposes, i.e., the sale of goods or services or to transport paying customers.

Improvement

Improvement shall mean all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including but not limited to: Sheds, residential homes, outbuildings, solar energy devices, rainwater collection systems, patios, tennis courts, sport courts, recreational equipment and facilities, swimming pools, putting greens, garages, driveways, parking areas, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, signs and flags, poles, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, pumps, wells, propane tanks, reservoirs, pipes, lines, meters (and other facilities used in connection with water), antenna towers, satellite dishes*, sewer and septic systems, gas, electric, telephone, regular or cable television and/or other utilities.

****Satellite dishes one meter (40 inches) or less in diameter are permitted; however, you are required to comply with the rules regarding installation and placement. These Rules and Regulations may be modified by the ACC from time to time. Please contact the ACC for the current rules regarding installation and placement.***

Lot

Lot shall mean and refer to those certain plots of land shown on the plat and Subdivision map of Pine Forest, Phase III, Units 7 through 12 recorded in the Map Records of Bastrop County, Texas, and any additional Lots subsequently platted; however, the term Lot shall not include the common area, nor any reserve shown on said map or plat. Each Lot shall equate to one vote in all matters requiring a vote of Owners.

Manufactured Home

Manufactured Home shall mean a residence that is manufactured or purchased off-site from a manufacturer or dealer, moved to the Lot, wheels removed (if applicable), anchored in place, and connected to a permanent exterior septic system, water (Aqua Water/well), and electrical connections. Manufactured Homes include mobile, prefabricated, container and modular homes.

Owner

Owner shall mean and refer to the owner or owners of record of the fee simple title to any Lot or Reserve. Each Owner shall be a member of the Association.

Permit

Permit shall mean a single-use approval issued by the ACC following a review of the plans for new construction or Improvements to a Lot within the Subdivision to ensure conformity with the building restrictions as contained herein. All Permits are issued for a fixed term with the opportunity for extension with the approval by the ACC.

Property

Property shall mean and refer to that certain real Property shown on the plat and Subdivision map of Pine Forest, Phase III, Units 7 through 12 recorded in the Map Records of Bastrop County, Texas, and attached hereto and incorporated herein by reference, subject to such additions thereto and deletions therefrom as may be made pursuant to this Declaration.

Recreational Vehicles

Recreational Vehicles (RVs) are typically motorhomes designed as temporary living quarters for recreational camping or travel use having either its own power or designed to be mounted on or drawn by a motor vehicle. For these purposes, other recreational vehicles include all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), golf carts, campervans, caravans, fifth-wheel trailers, popup campers and truck campers.

Resident

Resident refers to the Owner or tenant of a Single-Family (and Secondary Residence if applicable).

Secondary Residence

Secondary Residence shall refer to a second qualifying structure located on the same Property as a Single-Family Residence.

Shed

A Shed is a single-storied building built used for storage with one or more sides unenclosed. (For these purposes, structures built to protect utilities from the elements are not considered Sheds.)

Single-Family Residence

Single-Family Residence (also referred to as "Residence") shall mean a qualifying structure with the principal purpose of housing a single family. Lots may contain multiple approved structures that serve various purposes, but each Lot with structures must contain an approved Single-Family Residence.

Subdivision

Subdivision shall mean and include all the area of Bastrop County designated as Pine Forest, Units 7 through 12.

DESCRIPTIONS	
Declaration (Recorded)	Creates obligations that are binding upon the Association and all present and future Owners of Property.
Certificate of Formation (Recorded)	Establishes the Association as a Texas nonprofit corporation.
Bylaws (Recorded)	Governs the Association’s internal affairs, such as elections, meetings, etc.
Rules and Regulations (if Adopted, Recorded)	Regulates the use of Property, activities, and conduct within the Property or the Common Area.
Board Resolutions (Adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Property, Owners and Association.

**ARTICLE 1
RESTRICTIONS**

1.01 ACC Permits

- a. All current and future Lots within the Subdivision are subject to the current and future laws of the federal, State of Texas and local City of Bastrop and Bastrop County governments having jurisdiction over the Subdivision and can be enforced by the Board.
- b. All structures in Units 7-12 require a Permit for new construction and/or Improvements and for any additions and updates to existing properties.
- c. The ACC will approve and inspect all construction on Lots within the Subdivision. Construction and/or changes will begin only after the ACC has approved the construction and issued a Permit.
- d. At the time of the Permit application the Owner must place stakes on the Property positioned in a way that depicts the size and location of the new construction.
- e. ACC and Bastrop County Permits must be displayed during construction and be visible from the road.
- f. Construction of a Residence or other structure must be completed in a timely manner. The ACC will issue Permits for seven (7) months; however longer Permits will be allowed when justified in writing by the Property Owner. Extensions may be applied for if longer construction time is extended due to unusual circumstances.
- g. Construction hours are limited to 7am to 7pm Monday through Friday and 9am to 6pm Saturdays and Sundays.

NOTICE: The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the current Restrictions.

1.02 Single-Family Residential Use

- a. All Lots in the Subdivision shall be used for single-family Residential purposes or at the discretion of the Board for parks, recreational facilities or for other uses beneficial to the Subdivision.
- b. Lots shall be used solely for private Single-Family Residential Purposes with the following exceptions. No professional, business-related or commercial activity to which the general public is invited shall be conducted on any Lot; however, an Owner or Resident may conduct business activities within a Residence so long as:
 1. Such activity complies with all applicable law;
 2. The business activity is conducted without the employment of persons other than the Residents of the home constructed on the Lot or employees parking at the Lot/Residence;
 3. The existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot within the Pine Forest Subdivision (including vacant Lots);
 4. No noise or odor associated with the business activity may be detected from outside the Residence;
 5. The business activity does not involve door-to-door solicitation of Residents;
 6. The business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic, or the number of vehicles parked within the Property which is noticeably greater than that which is typical of Residences in which no business activity is conducted;
 7. The business activity is consistent with the Residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Property as may be determined in the ACC's sole discretion.
- c. No activities may be conducted on or within the Property that might be unsafe or hazardous to any person or Property.

1.03 Easements, Setbacks, Offsets and Right-of-ways

- a. Utility easements of 10 feet (10') adjacent to the front, rear, and side Property lines are reserved. Bastrop County must approve driveway entry points.
- b. No Improvements shall be constructed within sixty feet (60') of the front Property line (except ornamental fencing and gates), with an absolute minimum of forty feet (40'). Any structures placed within forty feet (40') from the Property line must be removed at the Owner's expense.
- c. No Improvements shall be constructed within forty feet (40') of the side Property line (except ornamental fencing and gates) adjacent to a street.
- d. No Improvements shall be constructed within 10 feet (10') of the rear Property line or fifteen feet (15') of the side Property line (except fencing).

e. The streets and roads shown on said recorded plats are dedicated to the use of the public and will not be used for private purposes, other than for a mailbox. (Contact the U.S. Post Office regarding current rules for placement of a mailbox.)

1.04 Utilities, Utility Structures and Septic Systems

- a. Natural gas is not currently supplied to the Subdivision.
- b. Propane is allowed, but tanks and other facilities must be buried or located behind the front corner of the Single-Family Residence.
- d. All Residences and Secondary Residences must be properly connected to a City of Bastrop/Bastrop County approved septic/waste system before occupancy. Septic systems must be constructed with Bastrop County approval and within the Lot in conformity with all easements, setbacks, offsets and right of ways as noted in 1.03.
- e. Each Single-Family Residence may place a utility structure to cover and protect wells, propane gas tanks and water filtering devices but such structures require a Permit from the ACC.
- f. The utility structure must be limited to a single story and the height of the building is limited to the same height as the first story of the Residence. Utility structures may not be used for storage.
- g. Utility structure construction materials and color be complementary to the Residence.

1.05 Solar Energy Devices

- a. All installations of solar energy devices of any type must have a Permit from the ACC.
- b. In accordance with Texas Property Code 202.010 and 202.011, an Owner may install solar energy devices if he/she follows the guidelines below.
 - 1. Solar energy devices shall be permitted only on Property owned by the Owner or over which the Owner has exclusive control.
 - 2. No such devices may be installed on an Owner's Property other than on the roof of the Single-Family Residence, the roof of another structure on the Lot, in the fenced yard or on the patio with the placement approved with a Permit from the ACC.
 - 3. If a device is mounted on the roof of the Residence, it may not extend higher than or beyond the roofline with its location approved with a Permit from the ACC. The device must conform to the slope of the roof and have a top edge that is parallel to the roofline.
 - 4. The frames, support brackets and visible piping or wiring must be in a silver, black or bronze tone commonly available in the marketplace.
 - 5. If the device is placed in a fenced yard or on a patio, the device may not be taller than the fence line.

1.06 Rainwater Collection Systems

- a. All installations of rainwater collection systems of any type must have a Permit from the ACC.

b. In accordance with Texas Property Code 202.007, an Owner may install a rainwater collection system if he/she follows the guidelines below.

1. Water harvesting devices shall be permitted only on Property owned by the Owner or over which the Owner has exclusive control.
2. No rainwater harvesting device, storage container, related plumbing device, or appurtenances thereto shall be allowed or located other than within a fenced yard or fenced patio or another location approved with a Permit from the ACC.
3. All such rainwater harvesting devices, storage containers, related plumbing devices, or appurtenances thereto shall be properly screened as to obscure view of the same from the adjoining Property and the street, and approved by the ACC.
4. Any rainwater harvesting devices, storage containers, related plumbing devices or appurtenances thereto, must be of a color that is consistent with or complementary to the color of the Residence.

1.07 Structure Size and Placement

a. All Improvements must have a Permit in place prior to initiation of work. The ACC has discretion involving any Improvements constructed on a Lot.

b. Residences in Units 7-11 must be site-built, a minimum size of 1,800 square feet that is heated/cooled with a maximum of 1,200 square feet on the ground floor of a multi-story structure excluding porches, garages and patios. A garage for at least two (2) cars is required.

1. On Lots of two (2) acres or more, a single smaller Secondary Residence with a maximum size of 1,200 square feet may be built in conjunction with the Residence or thereafter. A Secondary Residence must be located behind the Single-Family Residence.
2. This smaller Secondary Residence, if it is to be built on an adjacent Lot, shall not be built nor an ACC Permit issued until the two Lots, one of which is the adjacent Lot, have been combined, i.e., replatted, and filed with Bastrop County to become a single Lot.

c. Residences in Unit 12 may be a site-built home or a new manufactured residence such as a mobile or modular home and have a minimum size of 1,600 square feet that is heated/cooled. Residences in Unit 12 must have a carport or garage.

d. Manufactured Residences, such as mobile homes, must include skirting approved by the ACC.

1.08 Combining Lots within the Subdivision

a. Lots may be added, joined, severed, partitioned, recharacterized or any other procedure relating to Property within the Subdivision with the recommendation of the ACC, approval by the Board and as filed by Bastrop County.

b. Adjacent Lots owned by the same Owner may be combined, i.e., replatted, and filed as so with Bastrop County. Before a Single-Family Residence can be built on two Lots, the Lots must be replatted to serve as one Lot before a Permit will be issued by the ACC.

c. Two or more adjacent Lots may be combined, i.e., replatted, into one Lot at the discretion of the Owner through Bastrop County for building site purposes but will be counted as single Lots for the purposes of paying dues and Owner voting.

1.09 Clearing

a. Removal of dead tree limbs and shrubs such as yaupon is permitted and encouraged; however, the Owner must obtain a Permit before clearing a Lot.

b. The ACC must approve with a Permit the removal of any pines or oak trees including those which must be removed prior to any type of construction.

c. No pines or oak trees larger than six inches (6") in diameter may be removed without the express approval by the ACC.

d. Removal or selling of any soil or natural resources from a Lot is not allowed except that which is required to complete an approved construction for fire prevention or erosion control.

e. The natural flow of water, such as in a creek, cannot be altered at any time.

1.10 Debris Collection and Removal

a. No changes to topography and/or drainage can be made without ACC approval.

b. An enclosed container for trash, debris and discarded construction materials is required during all phases of construction or renovation.

c. Prior to beginning Residential construction, a portable restroom is required to be on the Property and must remain on the Property until construction is completed.

d. Clean up of all trash and unused building materials upon completion of any work is required.

e. Pushing soil, rocks or debris onto any neighboring Lots or ravines and/or storing debris, rubbish or waste on any Lots is prohibited.

f. The dumping of trash, debris or waste on any Lot is strictly prohibited.

g. Open cesspools are not allowed.

h. Trash and/or recycling containers or bins, as well as miscellaneous items not collected by trash pickup service cannot be left at the curb for more than 24 hours and cannot be in the street.

1.11 Burning

a. At no time may burning take place during a Burn Ban as designated by Bastrop County.

b. Open burning is prohibited except for Owner-attended burn barrels or fire pits constructed for the purpose. A water source must be available to prevent the spread of fire.

c. Burn piles are allowed only if approved by the local fire department and attended by the Owner with appropriate equipment and water source to prevent the spread of fire.

d. The burning of construction materials is not allowed.

NOTICE: The Owner takes full responsibility for any damages he or she may cause when burning. When burning, the Owner must be present at all times, must have a water source available and must fully extinguish the fire before leaving.

1.12 Materials

- a. Exterior siding, trim materials and fencing of a durable nature are required and should be of a color that complements the existing Residence as well as other Residences in the neighborhood.
- b. If the siding or trim is normally painted, then it must have two coats of paint.
- c. Materials as well as color choices are subject to ACC approval. Subtle, neutral earth tone colors are preferred. Painting a color which is not complementary to the other residences may result in the Owner or Resident having to repaint a Single-Family Residence and/or Secondary Structure in a more neutral color approved by the ACC.
- d. All the standards set forth in section 5.01 must be satisfied and a Permit obtained prior to initiating work.

1.13 Garages and Carports

- a. Each Single-Family Residence in Units 7-11 must have a garage to accommodate a minimum of two (2) vehicles.
 - 1. Garages located next to or on the side of the Single-Family Residence must be site built with a concrete foundation.
 - 2. The area of the garage facing the street must match the Single-Family Residence and be constructed of the same materials.
- b. Each Single-Family Residence in Unit 12 must have a carport.

1.14 Sheds

- a. Each Single-Family Residence may have up to two (2) Sheds on a Lot.
- b. Sheds may not be inhabited.
- c. Sheds may be no larger than fifty percent (50%) of the footprint of the Single-Family Residence, no taller than the Residence, and must be located behind the Single-Family Residence.
- d. Sheds must complement the Residence in appearance.
- e. Structures built or placed to protect utilities from the elements are not considered Sheds.

1.15 Driveways

- a. Each Lot with a Residence shall have a permanent designated driveway made of durable surface material, and if permeable, must be retained by an approved border on both sides.
- b. A driveway must be fifteen feet (15') from the side Property line.
- c. If necessary, a concrete apron and culvert must be placed which meets requirements as per the Permit issued by Bastrop County.

1.16 Fencing

- a. All fencing requires a Permit before placement.
- b. Both ornamental and security fencing is allowed.
- c. Privacy fencing at least four feet (4') tall and not exceeding six feet (6') in height may be erected around the Property behind a Single-Family Residence but cannot extend to the front.
- d. Properties with swimming pools or water features must have a non-climb, i.e., difficult to scale, fence at least four feet (4') tall but not more than six feet (6'), with no gaps exceeding four inches (4") and not more than four inches (4") above the ground. The fence may be erected around the pool or Property behind a Single-Family Residence but cannot extend to the front.

1.17 Pools and Water Features

- a. All pool and water feature installations, including but not limited to man-made ponds and fountains, must be approved, in advance, by the ACC and at a minimum follow all current local and Texas laws.
- b. In-ground pools as well as above-ground pools and water features must be within a fenced area or lawn and must be located behind a Single-Family Residence. The fence must be non-climb, i.e., difficult to scale, and at least four feet (4') tall but not more than six feet (6'), with no gaps exceeding four inches (4") and not more than four inches (4") above the ground. The fence may be erected around the pool or Property behind a Single-Family Residence but cannot extend to the front.
- c. Unoccupied or abandoned swimming pools and water features must have a non-climb, i.e., difficult to scale, fence around the pool or water feature with a latched or locked gate with no gaps exceeding four inches (4") between posts and be no more than four inches (4") above the ground.
- d. Unoccupied or abandoned swimming pools and water features must have a cover that cannot be removed by a child.
- e. Unoccupied or abandoned swimming pools and water features must be drilled for drainage and properly filled with material approved by the ACC.
- f. Pre-existing and authorized well pumps must be enclosed with materials approved by the ACC.

1.18 Displays

Signs

- a. No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the ACC with the following exceptions:
 1. One (1) temporary sign, such as “For Sale” or “Garage Sale” advertising may be posted on the Lot. The sign must be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, mounted on a single or frame post.
 2. The overall height of the sign from the finished grade of the Lot at the spot where the sign is located may not exceed four feet (4').
 3. The sign must be removed within two (2) business days following the event.
- b. As per Section 202.009 of the Texas Property Code, one political sign may be erected per candidate, ballot item or event if it:
 1. Is erected no earlier than the ninetieth (90th) day before the date of the election or event to which the sign relates and removed no later than the tenth (10th) day following the election or event to which the sign relates;
 2. Is ground mounted;
 3. Does not include political commentary;
 4. Does not involve special lighting or the construction of temporary structures.
- c. Small celebratory signs, such as for sports or school graduation, are allowed.

Advertising

- a. No advertising displays are allowed except Board-approved signs promoting or identifying the Subdivision; however, the contractor for approved construction may erect a small sign until construction is complete.
- b. Sale solicitation signs of any type are not allowed.

Flags

- a. Flags can only be displayed from Lots and structures owned by the Owner.
- b. An American Flag may be displayed in accordance with United States Code, Sections 5-10.
- c. A Texas Flag may be displayed in accordance with Chapter 3100, Texas Government Code.
- d. Flags requiring a Permit include any flag(s) requiring a freestanding flagpole, or a flag that is lighted.

1.19 Pets, Livestock and Other Animals

- a. Domestic household pets not raised for personal consumption or commercial purposes and maintained on the Owner’s Property are allowed.
- b. Only a reasonable number of personal pets may be kept by an Owner and only in a manner that does not present a risk, threat or nuisance, including excessive noise or odors, to the public and/or other Owners. The ACC shall be empowered to determine such reasonable standards.
- c. Medically approved service animals are allowed.

d. Livestock raised for any purpose is not allowed. No animals including pigs, hogs, peacocks, guinea hens, cattle, sheep, goats, exotic snakes, monkeys or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on or within the Property except as specifically authorized herein.

The ACC may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words.

e. All pets must be confined to the Owner's Property unless confined to a leash.

f. At no time shall pets be tied outside the Residence.

g. All animal protective or containment structures must be behind the Residence and must be approved by the ACC with a Permit prior to construction.

h. One (1) horse, not raised for commercial purposes, is allowed on Lots of three acres or more with one additional horse per each additional acre (e.g., two horses on a four-acre Lot or three horses on a five-acre Lot) with a maximum number of six (6) horses.

i. Horses must have an adequate structure to protect them from the elements. The ACC must approve the placement and structure with a Permit prior to construction.

j. Chickens are limited to six (6) per residence and must be confined and have protection from the elements. The ACC must approve placement and construction of chicken-coops and other structures for this purpose prior to construction. Roosters are not allowed.

k. No commercial kennels or breeding of animals is allowed.

l. Animals kept within enclosed areas must be clean, reasonably sanitary and free of refuse, insects and waste.

m. Hunting is not allowed.

1.20 Vehicles

a. All vehicles must be operational and parked along a driveway (i.e., not on the front lawn), or housed in a garage or carport, other than those stored behind the Single-Family Residence.

b. If stored, a vehicle must be protected from the elements with a cover. No more than two (2) vehicles may be stored.

c. Recreational Vehicles including but not limited to RVs, ATVs, UTVs and boats must be stored on a Lot to the rear of the Residence or in a garage.

d. No vehicles, including Recreational Vehicles, may be parked or placed on a Lot without a Single-Family Residence without an approved Permit from the ACC.

e. No Recreational Vehicles (RVs) may be parked in front of a Residence, except:

1. When packing/unpacking in preparation for, or following, a trip, but no longer than five (5) days;

2. If the Owner or Resident has obtained a Permit from the ACC to do so. The ACC may issue a Permit allowing an RV to be parked and/or inhabited on a Lot or along driveway in front of a Residence for more than five (5) days, during the construction of a residence,

or during extended visits by friends and family according to the conditions specified by the ACC in the Permit.

- f. Commercial Vehicles are not allowed.
- g. Powered or unpowered vehicles (or horses) may not in any way disrupt the flow of traffic, be contrary to traffic laws or create excessive noise.
- h. No overnight parking of any vehicles, boats, trailers, etc. on a public street or roadway, including cul-de-sacs, is allowed.
- i. At no time are Recreational Vehicles, including but not limited to ATVs and UTVs, allowed to enter the undeveloped area of Unit 6. To do so may result in prosecution for trespassing.

1.21 Recreational Equipment

- a. Recreational apparatus, facilities and/or equipment are not allowed between the front of a Single-Family Residence and street to include but not limited to Playscapes, swing sets, play houses, tree houses, trampolines, slides, above ground pools and/or small swimming pools.
- b. Recreational apparatus, facilities and/or equipment, if permanent, must be located behind a Residence and require a Permit issued by the ACC.
- c. No recreational equipment or structures of any type can be built, installed or placed on a Lot without a Single-Family Residence.

1.22 Residential Property Rentals

- a. An entire Residence may be rented to Single Family Residents under a written lease.
- b. The Owner must provide to his/her lessee a copy of the current CCRs and is ultimately responsible for the lessees' adherence to them.
- c. Renters and Lessees shall maintain the Property to the same standards as Owners.

1.23 Noise and Offensive Odors

- a. No noise or other nuisance shall be allowed to exist or operate upon any portion of the Property that is determined by the ACC to be offensive or detrimental to any other portion of the Property or to its Residents.
- b. Pine Forest "quiet time" is 10pm to 6am, meaning Residents are asked not to create loud noise (that which can be overheard by neighbors) with music, machinery, etc. during this timeframe.
- c. Activities that generate obnoxious or offensive odors are prohibited.
- d. The discharge of firearms, explosives or fireworks within the Subdivision is prohibited.

ARTICLE 2
ASSESSMENTS AND LIENS

2.01 Determination of Assessments

- a. Each Lot in shall be subject to Assessments to be paid to the Association for the purposes of providing funds for the uses specified herein. The dollar amount of Assessments shall be determined by the Board.
- b. The Assessments may be changed by the Board at its discretion, if it is deemed necessary and expedient, to assure the continuance of the services provided and specified herein.
- c. The Board may adopt a Special Assessment for any purpose listed herein. Such Special Assessment shall be apportioned to all Lots in the Subdivision equally, or if such Assessment is requested only by Owners in a particular area of the Subdivision such that not all Lots will benefit from such Assessments, apportioned equally to all Lots that shall benefit from the assessment.
- d. Any such Special Assessment must be approved by sixty percent (60%) of the votes cast in person or by proxy by the Owners to be assessed in an election called for such purpose by the Board.

2.02 Statements of Assessments

- a. As soon as practicable at or prior to the beginning of each year, the Lot Owners shall receive a statement of Assessments due.
- b. Unless each Owner shall have paid said Assessments by the date(s) established by the Board, the same shall be deemed delinquent and shall bear interest at the maximum rate per annum that the law allows until paid.

2.03 Failure to Pay Assessments

- a. If the Owner of any Lot subject to the Assessments or any Special Assessment Charge shall fail to pay the Assessments by the date due, the Board shall have the right to enforce the Vendor's Lien which is hereby imposed in its favor, to the same extent, including a foreclosure sale and deficiency judgment and subject to the same procedures as in the case of deeds of trust under the applicable law. The amount due by such Owner shall include the past due Annual and Special Assessment charges, the cost of any collection or enforcement proceedings, including a reasonable attorney's fee, and interest at the maximum rate allowed by law until paid.
- b. The Board shall have the right to adopt procedures for the purpose of billing for and collection of the Annual and Special Assessments, provided that the same are not inconsistent with the provisions hereof.

c. Upon written demand by any Lot Owner, the Board shall within a reasonable period of time issue and furnish to such Lot Owner a written certificate stating that all Annual and Special Assessments (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all Assessments have not been paid, setting forth the amount of Assessments (including interest and costs, if any) due and payable as of such date. The Board may make a reasonable charge for the issuance of such certificate, which must be paid at the time the request for such certificate is made.

d. Any such certificate, when duly issued as herein provided, shall be conclusive and binding regarding any matter therein stated as between the Board and any bona fide purchaser of, or lender on, the Lot in question.

Yes, the Association CAN foreclose on your Lot!

If you fail to pay Assessments to the Association, you may lose title to your Lot if the Association forecloses its Assessment lien.

2.04 Imposition of Assessment upon Property

a. The Assessments herein imposed shall be and remain a first charge against and a continued first vendor's lien against the land herein conveyed until paid, and shall bind and burden such land; however, the lien of the various Assessments provided for herein shall be subordinate to the lien of any purchase money mortgage.

b. The lien for Assessments herein shall be and remain subordinate to an "equity withdrawal" refinance, second mortgage or home equity loan only if the total indebtedness (including the equity withdrawal amount) secured by the Lot is 90 percent (90%) or less than the market value of such lot determined by an independent appraisal upon which such refinance, second mortgage or home equity loan is based.

c. The subordination described herein shall apply only to the Assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to the decree of foreclosure, or any other proceedings in lieu of foreclosures, and the lien for such charges shall survive such foreclosure free of subordination, except in the case of a foreclosure by government for taxes, a foreclosure by the Association, a foreclosure in which proceeds from the foreclosure sale or subsequent resale by a purchasing secured lender are insufficient to cover all indebtedness to which such Assessments are subordinated under the above provisions of this section, or until paid in full by the purchaser of the Lot following foreclosure.

d. In addition to taking subject to the charge and the lien imposed herein, a new Owner of each Lot prior to the acceptance of a deed thereof, whether it shall be expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each charge against such Lot in each year during any part of which such Owner holds title to such Lot.

**ARTICLE 3
USE OF FUNDS**

3.01. Application of Funds

a. The Board shall apply all funds received by the Association for the benefit of the lands lying within the Subdivision in the following manner:

1. The payment of all principal and interest, when due, on all amounts owed by the Association.
2. The cost and expenses of the Association.
3. For the benefit of the Subdivision, by devoting the same to the lease, acquisition, engineering, design, legal representation, permitting, construction, reconstruction, conduct, alteration, enlargement, laying, renewing, placement, repair, maintenance, operation and subsidizing of such of the following as the Board in its sole discretion may from time to time establish or provide, including but not limited to the following:
 - a. Any and all projects, sources, facilities, studies, programs, systems and properties relating to recreational facilities or community services;
 - b. Drainage systems;
 - c. Trees, landscaping, walkways, walking trails, fountains, benches, shelters, directional and information signs, and/or lighting facilities;
 - d. The collection, treatment and disposal of garbage, sewage and refuse;
 - e. Facilities including fire stations and associated equipment for the fighting and prevention of fires;
 - f. Other Improvements, facilities, services and communications as the Board may deem to be necessary or beneficial to the Subdivision.

3.02 Restrictions on Use of Funds

a. Assessments may **NOT** be levied, collected, charged or used for the purposes of paying any costs of the development of the Property, which is deemed to include the platting and/or subdividing of the Property; the construction of streets, roadways, curbs or gutters; utility infrastructure; or detention, filtration, water quality ponds and/or other related Improvements.

b. The Board shall not be obligated to spend in any calendar year any part of or all of the sums collected in such year by way of Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Board be obligated to apply any such surpluses to the reduction of the amount of Assessments in the succeeding year, but may carry forward from year to year such surpluses as the Board in its discretion may determine to be desirable for the greater financial security of the Association and to effectuate its purposes.

c. The Board shall be entitled to contract with any business or any other entity in order to carry the performance of the various functions of the Association hereunder.

**ARTICLE 4
COMMUNITY FACILITIES**

4.01 Use of Community Facilities

- a. Every Lot Owner, by reason of such ownership, shall have a right of enjoyment in and to all facilities provided by the Association subject to the terms hereof, and such right shall be appurtenant to and pass with every Lot transfer.
- b. The Board may adopt all such rights and privileges to promulgate by way of signs any rules and and/or regulations pertaining to the use of such facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents.

4.02 Fees

- a. The Board shall have the right to charge Owners and Residents admission and/or other fees in connection with the use or right to use any facility. Such other fees may include, but not necessarily be limited to monthly fees for the use or right to use such facilities. The Association shall have the right to borrow money for the purpose of improving any facility and in the aid thereof, to mortgage the same and the right of any such mortgagee shall be superior to the easements herein granted and assumed.
- b. The Board shall have the right to suspend the right of any Lot Owner (and the privilege of each Resident claiming through such Owner) for any period during which any fee provided for in this instrument remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions hereof.
- c. Notwithstanding the rights, easements and privileges granted under this Article 4, the Board shall nevertheless have the right and power to convey any Property referred to in Section 4.01 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

**ARTICLE 5
ARCHITECTURAL CONTROL**

5.01. Structures, Fencing, Walls and Other Improvements

- a. No structure and/or Improvements shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any Property in the Subdivision until the plans, specifications and plats showing the size, height, materials, colors and location has been approved with a Permit by the ACC.

5.02 ACC Authority

- a. The authority to grant or withhold approval regarding Improvements for which architectural approval is required is vested in the ACC, unless specifically delegated to the Board.
- b. Approval shall be granted or withheld based on:
 1. Matters of compliance with the provisions of this instrument;
 2. Quality of materials which must be equal or exceed the median standard for the Subdivision as determined by the ACC;
 3. Quality of construction which must equal or exceed the median standard for the Subdivision as determined by the ACC;
 4. Harmony of the external design with existing and proposed structures within the Lot and within the Subdivision;
 5. Location with respect to topography and finished grade elevation, and
 6. The granting of the aforesaid approval shall constitute only an expression of opinion of the ACC that the terms and provisions hereof shall be complied with if the building and/or other Improvements are erected in accordance with said plans and specifications and plat
 7. Approval by the ACC shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or other person in the event that such building and/or Improvements are not constructed in accordance with such plans and specifications and plat.
- c. NEITHER THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

5.03 Appeals of ACC actions

- a. An Owner may appeal an ACC denial of a Permit to the Board at any special or regularly scheduled meeting of the Board to occur not more than sixty (60) days following the denial.
- b. Appeals of ACC action(s) will be conducted in accordance with the Bylaws of the Association.

5.04 ACC Membership Requirements

- a. Requirements of membership in ACC are as follows. An ACC Committee Member must be:
 1. An Owner of Property in Pine Forest;
 2. Elected in accordance with provisions of the Bylaws of the Association;
 3. Able to perform the duties of the committee as directed by the Chair of the Committee.
- b. The term of office for each ACC member shall be four (4) years.

- c. The ACC will be composed of five (5) persons in accordance with the Bylaws, who will review applications for Improvements proposed to be made by any Owner.
- d. The ACC in place at the time this Declaration is approved will remain in place for the duration of each ACC member's term.
- e. Upon the expiration of an ACC member's term, the position will be filled in accordance with the Bylaws to replace the ACC member whose term has expired. In the event of resignation, the ACC member position will be filled in accordance with the Bylaws.

5.05 Duties of ACC Committee Members

- a. Duties of the ACC are as follows.
 - 1. Approve/disapprove Permit requests and Improvements to Lots;
 - 2. Visually inspect the Subdivision and issue violations for non-compliance with the CCRs;
 - 3. Publish and maintain Guidelines and Policies to be made available to all Owners; and
 - 4. Publish reports for the Board of Directors.
- b. Following the Association's Annual Owners' Meeting, the ACC shall elect a Chairperson.
- c. In the event an Owner of any Lot shall fail to comply with an issued Permit or fail to maintain the premises and Improvements situated thereon in a neat and orderly manner, the ACC shall notify in writing one or more of the Owners of the violation. Continued failure to correct the violation after notification will be reported to the Board to take whatever additional action may be required including, where appropriate, entry by agents or contractors onto the Lot to cure the violation.
- d. If any Lot Owner in this Subdivision shall violate or attempt to violate any of the covenants or restrictions herein contained, then the Board or any other Owner in the Subdivision shall have the right to prosecute any proceedings, at law or in equity, against any such person violating or attempting to violate any of the CCRs and prevent such person or persons from so doing by prohibitive or mandatory injunction and/or recover damages and expenses (including reasonable attorney's fees) for such violation.
- e. Any Owner who knowingly or negligently begins construction without a Permit, or in violation of plans upon which the Permit is based, shall, upon receipt of notice from the ACC, halt construction and tear down any construction that cannot be made to conform to the Permit or to the requirement of a new Permit.
- f. The commencement of construction without a Permit or in violation of a Permit shall constitute consent to any demand by the Board to require halting and tearing down non-permitted construction.

In addition to the remedies set forth above, the Association may impose reasonable fines and penalties as established by the Board.

g. In addition to the remedies set forth above, the Board may in its discretion levy reasonable fines and penalties not to exceed \$1,000 per violation, or for each thirty (30) day period, after notice has been given, an additional fine for a continuing or repeated violation, in which fines and penalties shall be a lien upon the Property until paid in accordance with the provisions of Article 2 above.

ARTICLE 6 VIOLATIONS

6.01 Violation Notice

- a. The ACC will follow the guidelines set forth by the ACC handbook in notifying Owners of any violations and in levying fines.
- b. Before levying a fine, the ACC will give the Owner a written violation notice and an opportunity to correct the violation, with the exception of clearing and construction without a Permit.

6.02 Violation Hearing

- a. An Owner may request in writing a hearing before the Board to contest the fine.
- b. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner(s) to attend.

ARTICLE 7 MISCELLANEOUS

7.01 Change of Conditions

No change of CCRs or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration except as set forth herein.

7.02 Court Rulings

The determination of any court that any provision of this Declaration cannot be enforced or is void shall not affect the validity of any of the other provisions hereof.

7.03 Association Empowerment

- a. The Association shall be empowered to assign its rights here under to any successor nonprofit membership corporation (hereinafter referred to as Successor Corporation) and, upon such assignment the Successor Corporation shall have the rights and be subject to all the duties of the Association hereunder and shall be deemed to have agreed to be bound by all the provisions hereof, to the same extent as if the Successor Corporation had been an original party.

b. If for any reason the Association shall cease to exist without having first assigned its rights hereunder, the CCRs, easements, Assessments and liens imposed hereunder shall nevertheless continue, and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a nonprofit membership corporation and assigning the rights of the Association hereunder with the same force and effect, and subject to the same conditions as provided in this Section with respect to an assignment and delegation by the Association to a Successor Corporation.

c. Any or all the CCRs herein may be annulled, amended or modified at any time by the Board, other than changes to Article 1 and Article 5 which may be made only with the advice and consent of the ACC.

d. Any proposed changes must be ratified by Owners of at least one third (1/3) of the Lots in the Subdivision, or, if the Board calls a meeting for such purpose, ratified by sixty percent (60%) of the votes of Owners attending in person or by proxy.

e. All Lot Owners shall be given not less than thirty (30) days' notice in writing of any proposed amendment or change before it is to be voted upon and adopted.

f. All titles or heading of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof.

All references to a singular term shall include the plural where applicable.

g. The CCRs of the Declaration shall take effect on the date of ratification and shall not have retroactive application to homes or Improvements that were completed or granted Permits by the ACC prior to such date.

h. The CCRs of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Owner of any Lot subject to this Declaration, and his or her respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said CCRs shall be automatically extended for successive periods of ten (10) years.

i. Failure to enforce any CCRs herein contained shall in no event be deemed a waiver of the right for the ACC and/or Board to do so at a later date.

EXECUTED to be effective on this date this instrument is recorded.

By: _____

Robert Rosso, PINE FOREST PROPERTY OWNERS ASSOCIATION PRESIDENT

Printed Name: _____

Title: _____

By: _____

Ronda Skube, PINE FOREST ACC CHAIRPERSON

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this _____ day of _____

by _____

on behalf of said corporation.

SEAL

Notary Public Signature