

PART A. AREA OF APPLICATION

1. **FULLY-PROTECTED RESIDENTIAL AREA.** The hereby deed restrictions are for the area on the map and Lots identified in the plat records in Plat Book 11, Page 35 of the Plat Records of Travis County, Texas which identifies the Travis Landing Subdivision. The Residential Area Covenants in Part C and Architectural Building and Land Use Covenants in Part E shall apply to Lots 1 through 17 in Block A, Lots 1 through 2 in Block B, Lots 1 through 21 in Block C, Lots 1 through 37 in Block D, Lots 1 through 18 in Block E, Lots 1 through 9 in Block F, Lots 1 through 5 in Block G, Lots 1 through 16 in Block H, Lots 1 through 36 in Block I, Lots 1 through 27 in Block J, Lots 1 through 4 in Block K of Travis Landing Subdivision. The Maintenance Fee Assessment Covenant and related provisions in Part B shall apply to all Lots in Travis Landing Subdivision, with the exception of Lots C22 and C23, which is identified on plat records as “reserved lake frontage for property owners of Travis Landing Subdivision”.
2. **LOTS C22 AND C23.** In the Travis Landing Subdivision, Lots C22 and C23 are reserved for subdivision property owners and otherwise known as common areas. The usage and maintenance of Lots C22 and C23 are governed by the Park Rules and Regulations enacted, accompanied, and set forth by the Travis Landing Property Owners By-laws, enforced by the Travis Landing Property Owners Association and will be adhered to by all property owners within Travis Landing Subdivision.
3. **PRIVATE DOCKS.** There shall be no private docks on Lots C22 and C23 of the Travis Landing Subdivision.
4. **BUSINESS AREA.** There shall be no Lots designated in Travis Landing Subdivision for business, commercial or professional purposes. In addition, no Lot or Lots shall be bought for the purpose of gaining access to a business either commercial or professional that is located outside the Travis Landing Subdivision.
5. **RENTAL PROPERTY.** Tenants of any rental property within Travis Landing Subdivision will be held accountable for abiding by all covenants contained within the deed restrictions.

PART B. PROPERTY OWNERS ASSOCIATION

1. **TRAVIS LANDING PROPERTY OWNERS, INC.** The subscribing parties to this declaration and previous Lot owners of Travis Landing Subdivision have voluntarily associated themselves by forming a nonprofit property owners association. The Travis Landing Property Owners Association filed on July 2, 1981 for its nonprofit corporation status. The Association of Travis Landing Property Owners was formed for the purpose of protecting Travis Landing Subdivision property owner’s rights, to maintain and improve the appearance of Travis Landing Subdivision, maintain and improve the common areas, and to create rules and regulations regarding the maintenance and use of its common areas. By their signatures hereto, the property owners hereby ratify and adopt the Travis Landing Property Owners Association and its articles and by-laws as their representative to enforce the covenants as herein provided.
2. **MAINTENANCE FEE ASSESSMENT AMOUNT.** The property owners shall meet annually in May, in accordance with the by-laws of the Travis Landing Property Owners Association, to set the maintenance fee amount to be assessed. Such maintenance fee assessments must be fixed uniformly for all Lots and each Lot, with the exception of Lots C22 and C23. Each Lot within the Travis Landing Subdivision shall be assessed the annual maintenance fee with no otherwise stated exception either expressed or implied. Each property owner of Travis Landing Subdivision shall be required to pay the annual maintenance fee with no otherwise stated exception either expressed or implied. Maintenance fee assessments shall not be fixed at less than seventy-seven dollars and eighty-three cents (\$77.83) per Lot and shall not be increased by more than a rate of ten percent (10%) over the previous year’s assessment. Written notice of the

annual maintenance fee assessment shall be sent to every property owner of Travis Landing Subdivision immediately following the annual meeting and payment thereof shall be due ninety (90) days from the annual meeting date.

3. **NOTICE AND QUORUM FOR MAINTENANCE FEE ASSESSMENT MEETING.** Written notice of the annual meeting shall be sent to all the property owners of Travis Landing Subdivision in accordance with the by-laws of the Travis Landing Property Owners Association and shall be sent at least ten (10) days before the meeting. For an annual meeting to be conducted, a quorum of at least twenty percent (20%) of the one hundred ninety-two (192) Lots of Travis Landing Subdivision must be represented either in person or by proxy. A majority vote of the property owners present, whether in person or by proxy, shall be required to approve and set the assessment amount. The property owners shall have one vote per Lot owned within the Travis Landing Subdivision.
4. **PURPOSE OF MAINTENANCE FEE ASSESSMENTS.** The maintenance fee assessments levied by the Travis Landing Property Owners Association on its property owners shall be used exclusively by the Travis Landing Property Owners Association and its representatives to promote the recreation, health, safety, and benefits of the property owners; to improve and to maintain the common areas; and to pay for the operating expenses of the Travis Landing Property Owners Association and Travis Landing Subdivision.
5. **MAINTENANCE FEE ASSESSMENT AND CREATION OF LIEN.** The subscribing parties, being all of the property owners of all of the Lots in Travis Landing Subdivision, hereby covenant, and each owner of any Lot by acceptance of any deed, whether or not it is expressed in the deed, is deemed to covenant and agree to pay to the Travis Landing Property Owners Association and its representatives an annual maintenance fee assessment as hereinafter provided regardless of time of possession or period of ownership of a Lot or Lots within the Travis Landing Subdivision. Failure on the part of any property owner of any Lot within the Travis Landing Subdivision to pay the annual maintenance fee shall result in the Travis Landing Property Owners Association filing a lien upon said property owner and Lot or Lots for which the annual maintenance fee was not paid. The annual maintenance fee assessment, together with mandatory late fees, costs, and reasonable attorney's fees shall run with the land and be a charge and a continuing lien upon the property assessed against each Lot in Travis Landing Subdivision. Each assessment together with mandatory late fees, costs, and reasonable attorney's fees shall also be the personal obligation of the said property owner identified on the lien.

Maintenance fee assessments are established at the annual meeting as set forth in the Travis Landing Property Owners Association By-laws. Notice of the maintenance fee assessment is mailed to each property owner within the Travis Landing Subdivision following the annual meeting. These fees are due within a reasonable timeframe of ninety (90) days from the annual meeting date. Maintenance fee assessments not paid by any Travis Landing Subdivision property owner within the subject timeframe of ninety (90) days from the date of the annual meeting shall incur a mandatory late fee of one-hundred percent (100%) of amount due in addition to the maintenance fee assessment owed. The Travis Landing Property Owners Association shall file a lien against the property owner personally and/or to foreclose, either judicially or non-judicially, a lien against the property for which required maintenance assessment fee or fees and mandatory late fee or fees are owed past, present or future. Such liens shall be filed one (1) year after the due date. No property owner of any Lot within the Travis Landing Subdivision is exempt from paying the annual maintenance fee assessment, regardless of the owner's use or nonuse of the Lot within the Travis Landing Subdivision or of the owner's use or nonuse of the common areas of the Travis Landing Subdivision. No owner of any Lot within the Travis Landing Subdivision is exempt from paying the annual maintenance fee assessment and mandatory late fee if payment of said maintenance fee assessment is not paid within the ninety (90) day timeframe regardless of the owner's use or nonuse of any Lot or of the common areas within the Travis Landing Subdivision. The sale or transfer of any Lot within

the Travis Landing Subdivision by any property owner shall not affect the maintenance fee assessment lien and any and/or all such liens shall run congruent with the property.

PART C. RESIDENTIAL AREA COVENANTS

1. **NUISANCES.** No noxious or offensive activity shall be allowed upon any Lot within the Travis Landing Subdivision that is or may become an annoyance or nuisance to the subdivision. No trash, debris, working or non-working appliances, junk vehicles, abandoned vehicles or heavy construction vehicles and/or equipment of any type may be kept on any Lot within Travis Landing Subdivision. Any activity or behavior found to violate local, city, county, state or federal regulations shall be dealt with in accordance with the remedies allowed under the law.
2. **TEMPORARY STRUCTURES.** No structure of a temporary character, including but not limited to, a mobile home, motor home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot within the Travis Landing Subdivision at any time as a residence being either temporary or permanent.
3. **SIGNS.** No signs of any kind shall be displayed in public view on any Lot within the Travis Landing Subdivision with the following exceptions: one sign of not more than five square feet advertising the property for sale or rent; a sign used by a builder to advertise the property during construction and sales period of the property; a political candidate and/or ballot item signage. Sign postage and use thereof pertaining to political candidate and/or ballot items must adhere and be pursuant to Texas State Law.
4. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot within the Travis Landing Subdivision nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot within the Travis Landing Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected maintained or permitted upon any Lot within the Travis Landing Subdivision.
5. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within Travis Landing Subdivision, except for dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purposes.
6. **GARBAGE AND REFUSE DISPOSAL.** No Lot within Travis Landing Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such waste shall not be kept except in sanitary containers. All equipment for the storage of such waste material shall be kept in a clean and sanitary condition. No burning of rubbish, trash, garbage or other waste, other than cooking fires, shall be permitted in the common areas. The Travis Landing Property Owners Association may from time to time conduct a burn day in the common areas in which the Travis Landing Property Owners Association will burn trimmings from common area cleanups and tree maintenance. These burn days shall be by Travis Landing Property Owners Association directive only. All refuse resulting from construction or Lot maintenance must be disposed of properly from each Lot.
7. **RESIDENTIAL PURPOSES.** All Lots within Travis Landing Subdivision other than those Lots designated as common areas shall be used for residential purposes only. All Lots including common areas shall not be used for access to property outside of the Travis Landing Subdivision.
8. **PROPERTY TRANSFER FEE.** A one-hundred dollar (\$100) Property Transfer Fee shall be assessed by the Travis Landing Property Owners Association. This fee is assessed for any Lot sale or deed transfer and paid at the time of closing or deed transfer.

9. **NO REPLATTING.** No Lots within Travis Landing Subdivision shall be re-platted without the written consent of the Association.

PART D. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee (the "Committee") shall be composed for four (4) property owners selected by the Board of Directors of the Travis Landing Property Owners Association. The chairman of the Committee shall be selected by the Committee and shall serve until a successor is chosen. The Committee members shall serve until a Committee member resigns or is replaced by the Board of Directors of the Travis Landing Property Owners Association. Committee members shall not be entitled to any compensation for their services. The Committee shall enforce all Travis Landing Property Owners Subdivision Deed Restrictions herein except Part B pertaining to maintenance assessment fees, which shall be enforced by the Board of Directors of the Travis Landing Property Owners Association. The Committee shall also approve or disapprove all plans, specifications, and improvements as provided in Part E and any applicable addendum herein. In the event the Committee fails to approve or disapprove any plans, specifications or location of structures within thirty (30) days after said plans and specifications have been submitted to the Committee, and if no suit to enjoin the contemplated construction has been commenced prior to the completion of said construction, then the Committee's approval will not be required and this covenant will be deemed to have been fully complied with. Committee decisions may be appealed to the Board of Directors of the Travis Landing Property Owners Association. In addition, any building variance requests will be made through the Committee with final approval being granted only by the Board of Directors of the Travis Landing Property Owners Association. There will be no further review of any action of the Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee be subject to any suit by anyone for damages.

PART E. ARCHITECTURAL BUILDING COVENANTS AND LAND USE

1. **LAND USE AND BUILDING TYPE.** No Lot within the Travis Landing Subdivision shall have more than one (1) primary dwelling, one (1) detached garage building and one (1) detached storage building. Any dwelling erected on any Lot within the Travis Landing Subdivision shall be no greater than one story in height, except on those Lots that have a slope of eight percent (8%) or more from the highest point under the proposed dwelling to the lowest point under such dwelling, a garage or other rooms may be built under such dwelling; it being understood that at the highest point of the natural Lot under the dwelling foundation, the floor line shall be not more than two and one half (2 ½) feet above the ground, and further that the roof shall be no higher at any point than that over the one story portion of the dwelling.

The term "one story" as used herein shall be a height not to exceed eighteen (18) feet at the ridge line from the highest point of the natural Lot under the house foundation excluding the chimney(s). Notwithstanding the above, dwellings of two stories in height may be erected on Lots 1 through 14 in Block A, Lots 1 through 16 in Block H and Lots 18 through 36 in Block I. The term "two stories" as used herein shall be a height of not more than thirty-five (35) feet at the ridge line from the highest point of the natural Lot under the dwelling to the highest point of the dwelling foundation excluding the chimney(s). All residences erected shall be single family dwellings. All dwellings erected shall be masonry and the masonry shall extend from the base of the foundation to the living space. The combined area of exterior walls of the dwelling shall be a minimum of at least fifty percent (50%) masonry. Masonry is defined for these building requirements as rock, stone, brick or stucco.

1. A. LAND USE AND BUILDING TYPE FOR LOTS AFFECTED BY FLOOD PLAIN LEVEL CHANGES.

Any dwelling erected on a Lot affected by flood plain level changes shall be able to increase the rise of the Lot to any mandated flood plain level by the following methods:

- The rise can be earth in order to raise the floor level to meet all codes with regards to flood plain issues. The concrete foundation would be poured upon said earth. Part E Architectural Building Covenants and Land Use Section 1 Paragraph Two (2) in accordance with the construction of a “one story” dwelling which states the flood plain height shall not exceed sixteen (16) feet at the ridge line from highest point of the said concrete foundation would then be in effect.
- The rise can be concrete in order to raise the floor level to meet all codes with regards to flood plain issues. The foundation would then follow Part E Architectural Building Covenants and Land Use Section 1 Paragraph Two (2) the term “one story” as used herein under this option shall be a flood plain height that shall not exceed sixteen (16) feet at the ridge line from highest point of the said concrete foundation. The concrete used in the rise must be covered with either a) earth and landscaping up to one (1) foot of the floor line of the dwelling, or b) masonry to match the exterior of the dwelling.
- In Lots, that have a slope of eight percent (8%) or more from the highest point under the proposed dwelling to the lowest point under the dwelling, may choose to remove some earth to make room for a storage area under the proposed dwelling; which must meet code in the flood plain. The start of the dwelling base living floor plan would only be allowed the rise to meet the flood plain issue, and the dwelling would follow Part E Architectural Building Covenants and Land Use Section 1, Paragraph Two (2). The term “one story” as used herein under this option shall be a flood plain height that shall not exceed sixteen (16) feet at the ridge line from highest point of the said base floor foundation. The covering of the storage area will be masonry to match the exterior of the dwelling utilizing hydrostatic doors to meet regulatory guidelines on solid walls in a flood water environment – no lattice or fence type covering will be accepted.

Any “two-story” dwelling erected on an outside Lot affected by flood plain level changes shall be able to increase the rise of the Lot to any mandated flood plain level by the following methods (provided construction of the dwelling does not block any other property owner’s view, is eligible for two-story construction under the deed restrictions, and meets all local, state, and federal code and regulations which state their property must be raised out of the flood plain):

- The rise can be earth in order to raise the floor level to meet all codes with regards to flood plain issues. The concrete foundation would be poured upon said earth. Part E Architectural Building Covenants and Land Use Section 1 Paragraph Two (2) in accordance with the construction of a “two story” dwelling which states the height shall not be more than thirty-five (35) feet at the ridge line from the said concrete foundation would then be in effect.
- The rise can be concrete in order to raise the floor level to meet all codes with regards to flood plain issues. The foundation would then follow Part E Architectural Building Covenants and Land Use Section 1 Paragraph Two (2) the term “two story” as used herein under this option shall be a height of not more than thirty-five (35) feet at the ridge line from the said concrete foundation. The concrete used in the rise must be covered with either a) earth and landscaping up to one (1) foot of the floor line of the dwelling, or b) masonry to match the exterior of the dwelling.
- In Lots, that have a slope of eight percent (8%) or more from the highest point under the proposed dwelling to the lowest point under the dwelling, may choose to

remove some earth to make room for a storage area under the proposed dwelling; which must meet code in the flood plain. The start of the dwelling base living floor plan would only be allowed the rise to meet the flood plain issue, and the dwelling would follow Part E Architectural Building Covenants and Land Use Section 1, Paragraph Two (2). The term “two story” as used herein under this option shall be a height of not more than thirty-five (35) feet at the ridge line from the said base floor foundation. The covering of the storage area will be masonry to match the exterior of the dwelling utilizing hydrostatic doors to meet regulatory guidelines on solid walls in a flood water environment – no lattice or fence type covering will be accepted.

Notwithstanding anything else to the contrary, construction in the 100-year flood plain of Lake Travis may have a height no higher than fifteen (15) feet above the minimum elevation for the living space floor as required by the Travis County Building Code and regulations.

Addendum 1 of these deed restrictions entitled Drawings/Diagrams for Building Plans provides a detailed depiction of the required building plans that are to be submitted to the Architectural Control Committee prior to the commencement of any type of construction on any Lot within the Travis Landing Subdivision.

2. **ARCHITECTURAL CONTROL.** No dwellings, detached sheds, or detached garages shall be erected, placed or altered on any Lot within Travis Landing Subdivision until the construction plans and specifications and a plan showing the location of the proposed structure have been approved by the Architectural Control Committee (the “Committee”). The quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation must all be submitted and approved by the Committee prior to construction. All dwellings, buildings, detached sheds or detached garages shall be placed on slab foundations or pier and beams as conventionally understood. No fence or wall shall be erected, placed, or altered on any Lot within Travis Landing Subdivision until the design has been approved by the Committee.
3. **DWELLING SIZE.** Any dwelling erected on any Lot within Travis Landing Subdivision in any block shall contain not less than eleven hundred (1100) square feet of HVAC floor space exclusive of basements, porches, carports, and garages.
4. **BUILDING LOCATION.** No dwelling shall be located on any Lot nearer than twenty (20) feet to the front Lot line, or nearer than twenty-five (25) feet to any rear Lot line, or nearer than ten (10) feet to any side street or side interior Lot line, excepting that detached garages, detached sheds or outbuildings shall be no nearer than five (5) feet from any side street or side interior Lot line or rear Lot line. The term front Lot line” shall be defined herein as the Lot line adjacent to the street. An owner of two or more Lots which are adjacent to one another may erect a dwelling, detached garage, detached shed, or outbuilding thereon without regard to the side Lot lines, save and except the side Lot lines on the outer boundary of the adjoining owned tracts of land.
5. **LOT AREA AND WIDTH.** No dwelling, detached garage or detached shed shall be placed or erected on any tract of land or re-subdivided Lot smaller than the Lots, as subdivided and shown on the recorded plat of Travis Landing Subdivision.
6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. **PERIOD OF CONSTRUCTION.** All new construction including but not limited to dwellings, detached building, detached garages, detached sheds, property improvements, remodeling or renovation must be completed within one (1) year from the date of breaking ground or the start of property improvements, remodeling or renovation. Failure to meet the construction

completion date due to unforeseen circumstances or circumstances beyond the control of the owner shall submit notice to the Architectural Control Committee and the Travis Landing Property Owners Association informing each of the reasons behind the untimely completion date and request for a building extension. Extensions for construction completion shall be and subject to Travis Landing Property Owners Association approval. Each construction site shall have a refuse or construction container present. Each construction site shall be maintained in a clean manner and all refuse shall be placed in the designated refuse container. Uncontained refuse piles shall not be permitted. No construction on any Lot within Travis Landing Subdivision shall commence unless all proposed construction plans have been approved by all regulatory agencies and such approval notices are posted at the construction site.

8. **FILLING.** No more than six (6) cubic yards of fill may be placed or spread upon any Lot within Travis Landing Subdivision unless approved by the Architectural Control Committee.

PART F. GENERAL PROVISIONS

1. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded. These said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is brought forth and signed by a majority of the owners of Lots within the Travis Landing Subdivision and recorded stating property owners are in agreement to change said covenants in whole or in part.
2. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant of these said deed restrictions. Any person or persons who is found to have violated or attempted to violate any covenant of these deed restrictions, the Travis Landing Property Owners Association shall reserve the right to injoin violation or continuing violations and to recover all associated damages, costs and interest from the responsible person or persons. The Travis Landing Property Owners Association shall in its name enforce these deed restrictions as herein provided by any proceedings at law or in equity.
3. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions and shall remain in full force and effect for the duration of the said covenants.
4. **LIABILITY.** It is stipulated that the Architectural Control Committee and the Travis Landing Property Owners Association shall not be liable for the failure of any purchaser of any of Travis Landing Subdivision property, or any other person, to observe or comply with said restrictions, conditions, or provisions or any of them, nor shall they be liable or responsible for any breach or violation thereof by any other person, nor shall they be compelled to institute any proceedings to enforce the observance of or compliance with same. The above named Committee and Association do not now have, nor shall they have, or their successors or assignees, be charged with or ever have any financial liability, duty or obligation to do or refrain from doing or to perform or refrain from performing, any act or service or thing of any kind which they are in these deed restrictions given the option or privilege to do or to refrain from doing in their official capacity.
5. **EFFECTIVE DATE.** This Declaration is effective as of the date of its recording in the real estate records of Travis County, Texas.

EXECUTED this _____ day of _____, 2008.

TRAVIS LANDING PROPERTY OWNERS, INC.

By _____

Name: _____

Title: President

ATTEST:

By: _____

Name: _____

Title: Secretary