

MONUMENT HILL PROPERTY OWNERS ASSOCIATION (MHPOA)

WHEREAS, on April 15, 1983, Frisch Auf! Inc., Monument Hill Property Owners Association ("MHPOA"), and Architectural Control Committee executed the following Amendments and Agreements concerning lands situated in the Monument Hill Subdivision, part of the David Berry League, Fayette County, Texas:

<u>Deed Records, Fayette County, Texas</u>	<u>Monument Hill Section</u>
Volume 636, Pages 570-574	Reserve A
Volume 636, Pages 575-579	One
Volume 636, Pages 580-584	Two
Volume 636, Pages 585-589	Three
Volume 636, Pages 590-594	Four
Volume 636, Pages 595-599	Five
Volume 636, Pages 600-604	Six
Volume 636, Pages 604-609	Seven
Volume 636, Pages 610-614	Eight
Volume 636, Pages 615-619	Nine
Volume 636, Pages 620-624	Ten
Volume 636, Pages 625-629	Eleven

WHEREAS, on February 20th, 1990, re-recorded the restrictions of the Monument Hill Property Owners Association, and Architectural Control Committee, amended the restrictions and reservation, as passed by 2/3 majority of the property owners at the duly conducted annual meeting in 1984 because Exhibit A was inherently omitted prior to recording. Said amended restrictions are recorded in Volume 801, Pages 617-626, Deed Records of Fayette County, Texas and Volume 801, Pages 627-636, Deed Records of Fayette County, Texas. These instruments completely replaced Volume 658, Pages 833-841, Deed Records of Fayette County, Texas.

THEREFORE, LET IT BE KNOWN, that such restrictions are hereby amended and incorporated and made a part of the restrictions and made a part of the restrictions of above listed Frisch Auf! Inc., Monument Hill Property Owners Association, and Architectural Control Committee, Reservations, Restrictions and Covenants, as follows:

GENERAL RESTRICTIONS

THESE RESTRICTIONS shall be effective until July 9, 2035 and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that acting as one Group of Owners consisting of all the owners of all the lots combined together in both the Frisch Auf! Inc. subdivision of Monument Hill and the Bluff Haven Inc. of Bluff Haven, the owners of a majority of the lots in said Group of Owners may release all of the lots hereby restricted in the Monument Hill and Bluff Haven subdivisions for any one or more of said restrictions, or the

owners of a majority of the lots in said Group of Owners may release any lot in the Monument Hill or Bluff Haven subdivisions from any restriction imposed hereby or created by deed from FRISCH AUF! INC. or BLUFF HAVEN INC. on either July 9, 2035 or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the office of the County Clerk of Fayette County, Texas, at any time prior to July 9, 2035, or at any time prior to ten (10) years preceding the expiration of any successive ten (10) year period thereafter.

These restrictions and covenants shall run with the land and may be changed or revoked by a majority vote of the members in MHPOA with each lot having one vote. Such restrictions and covenants shall apply to all sections of MHPOA and shall be binding on all owners, their heirs, assigns, and successors.

ANNUAL ASSESSMENT

1. **MAINTENANCE FUND.** Each lot in the subdivision shall be subject to maintenance charge not to exceed \$10.00 per month, or \$120.00 per year. The amount of the charge to be determined initially by the Board of Directors of MHPOA at a meeting called for that purpose; and thereafter to remain at the charge so determined, unless changed by the said board at a meeting called to consider a change thereof. Such charge shall be subject to the following:
 - a. Each and every Lot is hereby severally subjected to and impressed with an Annual Maintenance Charge or assessment in the amount of \$120.00 per year, which annual maintenance charge shall be appurtenant to the Lots. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay the MHPOA, its successors or assigns, each and all of the charges and assessments against their Lot and/or assessed against them by virtue of their ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon. Each charge or assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time obligation to pay such assessment accrued, but no member shall be personally liable for the payment of any assessment made or becoming due and payable after their ownership ceases. No member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of their Lot or their interest therein.
 - b. MHPOA shall use the funds collected from the lots' owners as a maintenance charge, so far as the total fund may be sufficient in the judgment of the Board, toward the payment for maintenance of streets, roads, bridges, boulevards, rights of way, easements, sidewalks, paths, parks, parkways, street planting, and vacant lots; for providing for fire, police, and/or watchman/guard service as the, Board in its sole discretion, may be necessary; for the maintenance of street lighting and utility systems, fogging and insect control, control of water pollution, collection and disposal of garbage, rubbish and refuse; and for other maintenance activities and for employing workers to carry out such activities; and for the payment of legal and

other expenses incurred with the enforcement of all recorded charges, covenants, restrictions, and conditions affecting said property to which the maintenance charge applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge; and by doing any other thing necessary or desirable in the opinion of the Board of MHPOA to maintain or improve the property or the subdivision, or which is considered of benefit to the owners or occupants of the development the use of the maintenance charge for any of these purposes is permissive and not mandatory, and the decision of the MHPOA Board on any such expenditure shall be conclusive, final and binding, so long as it is made in good faith.

- c. The Board of Directors of MHPOA shall from time to time review the needs of the property and subdivision, and determine if the amount of maintenance charge is adequate to meet such needs, and if it is determined that it is more or less than adequate, and adjust the charge to meet such needs; however, the Board can never set such charge per lot at more than \$120.00 annually or \$10.00 monthly.
- d. Once the maintenance charge is fixed by the Board of Directors of MHPOA, it shall continue for such time as these restrictions are in force and effect, unless rescinded by action of such Board. It is understood that on these lots upon which there is a preexisting lien, before a lien can be enforced upon such lot for the collection of delinquent charges, MHPOA shall give the lien holder notice of such delinquency by certified mail addressed to such lien holder as per the Texas Property Code.

CONSTRUCTION & BUILDING ACTIVITY

- 2. **ARCHITECTURAL APPROVAL.** No building or other improvements shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the ARCHITECTURAL CONTROL COMMITTEE as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and compliance with general restrictions.
- 3. **ARCHITECTURAL CONTROL COMMITTEE.** The ARCHITECTURAL CONTROL COMMITTEE is composed of three or more members appointed by the Board of Directors of MHPOA and serving terms of office at its discretion.

The **ARCHITECTURAL CONTROL COMMITTEE**, using the guidelines provided in the Monument Hill Property Owners Association General Restrictions, is responsible for the adherence/compliance for all structural installations. These include, but are not limited to, new construction, fence construction, painting, quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

- 4. The **ARCHITECTURAL CONTROL COMMITTEE'S** approval or disapproval as required by these covenants shall be in writing to the lot owner of record within thirty (30) days of receipt of written request at the office of the MHPOA in La Grange, Texas.

5. **ARCHITECTURAL STYLE.** All buildings shall be constructed of materials that shall conform to the general pleasing architectural appearance that prevails in the subdivision. No structure or building shall be erected or altered on any lot until the construction plans and specifications, along with a plot plan shall have been approved, in writing, by the ARCHITECTURAL CONTROL COMMITTEE. The standards for approval will be in compliance with these restrictions, quality of material and workmanship, the external design in relation to existing structures and the location with respect to topography of the property.
6. **FLOOR AREA.** From and after the date of the filing of these restrictions, no dwelling shall be erected on any lot having a livable floor area of less than as follows:

SECTION	SQUARE FEET
1	1500
2	1200
3	1500
4	1200
5	1200
6	1200
7	1200
8	1200
9	1500
10	1500
11	1500
Reserve A	1500
Bluff Haven	1500

Square feet is measured to exterior walls.

7. **BUILDING SET BACK.** All lots shall have a 20' front building set back line (except cul-de-sac lots which building lines are extended) and a 20' rear set back line and a 20' set back line from adjoining side streets or side canals and a 10' set back line along each side of the lots adjacent to the adjoining interior lot.
8. **BUILDING TYPE.** All lots shall be used for single family residential purposes and no building shall be erected, altered or permitted to remain on any lot other than one single family residence with a covered garage and necessary out buildings on piers or columns, if necessary, wherein the livable area is on the second floor, if necessary with recreational rooms, storage, entrance, garages, car ports, etc., at grade level.
9. **BUILDING VISTAS.** No structure shall be placed on any lot which by reason of high walls or fences, excessive height, specially peaked roof design, etc., unreasonably will obscure the natural scenic views from a building located or reasonably to be located upon an abutting lot, adjacent, or across a street.
10. **BULKHEADING.** No change, break or alteration may be made in the natural water line or bulkhead line of any lot without the approval of the ARCHITECTURAL CONTROL COMMITTEE. No pier, dock or obstruction of any sort may extend into the water line or

channel beyond 25' from the natural water line. The use of automobile tires or other unsightly materials for hold-off fenders is prohibited.

11. **CONSTRUCTION PERIOD.** With reasonable diligence, and in all events within twelve months from the commencement of construction, unless completion is prevented by war, strikes, or act of God, any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed. Any work continuing at a construction site for more than twelve (12) months will require the issuing of an additional permit at a cost of 50% of the original permit cost. Such supplemental permit is valid for six months and must be renewed each six months thereafter at the original permit cost.
12. **DECKS, TERRACES, LANDINGS AND BOAT SHELTERS.** Said construction may be placed between the rear building line and the rear lot line of lots backing on the river if not obstructing vision underneath and if not exceeding the second floor in height. Said construction and location to be approved by the ARCHITECTURAL CONTROL COMMITTEE.
13. **DRIVEWAYS.** All driveways shall be of a material no less permanent than the access street and shall be a minimum width of 9'.
14. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved within the street right of way and outside the building line of all lots. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.
15. **ENCROACHMENTS.** Should a hedge, shrub, tree, flower or other planting be so placed or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of MHPOA, and such encroachment is wholly at the risk of the owner.
16. **EXCAVATIONS.** No excavation, except such as is necessary for the construction of improvements and/or landscaping shall be permitted nor shall any well or hole of any kind be dug on the property without the written consent of the ARCHITECTURAL CONTROL COMMITTEE.
17. **EXCEPTIONS.** No variances or exceptions to these covenants shall be permissible except as may be approved by the BOARD OF DIRECTORS, and then only on a case-by-case basis. Any exception granted must be documented in writing and signed by the Board of Directors with copies to the permanent files of MHPOA, each member of the ARCHITECTURAL CONTROL COMMITTEE, and the recipient of the exception.
18. **FACING OF RESIDENCES.** All residences shall face a street from which vehicular access is obtained.
19. **FENCES AND WALLS.** No fences or walls shall be erected, placed or altered on any lot nearer to the street than the front setback lines. Fences may be placed along the

side lot line of adjoining interior lots but not to extend outside the front set back lines. All fences must be approved by the ARCHITECTURAL CONTROL COMMITTEE. No fence or wall may be higher than six feet above ground.

20. **MATERIALS STORAGE.** No building materials shall be placed or stored upon the property until the owner is ready to commence improvements and then such materials shall be placed within the building lines of the lots upon which the improvements are to be erected in a neat and orderly manner.
21. **PAINTING.** All buildings with wooden exteriors shall be painted with not less than two coats immediately upon erection, unless otherwise approved by the ARCHITECTURAL CONTROL COMMITTEE.
22. **FOUNDATIONS.** Foundation plans must meet the requirements and specifications as established by the ARCHITECTURAL CONTROL COMMITTEE.
23. **SIDEWALKS.** No sidewalks are required. Any sidewalk within the street right of way must be approved by the ARCHITECTURAL CONTROL COMMITTEE.
24. **SIGHT DISTANCES.** Landscape plantings or structures above grade shall not be placed outside building lines at street intersections as will interfere with reasonable and safe sight distances, and in any event will be removed or adjusted as recommended by the ARCHITECTURAL CONTROL COMMITTEE.
25. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet or one sign of not more than six square feet advertising the property for sale or rent, or sign used by a building to advertise the property during the construction and sales period. All such signs are to be within the buildable area on the lot and must be approved by the ARCHITECTURAL CONTROL COMMITTEE.
26. **SINGLE OCCUPANCY.** Only one residence shall be constructed on each lot, however, this shall not prohibit the construction of a single residence on a portion of two or more lots as shown by said plat, provided such tract is not less than the minimum frontage of adjacent tracts.
27. **SLOPE CONTROL AREAS.** Within the lot, no structure shall be placed which will change the normal drainage of run-off water and no change in the finish grade of any lot shall be made without approval of the ARCHITECTURAL CONTROL COMMITTEE. Within slope areas, no structure, planting or other materials shall be placed or permitted to remain or such other activities undertaken which may damage or interfere with established or natural slope ratios, create erosion or sliding problems, or which may change the direction of slow of drainage channels, or obstruct or retard the flow of water through drainage channels.
28. **STORIES.** No residence shall be permitted on any lot more than two and one half stories in height.
29. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, skid mounted structure, mobile home, manufactured home, tent, shack, garage, barn, or other

out buildings shall be brought upon or used on any lot at any time as a residence either temporarily or permanently, and no such temporary structure may be brought upon or used on any lot for any other purpose, such as a tool shed, etc. during construction without prior approval of the ARCHITECTURAL CONTROL COMMITTEE.

GENERAL COVENANTS AND RESTRICTIONS

30. **HOUSE PETS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that confined dogs and/or cats and /or other normal household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, or in unusual quantity, and that the immediately adjoining lot owners do not object. The MHPOA reserves to itself, if necessary, the right to decide whether a pet may be kept or not in view of the well-being of an area, in which case the decision of MHPOA shall be final and binding on all parties concerned.
31. **LOT APPEARANCE.** Grass, vegetation, and weeds on each lot shall be cut as often as may be necessary to maintain the same in neat and attractive appearance. If the owner of any lot fails to do so, MHPOA may have the same cut, and the owner shall be obligated to pay 150% of the cost of such work. If not paid within thirty (30) days after being rendered a bill for such work, MHPOA may recover the amount due plus reasonable attorney's fees and costs, in a suit filed in the appropriate court in Fayette County, Texas.
32. **MAINTENANCE.** All structures and lots shall be kept in good repair and properly maintained.
33. **NUISANCES.** No noxious, dangerous or offensive activity of any sorts shall be permitted, nor shall anything in any home or residence or on any lot which shall be or may become an annoyance or nuisance to other owners, nor shall any loud or disturbing noises be emitted from any home or residence in such a manner as to be an annoyance or be objectionable to another owner. It is expressly forbidden to burn rubbish and trash.
34. **FEEDING OF DEER.** No person shall feed deer or provide food to deer.
35. **OFF STREET PARKING.** Both prior to, and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-street parking for his vehicle or vehicles and no vehicle shall be parked on a street for overnight periods. Additionally, no vehicle may be parked on a permanent or semi- permanent basis on grass or any other unpaved area of a yard or lot.
36. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be terminated upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
37. **REFUSE DISPOSAL.** No lot area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, refuse and other such waste shall not be kept except in sanitary containers and shall be disposed of summarily with dispatch upon scheduled

refuse pickups. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition and shall not be on public display except on pick-up days. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot of the development or into any waterway.

38. **RESIDENTIAL USE.** All lots shall be used only for single family residential use, including servant quarters and guest accommodations, and no ventures other than residential uses, such as commercial, apartment houses, or any business for profit shall be carried on, even though incidental to the use of the property.

39. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lots.

40. **UNSIGHTLY STORAGE, ETC.** No boats, trailers, house trailers, vehicles, or junk of any kind or character, or any accessories, parts or objects to be used therewith shall be kept on any lot. In no event shall boat and trailer storage be permitted upon the street. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats or unsightly vehicles shall be stored or kept except in enclosed garages or storage facilities protected from the view of the other residents of the subdivision.

41. **VIOLATIONS.**

a. Violations of any restriction, condition, or covenant herein shall give MHPOA the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

b. If any person shall violate or attempt to violate any of the restrictions or covenants herein, it shall be lawful for the Board of MHPOA to enforce the following:
1st violation: Written Warning from the Board with 30 days to comply
2nd violation: \$50.00 fine per month
3rd violation: \$75.00 fine per month
4th violation and beyond: \$100.00 fine per month

c. The homeowner may appeal any violation and/or fine to the Board of Directors of the MHPOA. The homeowner must notify the Board or its representative in writing of an intention to appeal. A hearing of the appeal will be scheduled at a posted Board meeting having a quorum of the Board present. The decision of the Board is final and can only be appealed in a suit filed in the appropriate court in Fayette County, Texas.

d. Owners and the Board retain the right to prosecute and proceeding at law or in equity against the person(s) violating or attempting to violate any such covenants and either to prevent them from so doing or to recover damages or other dues from such violation. If any Legal action required by MHPOA, the prevailing party is responsible for payment of such actions.

42. **WATER SUPPLY.** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Texas State Department of Health and approved by MHPOA.
43. **WEAPONS.** The use or discharge of pistols, rifles, shotguns, BB guns, pellet guns, or other firearms or other similar lethal weapons is expressly prohibited on any part of the property.
44. **ENFORCEMENT.** These Restrictions shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Board and each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns, in the event that any legal action to enforce these Restrictions is initiated.
45. **SEVERABILITY.** INVALIDATION of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
46. **NOTICE AND RECORDING.** Upon approval these restrictions will be recorded at the Fayette County Clerk's Office and will be enforced and become effective July 9, 2025 at the Annual Meeting of the MHPOA. Any complaint from property owners in regard to violation of these restrictions must be submitted to the Board in writing.