



SECOND REVISION

**MORGAN CREEK VILLAGE
COVENANTS, CONDITIONS,
AND RESTRICTIONS**

STATE OF TEXAS

COUNTY OF BURNET

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, **The property owners of Morgan Creek Village Subdivision** of Burnet County, Texas, hereinafter called the Owners, having followed the rules and requirements of Chapter 11 of the Property Code and having had a vote in which over two-thirds of the property owners voted to comply with the statutes, and the required notice was filed under file number 0705671 of the Official Public Record of Burnet County, Texas;

WHEREAS on April 2, 2012, one hundred percent (100%) of Morgan Creek Village Property Owners Association's Board of Trustees voted to approve these Covenants, Conditions and Restrictions and these Covenants, Conditions and Restrictions have been ratified by seventy percent (70%) of the owners by a mailed ballot.

WHEREAS all required notices were properly given for the various votes;

WHEREAS the existing Covenants, Conditions and Restrictions for Morgan Creek Village, Block I and Block 2, a subdivision in Burnet County, Texas, as shown by a Plat recorded in Cabinet I, Slide 12B and Slide 20C of the Plat Records of Burnet County, Texas, and a portion of Morgan Creek Village, Block I resubdivided as shown by a Plat recorded in Cabinet I, Slide 199A of the Plat Records of Burnet County, Texas, and other subdivision documents filed in the Plat Records or Official Public Records of Burnet County, Texas and such Covenants, Conditions and Restrictions are of record in Volume 123, Page 203 of the Deed Records of Burnet County, Texas, and in various deeds from the subdivided and as may be record in the Official Public Records of Burnet County, Texas;

NOW, THEREFORE, it is hereby declared that existing Covenants, Conditions and Restrictions of record in Volume 123, Page 203 of the Deed Records of Burnet County, Texas and in various deed from the subdivider are hereby terminated and cancelled and replaced with the Covenants, Conditions and Restrictions contained herein to become effective on the date this document is recorded in the Official Public Record of Burnet County, Texas, and shall apply to the following property:

Morgan Creek Village, Block 1 and Block 2, a subdivision in Burnet County, Texas, as shown by a Plat recorded in Cabinet 1, Slide 12B and Slide 20C of the Plat Records of Burnet County, Texas and a portion of Morgan Creek Village, Block I and as resubdivided as shown by a Plat recorded in Cabinet I, Slide 199A of the Plat Records of Burnet County, Texas and any other resubdivision documents as may be shown on the Plat Records or Official Public Records of Burnet County, Texas.

NOW, THEREFORE, the undersigned place their property into the common development plan set out herein and agree to now place the following restrictions, covenants and conditions on their property and agree to hold, sell and convey their property.

I.
DEFINITIONS

- (1) "Association" shall mean and refer to **Morgan Creek Village Property Owners Association, Inc.**, and its successors and assigns.
- (2) "Lot" shall mean any platted lot as shown in the plat of Morgan Creek Village Subdivision recorded in the map and Plat Records of Burnet County, Texas, or any platted lot as shown in the plat of any subdivision hereinafter created from any platted lot within Morgan Creek Village Subdivision.
- (3) "Member" shall mean and refer to every person or entity that holds membership in the Association.
- (4) "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.
- (5) "Subdivision" shall mean, subdivision in Burnet County, Texas, as shown by a Plat recorded in Cabinet 1, Slide 12B and Slide 20C of the Plat Records of Burnet County, Texas.
- (6) "Architectural Control Committee" may sometimes be referred to herein as ACC and shall refer to the ACC initially appointed by Declarant and at a later date elected by the members as provided herein.
- (7) "Property" shall mean Morgan Creek Village, Block 1 and Block 2, a subdivision in Burnet County, Texas, as shown by a Plat recorded in Cabinet 1, Slide 128 and Slide 20C of the Plat Records of Burnet County, Texas and resubdivided as shown by a Plat recorded in Cabinet 1, Slide 199A of the Plat Records of Burnet County, Texas and any other resubdivision documents as may be shown on the Plat Records or Official Public Records of Burnet County, Texas.

II.
MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be members of the Association; provided, however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation.

III.
VOTING RIGHTS

Each Landowner or Landowner Group shall be entitled to only one vote, regardless of the number of lots owned. Landowner shall mean a single individual who owns one or more lots only in that Landowner's name. Landowner Group shall mean two or more individuals who own one or more lots. Husband and wife will be considered as a Landowner Group. An individual may be part of more than one Landowner Group if the individuals are different in each Landowner Group. A landowner Group may cast fractional shares of the one vote they are entitled to based on the number of individuals in the Landowner Group. Different variations of an individuals name shall not give rise to additional votes.

IV.

POWER AND DUTIES OF THE ASSOCIATION

Morgan Creek Village Property Owners Association, Inc. shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable; provided, however, nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

- (1) The Association shall have the right to maintain all common areas and roads, limited to Miller Dr., Debo Dr., Lary Dr. and Crest Dr., within the Subdivision as shown on the Subdivision Plat for Morgan Creek Village, of record in the office of the County Clerk of Burnet County, Texas, until such time as said road shall be dedicated to the County of Burnet, Texas, and the County of Burnet, Texas.
- (2) The Association may enforce these Covenants, Conditions and Restrictions either in its own name or in the name of any owner within the subdivision.

V.

COVENANT FOR MAINTENANCE ASSESSMENTS

- (1) **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the sum of \$10.00 per year. This fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- (2) **Non-payment of Assessments - Remedies of the Association.** Assessments shall be due and payable on a date established by the Board of Trustees and/or the Executive Board in any calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the highest rate allowed by law, and the Association may bring on action at law against the owner personally obligated to pay the assessment, and the interest, costs, and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment and to foreclose the lien against each Lot retained herein. Any Owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies shall be considered as cumulative.
- (3) **Purposes of Assessments.** Annual assessment shall be assessed for the purpose of providing maintenance and capital improvements to the roads and parks within the Subdivision.
- (4) **Subordination of Assessment Liens:** Any assessment lien provided for herein shall be subordinated to and shall be secondary and inferior to all other prior or subsequent voluntary liens established on said property by means of a Deed Trust or Builder's and Mechanic's Lien Contract. The assessment liens shall not be subordinated to any tax liens, judgment liens or other similar non-voluntary liens.

VI.

All existing homes as of the date of this amendment have been and are hereby approved, this shall not include any mobile home, RV, Travel Trailer or other similar vehicles or structures. However any additional construction to such existing improvements, additional construction on a lot or lots, or replacement construction due to loss or teardown will be subject to approval and the standards herein. Normal repair and maintenance to existing improvements does

not require approval by the ACC if the repair and maintenance is in accordance with the style and look of the existing improvements and no additional square footage is added.

VII. RESTRICTIONS AND RESERVATIONS

1. Residential Use: No part of said property shall be used for any purpose other than single family residential. No trade or business of any kind shall be conducted upon said property. No signs shall be placed on any part of the Subdivision indicating a commercial or non-residential use or activity.

2. Subdivision of Lots: No Lot may be resubdivided without the written approval of the Association or the ACC. Such written approval must appear on any plat filed for record or filed in the Official Records of Burnet County, Texas. All such resubdivided Lots must provide for set back lines and easements as provided herein or on the plat of the subdivision. The Association or the ACC can grant variances to such set back lines and easements. All such resubdivision must comply with all governmental rules and regulations applicable to the property.

3. Construction of Residence: (a), Prior to starting construction all plans must be approved in writing by the ACC. This shall include new construction and major remodeling and additions.

(b), All construction shall be completed with reasonable diligence and exterior construction must be completed within nine (9) months after construction is started. No residence shall be occupied unless all exterior construction on the residence is complete.

(c), No building material of any kind shall be placed or stored upon any Lot until owner is ready to commence construction, within two (2) weeks of the start of construction.

(d), The primary residence must be of new construction and contain a minimum of 800 square feet for water front lots and 600 square feet for back lots, exclusive of open porches, breezeways, carports, and garages. The ACC shall approve the building materials used in the exterior walls and roof. All designs and construction material shall be of traditional materials and designs all of which shall be compatible with existing homes and shall be of a design and construction that will protect the property values of the subdivision.

4. Separate Structures: Any detached building, garage, carport, shed or structure or addition to the primary residence must be of all new material and be of equal construction and architectural design as the primary residence, and approved in writing by the ACC.

5. Manufactured Homes, Mobile Homes, Relocated Homes and Modular Homes: No Manufactured Homes, Mobile Homes, Relocated Homes and Unapproved Modular Homes or Relocated Homes may be placed on any lot. A manufactured home shall mean a home that is constructed on a remote location and moved, in whole or in major parts, to the lot. A relocated home is any structure constructed on a remote site and moved in whole or in major parts, to the lot and shall include older or previously occupied homes or buildings. The ACC shall have the sole authority to determine what is a Manufactured Home, Mobile Home, Modular Homes, Relocated Home and Modular Home.

The ACC may determine that certain homes which are constructed in whole or in part at a remote site are in fact modular homes and may be approved by the ACC. Any such approval must be in writing and any such modular homes must comply with all other requirements of this Declaration.

In the event that any court shall enter an order that would have the effect of allowing a Manufactured Home, Mobile Home, Modular Homes, Relocated Home and Modular Home to be placed on any lot, prior to the placement of such home on a lot all other requirements of this Declaration must be complied with and the ACC has the power to make additional requirements that would make any such home resemble the other homes in the subdivision. These additional requirements shall include, but not be limited to, additional stone or masonry, a roof with sufficient overhang, a type of exterior construction that would blend with the other houses in the Subdivision and other

requirements the ACC may deem necessary to achieve the over all building plan in the subdivision. Failure to request and receive such guidelines and rulings from the ACC shall be a violation of this Declaration.

6. Temporary Structures: No structure of a temporary character, any tent, shack, garage, barn, unfinished residence, or other outbuilding shall, at any time, be used as a residence or dwelling, either temporarily or permanently. A travel trailer or a motor home may be used as temporary living quarters during construction of a new home, for a maximum period of nine (9) months, provided written approval of the ACC is obtained.

7. Repair and Upkeep: All residences and other buildings must be kept in a good state of repair.

8. Utility Easement: A utilities easement for public or private utility purposes including, but not limited to, water, gas, cable services, electricity and telephone shall be, and the same is hereby reserved, imposed and granted over the front 10 feet of each Lot and five (5) feet of the side and back property line in the area. This same easement shall apply to future Lots that may be platted as a result of any resubdivision. When one owner owns one or more adjacent Lots, such owner may make application for waiver of such utility easement on the inside property lines to the ACC. Any such waiver must be given in writing. This amendment hereby approves all existing improvements that currently exist on one or more adjacent Lots (or parts of adjacent Lots) and for approval of any violations of the front 10-foot easement.

9. Road and Street Access: Access to public streets or thoroughfares from all residential Lots in the Subdivision will be by way of or unto the roads or streets constructed within the Subdivision. In no event shall an access road (other than the streets shown on the plat of the subdivision) be constructed directly from any Lot to any property outside of Morgan Creek Village without the written approval of the ACC.

10. Noxious Activities: No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

11. Septic System: No outside, open, or pit type toilet shall be installed, maintained or kept on the property at any time, and all plumbing shall be connected to an approved septic or sewer system. All septic or sewage disposal system must comply with the requirements, rules and regulations of the appropriate governing agencies.

12. Parks and Water Access: All property owners, members of their family and guests shall have ingress and egress to the beach and park areas as shown on the plat of said subdivision and all park improvements and boat ramps now existing or later constructed by the Association. The owners of all waterfront Lots shall have access to the waters of Buchanan Lake from their lots, all owners shall access to the waters of Buchanan Lake by means of the park areas. All such rights and use are subject to the existing easements to LCRA and other matters of public record in the Burnet County Clerk's Office.

13. Livestock and Pets: No animal may be raised, boarded, or bred for commercial purposes on any Lot. 4-H and FFA projects shall not be considered commercial purposes. All domestic animals shall be contained within the boundaries of the owner's property or in the control of a responsible individual. No livestock or fowl shall be raised, kept, or bred on any Lot except that there may be one (1) animal unit for each acre in excess of two (2) acres, with a fraction of acre to be considered as a full acre. (e.g., on 2.0 acres no animal unit allowed; on 2.5 acres one animal unit allowed; on 3.2 acres two animal units allowed). For the purpose hereof, one (1) animal unit shall mean either one (1) horse, one (1) cow (with calf), or three (3) sheep, goats, or fowl, but no swine. If the Declarant or the ACC receives two (2) or more complaints about an animal the Declarant or the ACC may declare the animal a nuisance and the owner shall remove the animal from the property. Excessive numbers of domestic animals may constitute a nuisance. All such animals must be housed to the rear of the Lot.

14. Access to Reserve Areas: All Reserve Areas owned by Morgan Creek Village property owners, including the boat ramp, are for the sole use of residential property owners, their families and guests only. These areas are NOT to be used by commercial customers, such as renters or other leases using properties in Morgan Creek Village. The POA boat ramp and other Reserve Areas are for residential use, not commercial use.

The Association shall have the right to establish rules and regulations for the use of park areas, the boat ramp and other improvements in the park areas. Such rules and regulations may include, but not be limited to, identification cards and stickers, locks for gates with keys or access codes for Owners, limits on size of groups using park, restrictions on hours of use, restrictions on parking of vehicles and trailers, clothing restrictions, safety rules and other general regulations to make the park a useable and safe facility for the Owners.

Access to Buchanan Lake shall not be had by going over the Lot or Lots owned by any other person or persons.

**ARTICLE VIII.
ARCHITECTURAL CONTROL COMMITTEE**

The Association may appoint one or more individuals to act as the Architectural Control Committee, herein called the ACC. If the Association ceases to exist and no property owners association exist then a majority of Owners, voting as they are entitled to vote in the property owners association, may appoint one or more individuals to the ACC.

**IX.
SEVERABILITY**

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**X.
DURATION AND AMENDMENT**

The covenants, conditions and restrictions provided for in this herein shall run with and bind the land and shall inure to the benefit it of and be enforceable by the Association, or the owner of any Lot subject to these Covenants, Conditions and Restrictions, their heirs and successors and assigns, and shall additionally inure to the benefit of and be enforceable by the County of Burnet, Texas.

The covenants, conditions and restrictions provided for in this herein shall be for a term of twenty (20) years from the date this documents recorded, after which time the same shall be automatically extended for successive periods of ten (10) years, unless terminated or amended by a vote of sixty percent (60%) of Morgan Creek Village Property Owners Association's Board of Trustees and been ratified by seventy percent (70%) of the owners by a mailed ballot.

If the association does not have a current address for a lot owner the address shown for that lot with the Burnet County Appraisal District shall be used.

Dated this 25 day of July of 2016.

Morgan Creek Village Property Owners Association Inc.

Tim Mohan
President

Sammy Ganga
Executive Board Member

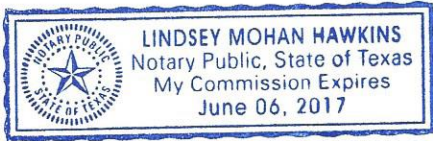
Morgan Creek Village Property Owners Association's Board of Trustees

Spark
Chair

Archie W. Daugherty
Trustee / Board Member

STATE OF TEXAS
COUNTY OF BURNET

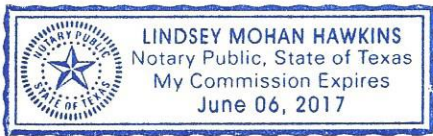
This instrument was acknowledged before me on the 25 day of July 2016, by
Timothy Mohan 2012 President of Morgan Creek Village Property Owners
Association Inc.



Lindsey Mohan Hawkins
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the 2 day of August 2016, by
Tammy Garza 2012 Secretary of Morgan Creek Village Property Owners
Association Inc.



Lindsey Mohan Hawkins
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNET

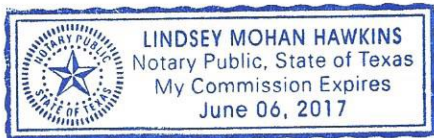
This instrument was acknowledged before me on the 25 day of July 2016, by
Stephen Parker 2012 Chairman of Morgan Creek Village Property Owners
Association Board of Trustees.



Lindsey Mohan Hawkins
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the 29 day of July 2016, by
Toni Daugherty 2012 Secretary of Morgan Creek Village Property Owners Association Board of
Trustees.



Lindsey Mohan Hawkins
NOTARY PUBLIC, STATE OF TEXAS

