

JACK'S POND SECTION ONE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

WHEREAS JACK'S POND LIMITED, a Texas limited partnership, hereinafter called the Declarant, is the owner of the real property known as Jack's Pond Section One, a subdivision (the "Subdivision") in Travis County, Texas according to the map or plat recorded in Volume 98, Pages 98-100, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Property is intended to be developed for single-family residential purposes; and

WHEREAS, Declarant desires to create upon the Property a residential community and to carry out a uniform plan for the improvement and development of the Property for the benefit of its present and future owners; and

NOW, THEREFORE, it is hereby declared: (i) that all of the Property will be held, sold, conveyed and occupied subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property, their heirs, successors, and assigns, and will inure to the benefit of each owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to any of the Property will conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out or referred to in the contract or deed.

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, when used in this Declaration, the following words and phrases will have the following meanings:

1.01 Architectural Committee. "Architectural Committee" means the committee created under this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" means the rules and regulations adopted by the Architectural Committee, as amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Brattonwood Community, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, and as amended from time to time.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration and shall include both regular and special assessments.

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1.05 Association. "Association" shall mean Brattonwood Community, Inc., a Texas non-profit corporation.

1.06 Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by or leased to the Association.

1.07 Board. "Board" shall mean the Board of Directors of the Association.

1.08 Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, and as amended from time to time.

1.09 Common Area and Facilities. "Common Area and Facilities" shall mean lots and/or other properties designated by Declarant and conveyed to the Association for the common benefit of the owners. Common Area and Facilities may be designated by Declarant and dedicated or otherwise conveyed to the Association from time to time and at any time. If and at the time Declarant adds additional real property to the Property in accordance with section 9.02 hereof, additional Common Area and Facilities may be designated.

1.10 Declarant. "Declarant" means Jack's Place Limited, a Texas limited partnership, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Jack's Place Limited as Declarant must be expressly set forth in writing, and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" means this instrument, as amended from time to time.

1.12 Improvement. "Improvement" means every structure and all appurtenances thereto of every type and kind, including buildings, outbuildings, storage sheds, playscapes, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. "Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on the Plat, together with all Improvements located thereon, save and except any areas dedicated to any governmental entity or public utility.

1.14 Masonry. "Masonry" means stone, brick, stucco, or other similar surface approved by the Architectural Committee.

1.15 Member. "Member" shall mean any person or entity holding membership rights in the Association.

1.16 Mortgage. "Mortgage" means any lien covering any portion of the Property given to secure the payment of a debt.

1.17 Mortgagee. "Mortgagee" means the holder of any Mortgage.

1.18 Owner. "Owner" means a Person, including Declarant, holding a fee simple interest in any portion of the Property, but not a Mortgagee.

1.19 Person. "Person" means any individual or entity having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" means documents designed to guide or control the construction or erection of any Improvement, including those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications for building products and construction techniques, samples of exterior colors, plans for utility services, and all other relevant documentation or information.

1.21 Plat. "Plat" means the subdivision plat of Jack's Pond Section One of record in the Plat Records of Travis County, Texas, as amended from time to time.

1.22 Property. "Property" means Jack's Pond Section One and any other real property hereafter subjected to the terms of this Declaration.

1.23 Restrictions. "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Rules, Architectural Committee Rules and the Articles and Bylaws of the Association from time to time in effect.

1.24 Rules. "Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.25 Subdivision. "Subdivision" means Jack's Pond Section One, a subdivision in Travis County, Texas, according to the map or plat of record in the Plat Records of Travis County, Texas.

1.26 Supplemental Declaration. "Supplemental Declaration" means any declaration of covenants, conditions and restrictions recorded by Declarant after the date of this Declaration to add to the Property; to subject any portion of the Property to further restrictions, covenants or conditions, or to withdraw land from the Property.

ARTICLE II
ARCHITECTURAL COMMITTEE

2.01 Membership of Architectural Committee. The Architectural Committee will consist of up to three (3) voting members ("Voting Members") appointed by Declarant and any additional, nonvoting advisory members ("Advisory Members") the Architectural Committee deems appropriate. The initial members of the Architectural Committee will be James H. Mills and Matt Naiser.

2.02 Action by Architectural Committee. Items presented to the Architectural Committee will be decided by a majority vote of the Voting Members.

2.03 Advisory Members. The Voting Members may, from time to time, designate Advisory Members.

2.04 Term. Each Voting Member of the Architectural Committee will hold office until he resigns or is removed and his successor is appointed as provided herein. In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated.

2.05 Declarant's Rights of Appointment. Declarant, its successors or assigns may appoint and remove all members of the Architectural Committee until such time as Declarant no longer owns any portion of the Property. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all Voting Members of the Architectural Committee.

2.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary for the performance of its duties, including a building code, a fire code, a housing code, and other similar codes as it may deem necessary or desirable.

2.07 Review of Proposed Construction. Whenever the approval of the Architectural Committee is required, the Architectural Committee will have the right to consider all Plans and Specifications for the improvement or proposal in question and all other information which it deems relevant. Except as otherwise provided herein, prior to the commencement of construction of any Improvement, or any alteration, addition, removal or repair other than normal maintenance, which in any way alters the exterior appearance of any Improvement, the Plans and Specifications therefor must be submitted to the Architectural Committee, and the construction, alteration, addition, removal or repair may not commence until the Architectural Committee has approved the Plans and Specifications in writing. The foregoing notwithstanding, the construction, alteration, addition, repair or removal of any Improvement on the Property by Declarant is exempt from this Article. The Architectural Committee may impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways in the Subdivision. The Architectural Committee will consider and act upon any Plans and Specifications submitted for its approval and perform any other duties assigned to it by this Declaration. Until receipt by the Architectural Committee of all information or documents it deems necessary, it may postpone review of any Plans and Specifications submitted for approval. The decision of the Architectural Committee will be final and binding so long as it is made in good faith. The Architectural Committee is not responsible for inspecting any proposed Improvement, nor will its approval of any Plans or Specifications be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

2.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one of its members or an agent acting on its behalf to take any action or perform any duties on its behalf. In the absence of such designation, the vote of both members of the Architectural Committee, without a meeting, will constitute the act of the Architectural Committee.

2.09 Failure of Architectural Committee to Act. In the event the Architectural Committee fails to respond to a request for approval of the Plans or Specifications within thirty (30) days of receipt of all required information, the Architectural Committee shall be deemed to have approved such Plans and Specifications.

2.10 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring approval will not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

2.11 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications. If there is a material deviation from the approved Plans and Specifications in any completed Improvements, those Improvements will be in violation of this Article to the same extent as if erected without prior approval of the Architectural Committee. The Architectural Committee or any Owner may maintain an action at law or in equity for the removal or correction of any non-conforming Improvement and, if successful, may recover from the Owner of the non-conforming Improvement all costs, expenses and fees incurred in the prosecution thereof.

2.12 Nonliability of Architectural Committee Members. Neither the Architectural Committee, nor any member thereof, will be liable to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration.

2.13 Address. Plans and Specifications will be submitted to the Architectural Committee in care of Jack's Pond Limited, P.O. Box 411, Georgetown, Texas 78627, or such other address as may be designated from time to time.

ARTICLE III
EASEMENTS

3.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes, and will be construed as being adopted in each and every contract, deed or conveyance conveying any part of the Property. Declarant reserves the right to make changes in and additions to the easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements with a maximum width of 7.5 feet on each side of each Lot line, for public utility purposes (including, without limitation, gas, water, electricity, telephone and drainage), in favor of any person or entity.

3.02 Installation and Maintenance. An easement is hereby created upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, utility companies and other entities supplying services to the Property may install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service may remove all trees situated within utility easements, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

3.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee require. No Improvements may be constructed in any drainage easement, nor may any plantings or other materials be located in any drainage easement that would affect the flow of water through the easement, unless approved in writing by the Architectural Committee. All drainage easements must be continuously maintained by the Owner of the Lot upon which they are located, except for drainage easements for which a governmental entity is responsible.

3.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting shrubbery, trees, lawns or flowers. However, neither Declarant nor any supplier of any utility service using any easement area will be liable to any Owner for any damage done by them, or their agents, employees, or assigns, to any plantings as a result of construction, maintenance, operation or repair of any facility in any easement area.

3.05 Common Area and Facilities. Each Owner shall have an easement for use and enjoyment in and to all Common Area and Facilities which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) Right of Association to suspend the Owner's voting rights and right to use the Common Area and Facilities for any period during which an Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;

- (B) The right of the Association to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members who are entitled to vote pursuant to Section 7.03;
- (C) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance thereof, mortgage the Common Area and Facilities, all in accordance with the articles and bylaws;
- (D) The right of the Association to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IV
RESIDENTIAL RESTRICTIONS

4.01 Residential Use. All Lots must be improved and used solely for single-family residential use, inclusive of a garage, fencing and other improvements necessarily or customarily incident to residential use, or for greenbelt, open space or other use approved by Declarant. The foregoing will not prohibit the use of any Lot as a site for a construction trailer, sales office, or a model home during the development of the Property; however, these uses will be subject to Declarant's approval as to nature, size, duration and location.

4.02 Commercial or Industrial Use. No Lot or Improvements shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purpose, other than those non-residential purposes set forth in Section 4.01. Notwithstanding any other provision in this Section 4.02 or the Declaration to the contrary, "garage sales" shall be permitted provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period.

4.03 Building Height. No Improvement may exceed 2 stories in height and no Improvement greater than 35 feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height will be measured from the poured foundation at its lowest point on the Lot to the ridge line of the roof of the proposed Improvement.

4.04 Dwelling Size. All single-story dwellings must contain at least 1400 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. All two-story dwellings must contain at least 1600 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports.

4.05 Building Materials. All building materials must be approved by the Architectural Committee, and only new building materials (except for used brick) may be used in constructing any Improvements. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized steel sheets, are specifically prohibited. Other roofing materials may be used with the prior written consent of the Architectural Committee, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must match the color of the surface from which they project, or be of a color approved by the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) may be used on exterior surfaces (other than surfaces of hardware fixtures).

4.06 Exterior Finish; Masonry Requirements. The exterior finish materials for all Improvements will be subject to the approval of the Architectural Committee. At least 25% of the total exposed surfaces of all

exterior walls must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, gables, and trim work.

4.07 Obstruction of View. The Architectural Committee may, but shall not be required to, prevent or allow the construction of an Improvement based upon the effect it will have on the view from any particular Lot. The Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due the construction of any Improvement within the Property or the creating thereby of an obstruction to the view of such Owner's Lot or Lots.

4.08 Construction in Place. All dwellings constructed on the Property must be built in place on the Lot and the use of prefabricated materials will be allowed only with the prior written approval of the Architectural Committee.

4.09 Setback Requirements. No building may be located nearer to any Lot line bordering a street right-of-way than is indicated by the building line shown on the Plat of the Subdivision. For purposes of these covenants, eaves, steps and open porches will not be considered as part of the building; however, this will not be construed to allow any structure to encroach upon another Lot.

ARTICLE V GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

5.01 Antennae, Satellite Dishes, Solar Collectors. No exterior radio, radio antenna or aerial, or solar collector device or equipment may be erected or maintained within the Property without the prior written approval of the Architectural Committee. Any such apparatus that may be approved must be installed and maintained in such a manner as to be screened from public view from adjoining Lots and public street rights-of-way. Notwithstanding any provision in this Section 5.01 to the contrary, (1) satellite dish no greater than one (1) meter in diameter may be located upon a Lot. The Architectural Committee may, from time to time, promulgate rules or regulations to serve legitimate interests of the Subdivision for the installation, maintenance and use of satellite dishes and antennas designed to receive broadcast satellite service, television and broadcast signals, or video programming services.

5.02 Insurance Rates. Nothing may be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any Improvement without the prior written approval of the Architectural Committee.

5.03 Subdividing. No Lot may be further divided or subdivided, nor may any easements or other similar interests in a Lot conveyed by the Owner without the prior written approval of the Architectural Committee; however, when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest, all without the approval of the Architectural Committee.

5.04 Signs. Except for signs which are a part of Declarant's overall marketing plan for the Property, no sign of any kind shall be displayed on any Lot except:

- (A) A builder who is engaged in construction of a single-family residence upon a Lot may advertise such Lot and any residential structure thereon for sale until such time as the Lot and/or any residential structure situated thereon is sold;

(B) Any Owner may display one (1) sign of not more than four (4) square feet on said Owner's Lot to advertise such Lot or any residential structure located thereon for sale or rent;

(C) Signs required for legal proceedings; and

(D) No more than three (3) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which the signs pertain and are removed within five (5) days after such election.

5.05 Rubbish and Debris. No rubbish or debris of any kind may be placed or permitted to accumulate upon the Property and no odors may be permitted which would render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Covered containers containing refuse, garbage, or trash may be placed in front of a single family residence located upon a Lot and next to the roadway adjacent to such Lot for waste service collection but must be removed and screened from view on or before eighteen (18) hours after such covered container has been emptied by waste service collection.

5.06 Nuisance; Noise. No noxious or offensive activity may be carried on upon any Lot. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) may be located, used or placed on any of the Property. No noise or other nuisance will be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

5.07 Repair of Buildings. All Improvements must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner.

5.08 Underground Utility Lines. No utility lines or wires may be erected, placed or maintained anywhere in or upon any portion of the Property unless contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements and approved in writing by the Architectural Committee; provided, however, that this will not be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements that have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities will be subject to review and approval by the Architectural Committee.

5.09 Hazardous Activities. No activities may be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon the Property, no open fires may be lighted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

5.10 Temporary Structures. No tent, shack or other temporary building, improvement or structure may be placed upon the Property without the prior written approval of the Architectural Committee; however, temporary structures necessary for storage of tools and equipment, restrooms and office space for architects, builders and foremen during the period of actual construction on a Lot only may be maintained with the prior approval of Declarant, includes the nature, size, duration and location of the structure.

5.11 Mining and Drilling. No portion of the Property may be used for mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

5.12 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot so as to be visible from any other portion of the Property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment must be kept at all times, except when in actual use, in enclosed structures or screened from view and ~~no repair or maintenance work may be done on any of them, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures.~~ Each single-family residential structure within the Property must have garage space sufficient to house at least two (2) vehicles. Lot Owners may not keep more than 2 automobiles in a manner visible from any other portion of the Property for any period in excess of 72 hours. No automobiles or other vehicles may be parked overnight for more than 2 consecutive nights on any roadway within the Property. No inoperable vehicle or equipment, or vehicle or equipment without a current license tag, may be maintained on any portion of the Property, including any street right-of-way adjacent to a Lot, so as to be visible from any adjoining Lot or public right-of-way. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash may be kept, stored or allowed to accumulate on any portion of the Property, except within enclosed structures or appropriately screened from view.

5.13 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes may be parked or placed on any Lot at any time, and no travel trailers, recreational vehicles or similar vehicles may be parked on any portion of the Property so as to be visible from other portions of the Property or public or private thoroughfares for more than 48 hours.

5.14 Fences. A privacy fence shall be constructed on Lots 9-11, 25, 26, 28, 30-32, Block B, within the Property prior to occupancy of any single family residence constructed thereon. No other fence may be constructed on the Property without the prior written consent of the Architectural Committee. The location, height, and materials of any fence, to be located upon the Property, including the privacy fence required by this Section 5.14, shall be approved in writing by the Architectural Committee.

5.15 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations will apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of these sight lines.

5.16 Animals- Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats 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 or maintained on the Property. No more than 3 domestic pets may be kept on any Lot. No domestic pet may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property, other than on the Lot of its Owner, unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operations will be allowed. No domestic pet may be allowed to run at-large and all domestic pets must be kept within enclosed areas that are clean, sanitary and reasonably free of refuse, insects and waste at all times. These enclosed areas must be constructed in accordance with plans approved by the Architectural Committee, be of reasonable design

and construction to adequately contain such animals in accordance with the provisions hereof, and be screened so as not to be visible from any other portion of the Property.

5.17 Lawns and Plantings. The front yard of each Lot and the front and the side yard adjacent to the street of each corner Lot must be fully sodded prior to the occupancy of the residence on such Lot. Two trees, each of at least 2½-inch caliper, must be planted on each Lot prior to occupancy of the residence on the Lot. Each Owner must keep all shrubs, trees, grass and plantings of every kind on his Lot alive, cultivated, pruned, and free of trash and other unsightly material. If any Owner fails to do so, Declarant or the Architectural Committee may, at any reasonable time, enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and charge the cost thereof to the Owner of the Lot.

5.18 Window Treatment. No aluminum foil, reflective film or similar treatment may be placed on windows or glass doors on any improvement.

5.19 Athletic and Recreational Facilities. Outdoor athletic and recreational facilities, such as basketball goals, swing sets and sport courts of either a permanent or temporary nature, may not be placed on any Lot in the Subdivision between the street right-of-way and the front of the dwelling unit on the Lot. Any such Improvements will be subject to approval by the Architectural Committee under Article II. Tennis court lighting and fencing will be allowed only with the approval of the Architectural Committee.

5.20 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that the waiver is only for the reasonable period of such construction.

5.21 Compliance with Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board or behalf of the Association or by an aggrieved Owner.

5.22 Liability of Owners for Damage to Common Area and Facilities. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area and Facilities without the prior written approval of the Board of Directors of the Association. Each Owner shall be liable to the Association for any and all damages to (i) the Common Area and Facilities, or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damage is caused by the neglect, misuse or negligence of such Owner or such Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectible in the same manner as provided in Section 8.06 hereof, including but not limited to foreclosure of such lien.

5.23 No Warranty of Enforceability. While Declarant has no reason to believe that any of the terms and provisions of this Declaration are invalid or unenforceable for any reason, Declarant makes no warranty or representation as to the present or future validity or enforceability. Any Owner acquiring a Lot in reliance on any provision of this Declaration assumes all risks of the validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

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ARTICLE VI
COMMON AREA AND FACILITIES

6.01 Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association shall be entitled to participate in proceedings incident thereto. The expense of participation in such proceedings by the Association shall be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association. The Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to contest or defend any such proceedings, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of condemnation.

ARTICLE VII
ASSOCIATION

7.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7.02 Membership. Any Person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the said property interest.

7.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows:

- (A) The Owner (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.
- (B) In addition to the votes to which it is entitled by reason of Subparagraph (A) of this Section, for every one vote outstanding in favor of any other person or entity Declarant shall have ten (10) votes until the votes described in Subparagraph (A) of this Section which are owned by persons or entities other than Declarant total, in the aggregate, ninety percent (90%) of the total number of votes. Thereafter Declarant shall have only the votes, if any, to which it is entitled under said Subparagraph (A) of this Section.
- (C) The holder of more than one vote may both make a motion and second such motion for any purpose.

7.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(A) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Association Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums shall be a common expense to be included in the Assessments levied by the Association.

(C) Records. To keep books and records of the Association's affairs.

(D) Assessments. To levy assessments as provided in Article VIII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made.

(E) Right of Entry and Enforcement. To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VIII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(G) Taxes. To pay all real property taxes and other taxes and assessments levied upon any Common Area and Facilities.

7.05 Maintenance Responsibilities. The Association shall be required to maintain all Common Area and Facilities conveyed to the Association by Declarant for operation and maintenance, as well as all streets and roadways within the Property which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association shall be authorized to landscape, maintain and repair easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds, and other areas of the Property, as appropriate.

7.06 Street Lighting. The Association shall be required to pay for electrical service and for all other costs and expenses necessary to operate and maintain the street lights within the Property until such time as such obligation is assumed by the appropriate governmental entity.

ARTICLE VIII
FUNDS AND ASSESSMENTS

8.01 Assessments

(A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, except that (i) no Assessments hereunder shall be levied against Declarant, and (ii) no Assessments hereunder shall be levied against any Lot purchased by a homebuilder pursuant to a contract with Declarant for construction of a single family residence for a period of six (6) months from the date of closing of the purchase of the Lot by the homebuilder.

(B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

8.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of all roadway and maintenance of Common Area and Facilities, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

8.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board.

8.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. Except as otherwise provided in Section 8.01(A) hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, (or, if there is no such highest rate, then at the rate of 2% per month) together with all costs and expenses of collection, including reasonable attorneys' fees.

8.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 8.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE IX
DEVELOPMENT OF THE PROPERTY

9.01. Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions.

9.02. Addition of Land by Declarant. Declarant may, at any time and from time to time, add land to the Property, and upon the filing of a notice of addition of land as hereinafter described, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein (as modified or amended by the covenants, conditions, restrictions and obligations, if any, set forth in Supplemental Declaration affecting such added lands) shall apply to the added land, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Real Property Records of Travis County, Texas, a notice of addition of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall apply to the added land; and
- (C) A legal description of the added land.

9.04. Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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withdraw lands from the Property hereunder, Declarant shall be required only to record in the Real Property Records of Travis County, Texas, a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

ARTICLE X
MISCELLANEOUS

10.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, will run with the land comprising the Subdivision until December 31, 2016, unless amended or terminated as herein provided. After December 31, 2016, this Declaration will be automatically extended for successive periods of 10 years each, unless amended or terminated by a written instrument executed by the Owners of at least 3/4 of the Lots within the Property then subject to this Declaration and filed in the Real Property Records of Travis County, Texas.

10.02 Amendment.

(A) By Declarant. This Declaration may be amended by the Declarant so long as Declarant holds a majority of votes of the Association. No amendment by Declarant after December 31, 2002, will be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant, setting forth the amendment and the Lot(s) then owned by Declarant.

(B) By Owners. In addition to the method in Section 10.02(A), this Declaration may be amended by the recording in the Real Property Records of Travis County, Texas of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 7.03(A) hereof.

10.03 Interpretation. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be construed and governed under the laws of the State of Texas.

10.04 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

10.05 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other

person or entity in any of its privileges, exemptions, rights and duties hereunder. Any such assignment must be in writing and filed of record in the Real Property Records of Travis County, Texas.

10.06 Enforcement and Nonwaiver.

(A) Right of Enforcement. The Association, Architectural Committee, any Owner at his own expense, or Declarant will have the right to enforce the provisions of this Declaration. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. In addition, if any Owner fails to maintain his Lot as required, or in the event of an emergency, the Declarant, Association, or the Architectural Committee may enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Lot. Entry upon a Lot as provided herein will not be deemed a trespass, and neither the Association, Architectural Committee nor Declarant will be liable for any damage resulting therefrom unless the damage is caused by the Association, Architectural Committee's or the Declarant's willful misconduct or gross negligence.

(B) Nonwaiver. The failure to enforce any provision of this Declaration will not constitute a waiver of the right thereafter to enforce that or any other provision.

10.07 Construction.

(A) Restrictions Severable. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular; and the masculine, feminine or neuter each includes the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 8th day of January, 1997.

Declarant:

JACK'S POND LIMITED, a Texas limited partnership

By: JP Management, Inc., a Texas corporation, General Partner

By: [Signature]
James H. Mills, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8th day of January, 1997, by James H. Mills, President of JP Management, Inc., a Texas corporation, General Partner of Jack's Pond Limited, a Texas limited partnership, on behalf of said corporation and said partnership.

Matt Naiser
Notary Public Signature

(SEAL)



RETURN TO:

Robert D. Burton
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701

FILED

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DANIEL BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time above set forth, by me and
was duly RECORDED in the books and files of the
named RECORDS of Travis County, Texas, at



JAN 9 1997
Daniel Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIVED - INSTRUMENTS FILED IN THE REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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