

15:00

DECLARATION OF COVENANTS AND RESTRICTIONS

TANGLEWOOD FOREST SECTION TWO, PHASE B

OR 25-32-44
MULTI-FAMILY FAMILY LOTS

13-76-3179

THIS DECLARATION, made by Legacy Builders, Inc., Johnny Kleinert Builder, Inc. and Buddy Dryden Builder, Inc., all Texas corporation with principal offices in Travis County, Texas, (hereinafter collectively called "Developer").

W I T N E S S E T H :

WHEREAS, Developers are the owners of all lots in Tanglewood Forest Section Two, Phase B, a subdivision in Travis County, Texas, according to the map or plat of record in Book 83, Pages 37 and 38, Plat Records of Travis County, Texas, together with streets, utilities and certain other common facilities which benefit said subdivision.

WHEREAS, Developer desires to provide for the preservation of the values in said subdivision, and to this end, desires to subject the real property described in Article 2 to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the value, attractiveness and desirability of the lots in said subdivision to provide a means of administering and enforcing certain covenants and restrictions hereinafter created;

NOW, THEREFORE, the Developer declares that the real property described in Article 2, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions") hereby imposed on said property, and such restrictions and covenants shall constitute covenants running with interest in any Lot or Lots in said subdivision and shall inure to the benefit of each owner of any such Lot or Lots in said subdivision, their heirs, successors and assigns, to-wit:

1. DEFINITIONS.

(a) "The Property" shall mean and refer to all such existing property, as are subject to this Declaration under the provisions of Article 2 hereof.

(b) "Lot" shall mean and refer to any of the numbered lots shown upon any recorded subdivision map of the Property (including Lots in any permitted resubdivision and Lots in any additional lands added to this Declaration as provided herein).

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

(d) "Municipal Utility District" shall mean and refer to the South Austin Growth Corridor Municipal Utility District Number One.

(e) "Residential Building" shall mean and refer to a dwelling constructed on a Lot.

(f) "Duplex" shall mean and refer to a Residential Building containing separate residences for two families.

2. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Travis County, Texas, and is more particularly described as follows:

All Lots in Tanglewood Forest Section Two, Phase B, a subdivision in Travis County, Texas, according to map or plat thereof of record in Volume 83, Pages 37 and 38, of the Plat Records of Travis County, Texas;

all of which property shall hereinafter be referred to as the "Property".

3. LAND USE AND BUILDING TYPES. Each Lot shall be used as a residence for single family or Duplex Residential Buildings and for no other purpose. No such building improvement, structure or antenna erected or placed on any Lot shall exceed two (2) stories or forty (40) feet in height. No business of any kind shall be conducted in any residence or on any Lot with the exception of the business of Developer, its successors, transferees or assigns in developing all of the Lots within the subdivision.

4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall be composed of three (3) persons. The initial members of the Committee shall be Hugo Sevcik, Buddy Dryden and Johnny Kleinert. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the record owners of three-fourths (3/4) of the Lots covered hereby shall have the power through a duly executed written instrument recorded in the Deed Records of Travis County, Texas, to change the membership of the Committee. Any member of the Committee may resign therefrom, and the remaining member of the Committee shall appoint his successor, subject to change by the record Owners of three-fourths (3/4) of the Lots covered hereby as provided above. No building structure, fence, wall, improvement, antenna nor any mechanism or device that provides for the collection, storage or distribution of energy and that is not part of a building, shall be erected, placed, altered or maintained on any Lot until a copy of the construction plans and specifications and a plan showing the location of the structure have been delivered to and approved by at least two members of the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with the existing structures and as to the location with respect to topography and finished grade elevations. The plans and specifications shall be properly prepared in a manner so, as to be clearly understood. If two members of the Architectural Control Committee fail to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. When, in the opinion of the Architectural Control Committee, a waiver or modification of any of the restrictive covenants therein would not impair or detract from the quality of this subdivision, it may, by written instrument in recordable form, waive or modify any restriction.

5. DWELLING QUALITY AND SIZE. No single family Residential Building, exclusive of porches and garages shall contain less than eight hundred (800) square feet of living area. No Duplex Residential Building, exclusive of porches and garages, shall contain less than one thousand six hundred (1,600) square feet of living area. All improvements shall be of new construction.

6. SIDEWALKS. A sidewalk shall be constructed (in accordance with applicable City of Austin requirements) on such Lots as indicated on the subdivision plat of the Property, and plans for each Residential Building on each of said Lots shall include plans and specifications for such sidewalk and the same shall be constructed and completed prior to occupation of the Residential Building. No other sidewalks shall be permitted on any Lot without the approval of the Architectural Control Committee.

7. SETBACK REQUIREMENTS. All buildings (including without limitation, all temporary and permanent structures, outbuildings, sheds, and storage buildings) shall comply with the setback requirements set forth on the plat of the subdivision of record in the Plat Records of Travis County, Texas.

8. FENCES, WALLS, HEDGES. No exterior fences, walls, hedges or accessory buildings or structures may be erected, placed, or altered on any Lot which extends beyond the front of the dwelling erected thereon toward the street on which the Lot is situated until the plans and specifications showing the construction and location of such walls, fences or hedges are submitted to the Architectural Control Committee and approved as to design, materials, and height. All fences shall be of ornamental iron, masonry, rock or wood construction. No chain-link fences shall be permitted, except to enclose swimming pools and only then if they are not visible from any street.

9. LOT AREA AND WIDTH. No Lot may be resubdivided without the specific approval of the Architectural Control Committee. All Owners by acceptance of a conveyance of any Lot shall be deemed conclusively and automatically to have consented and agreed to any such further subdivision of Lots and to have consented to the vacation (or partial vacation) of the subdivision plat of the Property, in the event the same is necessary for any Lot or Lots to be resubdivided, provided that (and the consent hereby given is subject to and conditioned upon) said resubdivision shall be accomplished by a replatting of the entire Property so vacated, which replatting shall in no manner change or modify the then existing subdivision plat or plats except to reflect the new Lot lines of the Lot or Lots being resubdivided and provided further that said resubdivision shall in no other manner effect, limit, release or waive any other covenant and condition as set forth in this Declaration. The members of the Architectural Control Committee are hereby appointed, and all Owners by acceptance of a conveyance subject to this Declaration shall be deemed to make, constitute and appoint the Architectural Control Committee members the lawful attorney-in-fact of all Owners to act in their respective names, places and stead, to do such acts and to execute such plats, application, consents to vacation or other instruments as said Architectural Control Committee said deem proper or advisable to effectuate the vacation and resubdivision as set forth above, subject to and in accordance with the provisions hereof.

10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of record in the Plat Records of Travis County, Texas. Further, Developer and its predecessors in title have heretofore granted, created and dedicated certain other easements

