

DECLARATION OF COVENANTS AND RESTRICTIONS

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2-99-9647

TANGLEWOOD FOREST SECTION THREE
OCT 21-82~~25~~ * 3660 * 15.00

THIS DECLARATION, made this 8th day of October, 1982, by GUNN-OLSON-STORDAHL JOINT VENTURE, a joint venture partnership, with principal offices in Travis County, Texas, "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article 2 of this Declaration and desires to create thereon a residential subdivision known as "Tanglewood Forest Section Three" with street, utilities and certain other common facilities for the benefit of the said subdivision; and

WHEREAS, Developer desires to provide for the preservation of the values in said subdivision and for the maintenance of said streets, utilities and other common facilities, 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 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, their heirs, successors and assigns, and shall inure to the benefit of each owner of any such Lot or Lots in said subdivision, 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 two-family Residential Building.

(g) "Fourplex" shall mean and refer to a four-family Residential Building.

DEED RECORDS
Travis County, Texas

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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 Three, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Book 82, Page 314-315, 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 duplex or fourplex residence or a duplex or fourplex condominium and a Condominium Regime may be filed by the record owner of any lot of the property. 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 two (2) persons. The initial members of the Committee shall be William M. Krulak and William T. Gunn, III. 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 two-thirds (2/3) of the Lots covered hereby shall have the power through a duly executed written instrument recorded in the Deed Records of Travis County, Texas, 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 two-thirds (2/3) of the Lots covered hereby as provided above. No building structure, fence, wall, improvement, antenna nor any mechanism or devise 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 one member 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. The plans and specifications and the plan showing the location of the proposed structure shall remain in the possession of said Architectural Control Committee until this subdivision has been completed in its entirety. If the Architectural Control Committee fails 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 high quality of this subdivision, it may, by written instrument in recordable form, waive or modify any restriction.

5. DWELLING QUALITY AND SIZE. No Duplex Residential Building, exclusive of porches and garages, shall contain less than one thousand six hundred (1,600) square feet and no Fourplex Residential Building, exclusive of porches and garages, shall contain less than three thousand, (3,000) square feet. 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.

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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 Book 82, Pages 314-315 of 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 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 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, releases or waive any other covenant and condition as set forth in this Declaration. William T. Gunn, III is hereby appointed, and all Owners by acceptance of a conveyance subject to this Declaration shall be deemed to make, constitute and appoint William T. Gunn, III 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 plat, applications, consents to vacation or other instruments as said William T. Gunn, III deems 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 Volume 83, Pages 314-315, of the Plat Records of Travis County, Texas. Further, Developer and its predecessors in title have heretofore granted, created and dedicated certain other easements and related rights affecting the Property, and each conveyance of any Lot is made and accepted subject to all of such easements, dedicated certain other easements and related rights affecting the Property, and each conveyance of any Lot is made and accepted subject to all of such easements, dedicated certain other easements and related rights affecting the Property, and each conveyance of any Lot is made and accepted subject to all of such easements, dedications and reservations, if any, to the extent and only to the extent the same may be in force and effect of record in the Office of the County Clerk of Travis County, Texas or that may be apparent on the Property. Within these easements, no structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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, except for those improvements for which a public authority or utility company is responsible. Developer reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically inserting, repairing or maintaining public utilities, and further reserves the right to grant, dedicate, reserve or otherwise create, at any time and from time to time, easements for public utility (including cable television lines) purposes along and on either or both sides of any Lot line, which easement shall not exceed seven and one-half (7 1/2) feet in width on each side of any Lot line. There is further hereby created and easement upon, across, over and under

all of the Property and easement for purposes of ingress and egress in connection with the installation, maintenance and repair of all public utilities and appurtenances thereto.

11. NUISANCES. No noxious or offensive activities of any kind shall be permitted upon any Lot, nor shall anything be done thereon which constitutes a nuisance or which may be or may become an annoyance to the neighborhood.

12. TEMPORARY STRUCTURES OR EMBLEMMENTS. No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle without a current license tag, or any tent, shack, barn or other outbuildings which exceeds six (6) feet in height or is in excess of eight (8) feet in width and ten (10) feet in length, shall be erected, placed, driven onto, altered or permitted to remain on any Lot at any time, either temporarily or permanently, without the prior written consent of the Architectural Control Committee. No mobile home or preconstructed building of any kind may be moved upon any Lot for any purpose save and except that Developer or its successors or assigns, or duly authorized agents may utilize temporary structures for a sales office or construction office which may be moved onto a Lot. This provision shall not apply to vehicles, equipment or temporary structures utilized by Developer when engaged in construction or repair work, or such work as may reasonably be necessary for the completion of the subdivision as a residential community and the disposition of Lots by sale, lease, or otherwise.

13. TRUCKS, BUSES AND TRAILERS. No truck, bus, motor home or trailer shall be parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot as to be visible from the street.

14. SIGNS AND SALES PROGRAM. No signs of any kind shall be displayed for public view on any Lot excepting that one professional sign of not more than three (3) square feet in size, one sign of not more than one hundred (100) square feet advertising the Property for sale or rent, or signs of modest dimensions used by a builder to advertise the Property during the construction and sale period may be permitted. The "for sale" sign on any new construction shall be as approved by the Architectural Control Committee.

15. OIL, GAS, MINERAL, MINING AND EXCAVATION OPERATIONS. No oil, gas, mineral, mining or excavation operations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil, gas or other mineral development operations, refining, quarrying, or mining operations shall at any time be permitted upon any Lot or other area within the subdivision. No oil wells, derricks or tanks, tunnels, mineral excavations or shafts designed for oil or gas production or exploration or for the mining of any other mineral shall ever be permitted upon any Lot or any other area of the subdivision.

16. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small and domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

17. STORAGE AND VEHICLE REPAIRS. If open carports are used, no unsightly storage shall be permitted therein that is visible from the roads. No boat, trucks or unsightly vehicles shall be stored or kept for the purpose of repair on any Lot, except in enclosed garages or storage facilities protected from the view of the public and other residents.

18. MAINTENANCE OF LOTS. The owner of each Lot shall keep grass, weeds and vegetation trimmed or cut so that the same shall remain in a neat and attractive condition. No fence, wall or shrub or other structure or planting which obstructs sight lines shall be permitted without the specific approval of the Architectural Control Committee. The digging or removal of dirt or other surface material from any Lot, except as necessary in connection with landscaping or construction of improvements, is prohibited.

19. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

20. MASONRY REQUIREMENTS. Residential buildings located on interior Lots shall have a minimum of twenty-five percent (25%) of their exterior walls of the first floor of stone or masonry construction. Residential buildings located on corner Lots shall have a minimum of fifty percent (50%) of the ground floor exterior walls facing streets of stone or masonry construction. In computing these percentages, (1) all gables shall be excluded from the total area of exterior walls; (2) all windows and door openings shall be excluded from the total area of the exterior walls; and (3) stone and masonry used on fireplaces, chimneys and walls of an attached garage may be included in the computation as stone or masonry used. A substitute for the masonry requirements of certain select cedar, redwood or other similar materials may be submitted to the Architectural Control Committee for approval.

21. UTILITIES AND UNDERGROUND ELECTRIC SYSTEM. All buildings constructed on any Lot shall be connected to the City of Austin or Municipal Utility District utility services. An underground electric distribution system will be installed to serve all Lots in the subdivision, provided, however, perimeter Lots may be served by overhead electrical lines and in such event the owner of such perimeter Lots so served shall provide for overhead connection. The owner of each Lot shall, at his own cost and expense, furnish, install, own and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances (except as herein provided) from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each owner shall also install, furnish, own and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character.

22. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the Lots within the subdivision has been recorded, agreeing to change such covenants in whole or in part.

23. ENFORCEMENT. Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Reasonable attorney's fees shall be allowed to any party prevailing in any action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument.

24. RELEASE OF RESTRICTIONS. Notwithstanding any provision of this instrument to the contrary, the Architectural Control Committee shall, with the written consent of the owners of not less than ninety percent (90%) of the Lots in the subdivision, have the right to amend the restrictions set out in this instrument. Upon the recordation of such amended restrictions, reflecting the acceptance of the Architectural Control Committee and the owners of not less than 90% of the Lots in the subdivision, the restrictions set out of this agreement shall automatically and irrevocably terminate and be of no further force and effect as to the property covered by the substitute restrictions.

WITNESS its hand at Austin, Texas, this 8th day of October, 1982.

GUNN-OLSON-STORDAHL JOINT VENTURE

By William T. Gunn, III
William T. Gunn, III,
Managing Venturer

2-99-9652

THE STATE OF TEXAS I
I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared, William T. Gunn, III, Managing Venturer of GUNN-OLSON-STORDAHL JOINT VENTURE, a joint venture partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of October, 1982.

NOTARY SEAL

Carol Kay George Little
Notary Public in and for
Travis County, Texas

My Commission Expires

5-24-86

FILED

OCT 21 5 00 PM '82

Laris H. Hines
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
I hereby certify that this instrument was FILED on the
state and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as stamp hereon by me, on

OCT 21 1982



Laris Hines
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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