

DECLARATION OF COVENANTS AND RESTRICTIONS

3-25-2232

TANGLEWOOD FOREST SECTION FIVE

AM 27-83-1268 \* 11.1

THIS DECLARATION, made by WILSON DEVELOPMENT CORPORATION, a Texas corporation with principal offices in Travis County, Texas, "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of all lots in Tanglewood Forest Section Five, a subdivision in Travis County, Texas, according to the map or plat of record in Book 83, Pages 64B-64C, 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 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:

DEED RECORDS  
Travis County, Texas

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All lots in Tanglewood Forest Section Five, a subdivision in Travis County, Texas, according to map or plat thereof of record in Book 83, Pages 64B-64C 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 Building 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 two (2) persons. The initial members of the Committee shall be Doyle Wilson and Rob L. Harbison. 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. 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 single family residence, exclusive of porches and garages shall contain less than eight hundred (800) square feet. No Duplex Residential Building, exclusive of porches and garages, shall contain less than one thousand six hundred (1,600) 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.

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

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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. Doyle Wilson is hereby appointed, and all Owners by acceptance of a conveyance subject to this Declaration shall be deemed to make, constitute and appoint Doyle Wilson 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, applications, consents to vacation or other instruments as said Doyle Wilson 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 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, 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 an easement upon, across, over and under all of the Property an 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 EMPLACEMENTS. No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or 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. Consent shall not be given by the Architectural Committee unless such structure or emplacement is located within a fenced yard and is not visible from adjoining lots and streets. 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

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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 larger than a three-quarter ton pickup, 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 larger than a three-quarter ton pickup, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot so 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 foot 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 any Lot shall have a minimum of fifteen percent (15%) of their exterior walls of the first floor 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. 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

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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.

22. 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.

23. 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 a majority 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 a majority 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 13th day of June, 1983.

WILSON DEVELOPMENT CORPORATION

NO SEAL

By [Signature]  
JOHN F PATTON VICE-PRESIDENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN F. PATTON, VICE-PRESIDENT of WILSON DEVELOPMENT CORPORATION, a Texas corporation, 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 13th day of June, 1983.

NOTARY SEAL

Frank B. Brown IV  
Notary Public State of Texas  
My Commission Expires 8/5/84

[Signature]  
Notary Public in and for  
STATE OF TEXAS  
My Commission expires 8-5-84

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped herein 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

JUN 27 1983



[Signature]  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED  
JUN 27 1 36 PM '83  
CLERK  
TRAVIS COUNTY, TEXAS