

FILE COPY

WHEREAS, Raymond E. Mitchell, Trustee, is the owner of Forest North Estates, Phase One, a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Volume 6, Pages 82 and 83, Plat Records of Williamson County, Texas; and,

WHEREAS, it is the desire of such owner that restrictions, conditions and covenants be placed on such subdivision in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said subdivision,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Forest North Estates, Phase One:

1. DESIGNATION OF USE. Except for lots "A" through "F", inclusive, all lots shown on the plat of Forest North Estates, Phase One, shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on upon any of said residential lots. Lots "A" through "F", inclusive, shall be used for commercial purposes for the operation of local retail business, but shall not be used for manufacturing purposes or any business where noise, smoke or fumes may annoy residents in the subdivision, nor shall they be used for automotive repair or junk yards.

2. GROUND FLOOR AREA. The ground floor area of the main structure of the residences, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for one-story dwellings, nor less than 700 square feet for dwellings of more than one story.

3. GARAGE AND DRIVEWAY. A garage or carport of at least two-car capacity shall be erected for or as a part of each residence, and such garage or carport shall have a one-ribbon driveway of asphalt or concrete going to the pavement in the street.

4. CONSTRUCTION AND MATERIALS. All dwellings shall be of recognized standard construction and materials.

5. BUILDING SETBACK LINES. No structure shall be located or erected on any lot nearer to the front lot line or nearer to the side lot line than shown on the plat of this subdivision, nor shall any structure be located nearer than 5' to any interior lot line.

6. OUTBUILDINGS. No structure of a temporary character, nor a tent, trailer, mobile home, barn or shack shall ever be placed on any of the lots in this subdivision for use as a residence either temporarily or permanently.

7. ANIMALS. No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. TRASH. No junk or abandoned automobiles, automotive parts, abandoned appliances or any other trash or rubbish shall be permitted to remain upon any

shall not be kept except in sanitary containers. All trash, garbage and other waste shall be disposed of by removing the same from this subdivision, and shall not be burned in this subdivision.

9. FENCES, WALLS AND HEDGES. No fence, wall or hedge shall be built or maintained forward of the building set-back line on any lot.

10. COMMERCIAL LOTS ARCHITECTURAL CONTROL. No building shall be erected or placed on any of said commercial lots until the building plans together with the specifications and a plot plan have been submitted to and approved by Raymond E. Mitchell or his successor or a representative designated by him in writing. In the event such building plans, specifications and plot plan are not approved or disapproved within thirty days following the date on which the same are submitted for approval, then proper approval of the building plans and specifications and of the plot plan shall be conclusively presumed to have been had and obtained.

11. BINDING PERIOD OF RESTRICTIONS. These restrictions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in this subdivision whether by purchase, assignment, devise or descent or otherwise, and every person by the acceptance of title to any lot herein shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five years from the date this instrument is recorded, after which time, the same shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in this subdivision has been recorded, agreeing to change said restrictions, conditions covenants and uses in whole or in part.

12. ENFORCEMENT AND PENALTY PROVISIONS. If any person or persons shall violate or attempt to violate any provisions herein contained, it shall be lawful for any person or persons owning any of the lots in this subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such provisions to prevent such violation or attempt thereof or to recover damages for such violation. Invalidation of any one or part of these provisions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 17th day of April, 1972.

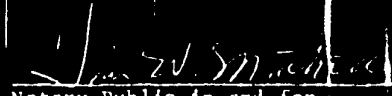

Raymond E. Mitchell, Trustee

THE STATE OF TEXAS I
 I
COUNTY OF WILLIAMSON I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RAYMOND E. MITCHELL, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of April, 1972.

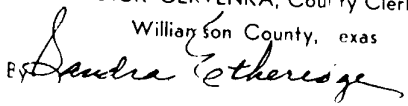



Notary Public in and for
Williamson County, Texas.

Filed for Record on the 11 day of
Duly Recorded this the 11 day of

May
May

A. D. 1972, at 8:00 o'clock A. M.
A. D. 1972, at 2:40 o'clock P. M.

DICK CERVENKA, County Clerk
Williamson County, Texas
By  Deputy

WHEREAS, Raymond E. Mitchell, Trustee, is the owner of Forest North Estates, Phase Two, a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Volume 7, Pages 29-31, Plat Records of Williamson County, Texas; and,

WHEREAS, it is the desire of such owner that restrictions, conditions and covenants be placed on such subdivision in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said subdivision,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Forest North Estates, Phase Two:

1. DESIGNATION OF USE. All lots shown on the plat of Forest North Estates, Phase Two, shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on upon any of said lots.

2. GROUND FLOOR AREA. The ground floor area of the main structure of the residences, exclusive of one-story open porches and garages, shall be not less than 1,500 square feet for one-story dwellings, nor less than 750 square feet for dwellings of more than one story.

3. GARAGE AND DRIVEWAY. A garage or carport of at least two-car capacity shall be erected for or as part of each residence, and such garage or carport shall have a one-ribbon driveway of asphalt or concrete going to the pavement in the street.

4. CONSTRUCTION AND MATERIALS. All dwellings shall be of recognized standard construction and materials.

5. BUILDING SETBACK LINES. No structure shall be located or erected on any lot nearer to the front lot line or nearer to the side lot line than shown on the plat of this subdivision, nor shall any structure be located nearer than 5' to any interior lot line.

6. OUTBUILDINGS. No structure of a temporary character, nor a tent, trailer, mobile home, barn or shack shall ever be placed on any of the lots in this subdivision for use as a residence either temporarily or permanently.

7. ANIMALS. No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. TRASH. No junk or abandoned automobiles, automotive parts, abandoned appliances or any other trash or rubbish shall be permitted to remain upon any lot or street in this subdivision. Household trash, garbage or other waste shall not be kept except in sanitary containers. All trash, garbage and other waste shall be disposed of by removing the same from this subdivision, and shall not be burned in this subdivision.

9. FENCES, WALLS AND HEDGES. No fence, wall or hedge shall be built or maintained forward of the building set-back line on any lot.

10. BINDING PERIOD OF RESTRICTIONS. These restrictions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in this subdivision whether by purchase, assignment, devise or descent or otherwise, and every person by the acceptance of title to any lot herein shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five years from the date this instrument is recorded, after which time, the same shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in this subdivision has been recorded, agreeing to change said restrictions, conditions, covenants and uses in whole or in part.

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11. **ENFORCEMENT AND PENALTY PROVISIONS.** If any person or persons shall violate or attempt to violate any provisions herein contained, it shall be lawful for any person or persons owning any of the lots in this subdivision to prosecute proceedings at law or in equity against the persons or person violating or attempting to violate such provisions to prevent such violation or attempt thereof or to recover damages for such violation. Invalidation of any one or part of these provisions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 21st day of September, 1972.

Raymond E. Mitchell
Raymond E. Mitchell, Trustee

THE STATE OF TEXAS }
 }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RAYMOND E. MITCHELL, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 1972.

Jerry N. Reiche
Notary Public in and for
Travis County, Texas.

Filed for Record on the 10 day of
Duly Recorded this the 11 day of

Oct
Oct

A. D. 1972, at 4:30 o'clock P. M.
A. D. 1972, at 2:15 o'clock P. M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By *Kathleen Walton* Deputy

~~THE STATE OF TEXAS~~

~~2000~~

~~THE STATE OF TEXAS~~

THE STATE OF TEXAS

2996

COUNTY OF WILLIAMSON } ACKNOWLEDGED BY THESE INSTRUMENTS:

That I, E. C. (Lete) Bouffard, not joined herein by my wife for the reason that the property herein conveyed constitutes no part of my homestead, of the County of Williamson, State of Texas, for and in consideration of the sum of Ten & No/100 (10.00) Dollars, to me in hand paid by E. C. Bouffard, the receipt of which is hereby acknowledged and confessed, and for which no lien, either express or implied, is herein retained.

WITNESSETH, SOLD AND CONVEYED, and by these presents do sell, sell and CONVEY unto the said E. C. Bouffard of the County of Williamson, State of Texas, all that certain tract or parcel of land lying and being situated in the City of Georgetown, Williamson County, Texas, and being a part of Lots 2 and 3 in Block 41 of the City of Georgetown, Texas, according to the Revised Map of said City and being a part of land conveyed to C. K. King by J. E. Lewis by deed dated

WHEREAS, FOREST NORTH THREE, a joint venture by and between Raymond E. Mitchell, Gene Bilberry, and City National Bank of Austin, Trustee, acting herein by and through the duly authorized managing venturer, the owner of Forest North Estates, Phase Three (3), a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Volume 7, Pages 76-77, Plat Records of Williamson County, Texas; and,

WHEREAS, it is the desire of such owner that restrictions, conditions and covenants be placed on such subdivision in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said subdivision,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Forest North Estates, Phase Three (3):

1. Designation of Use: All lots shown on the plat of Forest North Estates Phase Three shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on upon any of said lots.
2. Ground Floor Area: The ground floor area of the main structure of the residences, exclusive of one-story open porches and garages, shall be not less than 1,500 square feet for one-story dwellings, nor less than 750 square feet for dwellings of more than one story for all lots shown on said plat except for the following lots which shall have not less than 1,100 square feet for one-story dwellings nor less than 550 feet for dwellings of more than one story: Lots 283 through 292, 295 through 300, 324 through 335, 346 through 349, 361 through 375, 388 through 400, 404 through 423, 433, 434, 461 through 463, 475, 518, and 529 through 539.
3. Garage and Driveway: A garage or carport of at least two-car capacity shall be erected for or as part of each residence, and such garage or carport shall have a one-ribbon driveway of asphalt or concrete going to the pavement in the street.
4. Construction and Materials: All dwellings shall be of recognized standard construction and materials.
5. Building Setback Lines: No structure shall be located or erected on any lot nearer to the front lot line or nearer to the side lot line than shown on the plat of this subdivision, nor shall any structure be located nearer than 5' to any interior lot line.
6. Outbuildings: No structure of a temporary character, nor a tent, trailer, mobile home, barn or shack shall ever be placed on any of the lots in this subdivision for use as a residence either temporarily or permanently.
7. Animals: No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
8. Trash: No junk or abandoned automobiles, automotive parts, abandoned appliances or any other trash or rubbish shall be permitted to remain upon any lot or street in this subdivision. Household trash, garbage or other waste shall

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not be kept except in sanitary containers. All trash, garbage and other waste shall be disposed of by removing the same from this subdivision, and shall not be burned in this subdivision.

9. Fences, Walls and Hedges: No fence, wall or hedge shall be built or maintained forward of the building set-back line on any lot.

10. Binding Period of Restrictions: These restrictions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in this subdivision whether by purchase, assignment, devise or descent or otherwise, and every person by the acceptance of title to any lot herein shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five years from the date this instrument is recorded, after which time, the same shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in this subdivision has been recorded, agreeing to change said restrictions, conditions, covenants and uses in whole or in part.

11. Enforcement and Penalty Provisions: If any person or persons shall violate or attempt to violate any provisions herein contained, it shall be lawful for any person or persons owning any of the lots in this subdivision to prosecute proceedings at law or in equity against the persons or person violating or attempting to violate such provisions to prevent such violation or attempt thereat or to recover damages for such violation. Invalidation of any one or part of these provisions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 2nd day of January, 1974.

FOREST NORTH THREE

by: Raymond E. Mitchell
Raymond E. Mitchell
Managing Venturer

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Raymond E. Mitchell, 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 purposes and consideration therein expressed, as the act and deed of said Joint Venture, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of January, 1974.

Paul A. Knight
Notary Public in and for
Travis County, Texas.

Filed for Record on the 21 day of Jan
Duly Recorded this the 22 day of Jan

A. D. 1974, at 8:00 o'clock A. M.
A. D. 1974, at 10:55 o'clock A. M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By Barbara Sheffield Deputy

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THE STATE OF TEXAS
 COUNTY OF WILLIAMSON

X
 X
 X

RESTRICTIVE COVENANTS
 FOREST NORTH ESTATES
 PHASE FOUR

9898

WHEREAS, RAYLIN DEVELOPMENT CO., a Texas corporation, acting herein by and through its duly authorized officer, the owner of Forest North Estates, Phase Four (4), a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Volume 10, Pages 10-12, Plat Records of Williamson County, Texas; and,

WHEREAS, it is the desire of such owner that restrictions, conditions and covenants be placed on such subdivision in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Forest North Estates, Phase Four (4):

1. Designation of Use. All lots shown on the plat of Forest North Estates, Phase Four (4), shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on upon any of said lots.
2. Ground Floor Area: The ground floor area of the main structure of the residences, exclusive of one-story open porches and garages, shall be not less than 1,500 square feet for one-story dwellings, nor less than 750 square feet for dwellings of more than one story for all lots shown on said plat except for the following lots which shall have not less than 1,100 square feet for one-story dwellings nor less than 550 feet for dwellings of more than one story: Lots 502 through 507, inclusive, and Lots 519 through 528, inclusive.
3. Garage and Driveway: A garage or carport of at least two-car capacity shall be erected for or as part of each residence, and such garage or carport shall have a one-ribbon driveway of asphalt or concrete going to the pavement in the street.
4. Construction and Materials: All dwellings shall be of recognized standard construction and materials.
5. Building Setback Lines: No structure shall be located or erected on any lot nearer to the front lot line or nearer to the side lot line than shown on the plat of this subdivision, nor shall any structure be located nearer than 5 feet to any interior lot line.
6. Outbuildings: No structure of a temporary character, nor a tent, trailer, mobile home, barn or shack shall ever be placed on any of the lots in this subdivision for use as a residence either temporarily or permanently.

7. Animals: No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. Trash: No junk or abandoned automobiles, automotive parts, abandoned appliances or any other trash or rubbish shall be permitted to remain upon any lot or street in this subdivision. Household trash, garbage or other waste shall not be kept except in sanitary containers. All trash, garbage and other waste shall be disposed of by removing the same from this subdivision, and shall not be burned in this subdivision.

9. Fences, Walls and Hedges: No fence, wall or hedge shall be built or maintained forward of the building set-back line on any lot.

10. Binding Period of Restrictions: These restrictions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in this subdivision whether by purchase, assignment, devise or descent or otherwise, and every person by the acceptance of title to any lot herein shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five years from the date this instrument is recorded, after which time, the same shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in this subdivision has been recorded agreeing to change said restrictions, conditions, covenants and uses in whole or in part.

11. Enforcement and Penalty Provisions: If any person or persons shall violate or attempt to violate any provisions herein contained, it shall be lawful for any person or persons owning any of the lots in this subdivision to prosecute proceedings at law or in equity against the persons or person violating or attempting to violate such provisions to prevent such violation or attempt thereat or to recover damages for such violation. Invalidation of any one or part of these provisions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 24th day of November, 1975.

No Seal
Attest omitted by resolution

RAYLIN DEVELOPMENT CO.

By Raymond E. Mitchell
Raymond E. Mitchell, President

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Raymond E. Mitchell, President of Raylin Development Co., a 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 purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of November, 1975.

[Signature]
Notary Public in and for Travis County, Texas

HARRIS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

8112
RESTRICTIVE COVENANTS
FOREST NORTH ESTATES, PHASE IV-D

* * * * *

WHEREAS, RAYLIN DEVELOPMENT CO., a Texas Corporation, acting herein by and through its duly authorized officer, the owner of Forest North Estates, Phase IV-D, a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Cabinet D, Slides 7-8, Plat Records of Williamson County, Texas; and,

WHEREAS, it is the desire of such owner that restrictions, conditions and covenants be placed on such subdivision in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Forest North Estates, Phase IV-D:

1. Designation of Use. All lots shown on the plat of Forest North Estates, Phase IV-D, shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on upon any of said lots.
2. Ground Floor Area. The ground floor area of the main structure of the residences, exclusive of one-story porches and garages, shall be not less than 1,200 square feet for one-story dwellings, nor less than 600 square feet for dwellings of more than one story, with the heated and cooled living area of dwellings of more than one story to contain not less than 1,200 square feet.
3. Garage and Driveway. A garage or carport of at least two-car capacity shall be erected for or as part of each residence, and such garage or carport shall have a one-ribbon driveway of asphalt or concrete going to the pavement in the street.
4. Construction and Materials. All dwellings shall be of recognized standard construction and materials.
5. Building Setback Lines. No structure shall be located or erected on any lot nearer to the front lot line or nearer to the side lot line than shown on the plat of this subdivision, nor shall any structure be located nearer than five feet to any interior lot line.
6. Outbuildings. No structure of a temporary character, nor a tent, trailer, mobile home, barn or shack shall ever be placed on any of the lots in this subdivision for use as a residence either temporarily or permanently.
7. Animals. No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. Trash. No junk or abandoned automobiles, automotive parts, abandoned appliances or any other trash or rubbish shall be permitted to remain upon any lot or street in this subdivision. Household trash, garbage or other waste shall not be kept except in sanitary containers. All trash, garbage and other waste shall be disposed of by removing the same from this subdivision, and shall not be burned in this subdivision.

9. Fences, Walls and Hedges. No fence, wall or hedge shall be built or maintained forward of the building set-back line on any lot.

10. Binding Period of Restrictions. These restrictions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in this subdivision whether by purchase, assignment, devise or descent or otherwise, and every person by the acceptance of title to any lot herein shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five years from the date this instrument is recorded, after which time, the same shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in this subdivision has been recorded agreeing to change said restrictions, conditions, covenants and uses in whole or in part.

11. Enforcement and Penalty Provisions. If any person or persons shall violate or attempt to violate any provisions herein contained, it shall be lawful for any person or persons owning any of the lots in this subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such provisions to prevent such violation or attempt thereat or to recover damages for such violation. Invalidation of any one or part of these provisions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 30th day of August, 1978.

RAYLIN DEVELOPMENT CO.

BY Raymond E. Mitchell
Raymond E. Mitchell, President

No Seal
Attest omitted by resolution.

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND E. MITCHELL, President of Raylin Development Co., a 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 purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30TH day of August, 1978.

Paul A. Knight
Notary Public in and for Travis
County, Texas.
PAUL A. KNIGHT

THE STATE OF TEXAS }
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 15th day of Sept. A. D. 1978, at 9:30 o'clock A. M., and duly recorded this the 15th day of Sept. A. D. 1978 at 2:45 o'clock P. M. in the Deed Records of said County, in Vol. 729 pp. 79

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Clare Bigler Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

7763

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

RESTRICTIVE COVENANTS
FOREST NORTH ESTATES, PHASE FIVE

WHEREAS, TARA HOMES, INC., a Texas Corporation, acting herein by and through its duly authorized officer, the owner of Lots 426 and 427, in Forest North Estates, Phase Five, a Subdivision in Williamson County, Texas, and RAYLIN DEVELOPMENT CO., a Texas Corporation, acting herein by and through its duly authorized officer, the owner of all lots in Forest North Estates, Phase Five, except Lots 426 and 427, a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Cabinet D, Slides 1-2, Plat Records of Williamson County, Texas; and,

WHEREAS, it is the desire of such owners that restrictions, conditions and covenants be placed on such subdivision in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Forest North Estates, Phase Five:

1. Designation of Use. All lots shown on the plat of Forest North Estates, Phase Five, shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purposes of any kind shall be carried on upon any of said lots.
2. Ground Floor Area. The ground floor area of the main structure of the residences, exclusive of one-story porches and garages, shall be not less than 1,200 square feet for one-story dwellings, nor less than 600 square feet for dwellings of more than one story, with the heated and cooled living area of dwellings of more than one story to contain not less than 1,200 square feet.
3. Garage and Driveway. A garage or carport of at least two-car capacity shall be erected for or as part of each residence, and such garage or carport shall have a one-ribbon driveway of asphalt or concrete going to the pavement in the street.
4. Construction and Materials. All dwellings shall be of recognized standard construction and materials.
5. Building Setback Lines. No structure shall be located or erected on any lot nearer to the front lot line or nearer to the side lot line than shown on the plat of this subdivision, nor shall any structure be located nearer than five feet to any interior lot line.
6. Outbuildings. No structure of a temporary character, nor a tent, trailer, mobile home, barn or shack shall ever be placed on any of the lots in this subdivision

or use as a residence either temporarily or permanently.

7. Animals. No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. Trash. No junk or abandoned automobiles, automotive parts, abandoned appliances or any other trash or rubbish shall be permitted to remain upon any lot or street in this subdivision. Household trash, garbage or other waste shall not be kept except in sanitary containers. All trash, garbage and other waste shall be disposed of by removing the same from this subdivision, and shall not be burned in this subdivision.

9. Fences, Walls and Hedges. No fence, wall or hedge shall be built or maintained forward of the building set-back line on any lot.

10. Binding Period of Restrictions. These restrictions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in this subdivision whether by purchase, assignment, devise or descent or otherwise, and every person by the acceptance of title to any lot herein shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five years from the date this instrument is recorded, after which time, the same shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in this subdivision has been recorded agreeing to change said restrictions, conditions, covenants and uses in whole or in part.

11. Enforcement and Penalty Provisions. If any person or persons shall violate or attempt to violate any provisions herein contained, it shall be lawful for any person or persons owning any of the lots in this subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such provisions to prevent such violation or attempt thereat or to recover damages for such violation. Invalidation of any one or part of these provisions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 30th day of August, 1978.

Attest and Seal omitted
by resolution.

No Seal
Attest omitted by resolution.

TARA HOMES, INC.

By Danny Joe Cate
Danny Joe Cate, President

RAYLIN DEVELOPMENT CO.

By Raymond E. Mitchell
Raymond E. Mitchell, President

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared DANNY JOE CATE, President of Tara Homes, Inc., a 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 purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30TH day of August, 1978.

Paul A. Knight
Notary Public in and for Travis
County, Texas.
PAUL A. KNIGHT