

THE STATE OF TEXAS
 COUNTY OF WILLIAMSON

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RESTRICTIVE COVENANTS
 JOLLY OAKS

10368

WHEREAS, Gary L. Thornton is the owner of Jolly Oaks, a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Volume 8, Pages 52 and 53, 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, the following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Jolly Oaks:

1. Designation of Use. All lots shown on the plat of Jolly Oaks 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 1,200 square feet for one-story dwellings, nor less than 600 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 setback 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 12th day of APRIL, 1974.

Gary L. Thornton
Gary L. Thornton

THE STATE OF TEXAS I
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COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Gary L. Thornton, 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.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of APRIL, 1974.

Paul Knight
Notary Public in and for Travis County, Texas

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 26 day of Apr A. D. 1974, at 9:15 o'clock A M, and duly recorded this the 26 day of Apr A. D. 1974, at 10:05 o'clock A M, in the

Deed Records of said County, in Vol. 586 pp 938

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

By Alma Buggie Deputy

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

THE STATE OF TEXAS
 COUNTY OF WILLIAMSON

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RESTRICTIVE COVENANTS
 JOLLY OAKS, PHASE 2

3545

WHEREAS, CASKEY-THORNTON VENTURE, INC., a corporation organized under the laws of the State of Texas, is the owner of Jolly Oaks, Phase 2, a Sub-division in Williamson County, Texas, as shown by the map or plat thereof of record in Volume 10, Pages 70 and 71, 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, the following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Jolly Oaks, Phase 2:

1. Designation of Use. All lots shown on the plat of Jolly Oaks, Phase 2, 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 1,200 square feet for one-story dwellings, nor less than 600 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 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 setback 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 5th day of October, 1976.

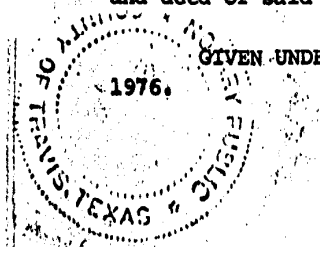
CASKEY-THORNTON VENTURE, INC.

No Seal
Attest omitted by resolution

By Gary L. Thornton
Gary L. Thornton, President

THE STATE OF TEXAS X
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COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Gary L. Thornton, President of Caskey-Thornton Venture, 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 5th day of October,

Ann D. Harris
ANN D. HARRIS
Notary Public in and for Travis County, Texas

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 7th day of Oct. A. D. 1976, at 8:00 o'clock A.M., and duly recorded this the 7th day of Oct. A. D. 1976 at 11:20 o'clock A.M., in the Deed Records of said County, in Vol. 648 pp. 823.

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

By *Barbara Stuyfield* Deputy

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