

1749

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF T E X A S        I  
COUNTY OF WILLIAMSON        I:        KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Springwoods Corporation, the Declarant, is the owner of all that certain real property located in Williamson County, Texas, described as follows:

All of Springwoods II, Section C,D, and E, a subdivision, as shown by the map or plat record in Plat Cabinet E, Slides 97,98,99,100 and 101, Plat Records of Williamson County, Texas.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and shall be binding on all parties having any right, title, or interest in or to the abpve-described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE  
DEFINITIONS

1.01. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or the fee simple title to any Lot or portion of a Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 Properties. "Properties" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in the Plat Records

of Williamson County, Texas, on which there is or will be built a single family dwelling or a two-family dwelling, as described herein. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

(A) "Single Family Lot" shall mean and refer to a Lot on which there is or will be built a single family dwelling. The following lots are established as Single-Family Lots: All of Section II-C; Lots 2-8, Block "B" and Lots 15-18, Block "C" of Section II-D; All of Section II-E.

(B) The following lots are established as "Duplex Lots": Lots 13 and 14, Block "C" of Section II-D.

ARTICLE TWO  
ARCHITECTURAL CONTROL

2.01. Architectural Control Committee. Springwoods Joint Venture shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which committee shall serve at the pleasure of the Springwoods Joint Venture. The original members of the committee shall be Bill Bulloch, Bill Burba and Tim Mathews. The majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor by filing with the committee and the developer a written designation of the successor. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to act until the member or members have been replaced. A decision of a majority of the committee shall be binding on all members thereof.

2.02. Approval of Plans and Specifications. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

2.03 Failure of Committee to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had. All plans and specifications shall be delivered to the Architectural Control Committee not less than thirty days prior to the date construction is to be commenced at the office of Nash Phillips/Copus, Inc., 6010 Brooks Street, Austin, Travis County, Texas, or such other address as the Committee may designate, certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received by the Committee shall be considered the date of delivery.

ARTICLE THREE  
EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Springwoods Joint Venture or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the Buildings and any other improvements erected thereon, all at the expense of the Owner.

ARTICLE FOUR  
USE RESTRICTIONS

4.01. Type of Buildings Permitted. All Lots shall be used for residential purposes only. No buildings shall be erected, altered, placed, or permitted to remain on any Single Family Lot other than one detached single family dwelling not to exceed two and a half stories in height together with a private garage for not more than two automobiles; no building shall be erected, altered, placed or permitted to remain on any Duplex Lot, other than one detached two-family (duplex) dwelling not to exceed two stories in height, together with private garages or carports for not more than four automobiles.

4.02. Dwelling Size and Exterior Walls. Any single story residence constructed on said Lots must have not less than 750 square feet of finished,

heated living space, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Any residence containing more than one story must have not less than 1200 square feet of finished, heated living space, exclusive of open or screened porches, terraces, patios, driveways, carports or garages. The exterior walls of any residence shall consist of not less than 15% masonry construction. The Architectural Control Committee may waive any requirement relating to dwelling size and masonry requirements, and such decision shall be binding on all owners of lots encumbered by this declaration.

4.03 Setbacks. No building shall be located on any Lot nearer to front Lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. No side yards at the front building setback line shall be less than five feet on either side. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

4.04 Resubdivision or Consolidation. None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in Paragraphs 4.02 and 4.03 hereon on each resulting building site.

4.05 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

4.06 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.07 Prohibited Residential Use. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

4.08. Signs. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonable necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

4.09. Oil Development Prohibited. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

4.10. Rubbish, Trash, and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that any owner may keep not more than two dogs, two cats, or two other household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

4.12. Fences, Walls, Hedges, and Utility Meters. No fence, wall hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence

on such Lot, except for decorative subdivision entry fences.

4.13 Shrubs and Trees. No shrubs or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

4.14 Trucks, Buses and Trailers. No truck, bus, or trailer shall be left 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, or boat or trailer shall be parked on the driveway or on any portion of any Lot in such manner as to be visible from the street. The term "truck" does not include vehicles uses primarily for personal use. Non-operable vehicles are considered trailers for purposes of this Paragraph.

ARTICLE FIVE  
GENERAL PROVISIONS

5.01. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

5.03. Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarants of the Owner of any Lot subject to this

Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions by this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declaration may be amended during the last year of any such ten (10) year period, by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Real Property Records of Williamson County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarants, this 17 day of MARCH, 1983.

SPRINGWOODS CORPORATION

Nash Phillips/Copus, Inc.

BY: Emile Jamail Pres.

Jack E. Davis, Sr. V.P.

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared EMILE JAMAIL, of Springwoods 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 as the act of Springwoods Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17<sup>th</sup> day of MARCH, 1982.

Betty Sosby  
Notary Public, State of Texas  
Betty Sosby  
My Commission Expires: 8-25-84

BEFORE ME, the undersigned authority, on this day personally appeared Mr. Jack E. Davis of Nash Phillips/Copus, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of Nash Phillips/Copus, Inc. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of MARCH, 1982.

Mary Ann Guess  
Notary Public, State of Texas  
My Commission expires: 9-84

THE STATE OF TEXAS  
County of Williamson }

I, James N. Boydston, 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 24th day of March A.D. 19 83, at 3:00 o'clock P M., and duly recorded this

the 25th day of March A.D. 19 83, at 9:10 o'clock A M., in the \_\_\_\_\_

Deed \_\_\_\_\_ Records of said County, in Vol. 911 pp 259

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

By Shirley Griffith Deputy

JAMES N. BOYDSTON, CLERK,  
County Court, Williamson County, Texas

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