

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

44751

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, OAK BLUFF JOINT VENTURE, acting by and through its duly authorized Managing Partner, JOHN T. JONES, JR., hereinafter called the Declarant, is the owner of all that certain real property located in Williamson County, Texas, described as follows:

BEING all the lots in OAK BLUFF ESTATES, a subdivision in Williamson County, Texas, according to the map or plat thereof as recorded in Cabinet No. F, Slide Nos. 125-127 of the Plat Records, Williamson County, Texas; as well as any resubdivision of any of the above described lots.

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 above 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

Owner

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02 "Properties" shall mean and refer to that certain real property hereinbefore described.

Lot

1.03 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Cabinet No. F, Slide Nos. 125-127 of the Plat Records of Williamson County, Texas, on

which there is or will be built a single family dwelling. The term "Lot" shall not include any Common Area nor any other reserves as shown on the said map or plat or as hereinafter reserved.

Declarant

1.04 "Declarant" shall mean and refer to OAK BLUFF JOINT VENTURE its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

2.01 Declarant shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons, which committee shall serve at the pleasure of the Declarant, and shall be initially composed of JOHN T. JONES, JR., 500 West 16th Street, Austin, Texas 78701, 512/476-2631; and ROBERT L. LEFFINGWELL, 1910 Sam Bass Road, Round Rock, Texas 78664, 512/244-1110; and thereafter shall be composed of the Board of Directors of the hereinafter described Homeowners' Association.

Approval of Plans and Specifications

2.02 No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, 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 plat plan and the plans and specifications of any and all improvements of whatever nature and kind showing the nature, kind, color, shape, height, materials, and location of the 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.

Failure of Committee to Act

2.03 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 fifteen (15) 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.

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 Declarant 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

Type of Buildings Permitted

4.01 All Lots shall be used for residential purposes only (except for Lot 29, Block "A" on which shall be situated the certain common area amenities and the well and storage facilities for the community water system), and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than six (6) automobiles; all garages shall be attached to the house and shall be either side entry or rear entry. No secondary outbuilding or detached building shall be permitted unless the same is 100% masonry and of the same design as the primary dwelling.

Minimum Floor Area and Exterior Walls

4.02 Any single story residence constructed on said Lots must have a ground floor area of not less than two thousand (2,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than one thousand two hundred (1,200) square feet of ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than one hundred per cent (100%) masonry construction except for one and one-half or two story houses, in which case, the first story shall be one hundred per cent (100%) masonry. The Architectural Control Committee reserves the right to grant a variance to such masonry requirement on a case-by-case basis should the style of architecture of a particular plan not be appropriate or compatible with such masonry requirement.

Setbacks

4.03 No building shall be located on any Lot nearer to the front lot line than thirty-five (35) feet or nearer to the side street line than twenty-five (25) feet. There shall be no building constructed on any lot nearer than twenty-five (25) feet from the rear property line or twenty (20) feet from any side lot line. The access to all lots, except for Lot 25, Block "A", shall be from Woodland Loop and no lot shall be permitted direct access to County Road 122 other than Lot 25, Block "A". 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.

Resubdivision or Consolidation

4.04 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 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front Lot line of less than one hundred thirty (130) feet. It being agreed that the foregoing language shall not apply to Lots 11, 12, 13 and 14, Block "A" which shall be resubdivided into Lots 11, 12, 13 and 14, Block "A" Replat of Lots 11, 12, 13 and 14, Block "A" of Oak Bluff Estates, and in this respect there is reserved unto the Declarant and each individual lot owner grants to the Declarant, its successors and assigns, the specific power of attorney to execute any vacations of plat and/or any future subdivision plats for the resubdivision of any of the lots in Oak Bluff Estates, and in this respect each individual lot owner and/or their heirs and assigns do hereby grant to the Declarant, its successors and assigns, each individual lot owner's specific power of attorney coupled with an interest, which said power of attorney shall not terminate upon the death of any of the lot owners but shall be a covenant running with the land and shall be binding upon any current lot owner of any lot in Oak Bluff Estates or any resubdivision thereof and the acceptance of any deed conveying a lot in Oak Bluff Estates or any resubdivision thereof shall be that lot owner's confirmation and ratification of said specific power of attorney, which specific power of attorney shall not be terminated or revoked unless by a written instrument filed in the Deed Records of the County Clerk of Williamson County, Texas, and executed by both the current lot owner and the Declarant.

Easements

4.05 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

4.06 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.

Prohibited Residential Uses

4.07 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.

Signs

4.08 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 residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Oil Development Prohibited

4.09 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.

Rubbish, Trash and Garbage

4.10 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.

Animals

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

Fences, Walls, Hedges and Utility Meters

4.12 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.

Shrubs and Trees

4.13 No shrub 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 curblines 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 curblines 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 the ground level.

Trucks, Buses and Trailers

4.14 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, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

4.15 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

4.16 It is agreed and understood that there shall be no water wells permitted to be drilled and/or maintained on any lot in the above described subdivision save and except for that one certain existing water well situated on Lot 11, Block "B", and in this respect the water from such well shall not be used for human consumption in any manner and in the event that should any owner of Lot 11, Block "B" ever violate this restrictive covenant, the Declarant or any lot owner in the subdivision or Williamson County shall have the right demand that the owner of Lot 11, Block "B" plug and abandon such well at the sole cost and expense of the owner of Lot 11, Block "B"; and the owner of Lot 11, Block "B" hereby grants to the Declarant and any lot owner in the subdivision and/or Williamson County the right to specifically enforce this covenant and the right to collect a reasonable attorney's fees in connection therewith. There shall also be exempted from this paragraph Lot 29, Block "A", upon which the private water system serving the subdivision is situated as more fully described in Article Five.

ARTICLE FIVE

COMMUNITY WATER SYSTEM AND COMMON AREA

5.01 It is agreed and understood that the community water system for this subdivision is situated on Lot 29, Block "A" and in this respect, the use of Lot 29, Block "A" shall be limited to the well and storage tanks for the community water system and that portion of such lot not needed or encumbered by the well and storage tanks for such water system shall be used as the common area for this subdivision upon which certain common area amenities may be situated and which amenities, if any, shall be maintained and owned by the hereinafter described homeowner's association, and in this respect such common area shall be designated by a separate written instrument that shall in the form of a "use easement" filed against Lot 29, Block "A" of the above referenced subdivision. It being agreed and understood that the fee ownership of Lot 29, Block "A" as well as the community water system shall belong to Oak Bluff Joint Venture, its successors and assigns, and Oak Bluff Joint Venture shall have the right to charge a "tap fee" which shall be not less than an amount equal to the total fees (including but limited to membership fees, installation fees and the cost of the water meter) charged by the Manville Water Corporation for a residential water tap.

ARTICLE SIX

EASEMENTS

Reservation of Easements

6.01 All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Cabinet No. F, Slide Nos. 125-127 of the Plat Records of Williamson County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or street. 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.

ARTICLE SEVEN

HOMEOWNERS' ASSOCIATION, ASSESSMENTS AND RULES

7.01 A "Homeowners' Association" is hereby created to be made up of all the lot owners of OAK BLUFF ESTATES. A Governing Board of Directors of at least three (3) members shall be elected by the lot owners. The lot owners shall have one vote for each lot owned. Election of Directors shall be made annually. The initial Board of Directors shall propose By-laws for the Association governing its operation which shall require the approval of a majority of the votes of the lot owners. Thereafter amendment of such By-laws shall require a three-fourths (3/4) vote of the lot owners.

7.02 Through the Board of Directors, the Homeowners' Association shall have authority to:

(a) Declare and collect an assessment from each lot within the subdivision to provide funds for the maintenance of the common area and any improvements situated thereon and for such other purposes as shall be approved by the Homeowners' Association or Board of Directors. Such assessment procedure shall be established by the By-laws and, if included, shall provide for the affixing of a lien against the property to enforce non-payment thereof, subject however, to the requirement that any such lien affixing procedure shall be subordinate to or shall in no manner adversely affect any mortgagee holding a valid lien upon the property, and subject further to the requirement that no assessment lien affixed upon the property shall be effective until a written notice of Lien Claim be filed in the Deed Records of Williamson County, Texas. The By-laws may provide for an enforcement procedure, including but not limited to the filing of suit for foreclosure of such Assessment Lien and the assessment of attorney's fees incurred to collect or enforce such delinquent assessments.

(b) Contract for and pay for the maintenance of common areas, including the entries to the subdivision and any landscape around such entries.

(c) Promulgate rules and regulations governing the use of said common areas, expressly including reasonable safety rules for such common areas and amenities and the right to establish reasonable rules and regulations with respect to common area and/or amenities and the right to set fines and/or penalties for the enforcement thereof and in this respect the purchaser of each lot shall execute, acknowledge and deliver a performance Deed of Trust in favor of the Homeowners' Association to additionally secure the faithful performance of each lot owner's obligation to abide by such rules, regulations and restrictions.

(d) Serve as the Architectural Control Committee, as hereinabove established, at such time as all of the property within the subdivision has been sold by Declarant.

(e) To enter into a written agreement with the Homeowners' Association of the subdivision known as Oak Bluff Phase 2, a subdivision in Williamson County, Texas, according to the map or plat thereof as recorded in Cabinet E, Slide Nos. 253-259 of the Plat Records of Williamson County, Texas, or the developer of said subdivision for the express purpose of allowing the lot owners of Oak Bluff Estates, or any resubdivision thereof, to use the common area amenities of Oak Bluff Phase 2; and in this respect, such agreement, if any, that may be negotiated between this homeowners' association and the developer or the homeowners' association of Oak Bluff Phase 2, shall be on such terms and conditions as shall be satisfactory to this homeowners' association, and in this respect, such agreement shall provide among other things the right of this homeowners' association to collect an assessment fee from each owner in the Oak Bluff Estates subdivision, or any resubdivision thereof, for its prorata share for the maintenance of such amenities and/or facilities.

(3) Notwithstanding the foregoing, the Association shall begin its operation at such time as Declarant shall have sold the last lot out of the property covered hereby or at the Declarant's option, any any time prior to the sale of the last lot. At such time, Declarant will provide written notice thereof to each lot owner by regular United States mail to the last mailing address shown on the records of Declarant. Such notice will contain a place, date and time of a meeting of lot owners for the purpose of electing the initial Board of Directors and such other business as may be brought before the meeting.

ARTICLE EIGHT GENERAL PROVISIONS

Enforcement

8.01 The Declarant, the Homeowners' Association 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.

Severability


8.02 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.

Duration and Amendment

8.03 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 Declarant, the Homeowners' Association or 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 of this Declaration may be amended during the first 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 Deed 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 Declarant, this 12th day of December, 1984.

OAK BLUFF ESTATES


By: JOHN T. JONES, JR.
Its Managing Partner

THE STATE OF TEXAS

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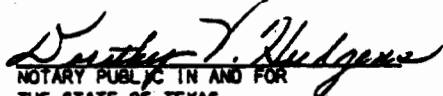
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COUNTY OF TRAVIS

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BEFORE ME, the undersigned authority, on this day personally appeared JOHN T. JONES, JR., Managing Partner of OAK BLUFF JOINT VENTURE, 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 on this the 18th day of December, 1984.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires: 9-22-85
Dorothy V. Hudgens
Printed Name of Notary

FILED FOR RECORD

DEC 27 1984

James S. Ruppel
COUNTY CLERK

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



DEC 28 1984

James S. Ruppel
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS