

2100
B

RESTRICTIVE COVENANT AGREEMENT

DRAFT

STATE OF TEXAS

COUNTY OF TRAVIS

This agreement, made this 3rd day of April, 1994,
by and among the undersigned parties.

WHEREAS, Kenneth P. Hausmann, Lonnie H. Wagstaff, and William Treacy are owners of equal undivided interests in the property described below as tenants in common by virtue of a Warranty Deed from Alfred F. Nurick dated August 5, 1994, which is recorded at Volume 12245, Page 1280, Real Property Records of Travis County, Texas; and

WHEREAS, the property owned by the undersigned is described as follows (hereinafter called the "property"):

Lot Eleven (11) Block A, The Jester Estate, Section One, Phase One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 78, Page 385, Plat Records of Travis County, Texas; and

WHEREAS, Lonnie H. Wagstaff and Juanita G. Wagstaff own the following property:

Lot Ten (10), Block A, The Jester Estate, Section One, Phase One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 78, Page 385, Plat Records of Travis County, Texas; and

WHEREAS, William Treacy owns the following property:

Lot Twelve (12), Block A, The Jester Estate, Section One, Phase One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 78, Page 385, Plat Records of Travis County, Texas; and

WHEREAS, Kenneth P. Hausmann and Debbie Hausmann own the following property:

Lot Twenty (20), Block A, The Jester Estate, Section One, Phase One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 78, Page 385, Plat Records of Travis County, Texas; and

WHEREAS, the undersigned have filed with, and received approval from, the City of Austin to amend the plat for all of the above lots by which the undersigned have partitioned the four original Lots 10, 11, 12 and 20 into Lots 10A, 12A and 20A which are more fully identified and described below:

Lot 10A, amended plat of Lots 10, 11, 12 and 20, Block A, The Jester Estate, Section One, Phase One, a subdivision in Travis County, Texas, and more particularly described in Exhibit A hereto, owned by Lonnie H. Wagstaff and Juanita G. Wagstaff; and

Lot 12A, amended plat of Lots 10, 11, 12 and 20, Block A, The Jester Estate, Section One, Phase One, a subdivision in Travis County, Texas, and more particularly described in Exhibit A hereto, and owned by William Treacy; and

Lot 20A, amended plat of Lots 10, 11, 12 and 20, Block A, The Jester Estate, Section One, Phase One, a subdivision in Travis County, Texas, and more particularly described in Exhibit A hereto, and owned by Kenneth P. Hausmann and Debbie Hausmann.

WHEREAS, for purposes of this Restrictive Covenant Agreement, only the parts or portions of the above three lots which comprised the original Lot 11 as described above are covered and impressed with the additional rights, uses and obligations described hereinafter, such original Lot 11 described by metes and bounds as follows in Exhibit B. Original Lot 11 and those portions of Lots 10A, 12A and 20A covered hereby, are referred to herein as the "property".

WHEREAS, it is the desire and intention of all the parties hereto to restrict said property according to a common plan as to use and permissible construction, so that all of said property shall be benefitted by the preservation of the value and the character of said property; and

WHEREAS, such agreed restrictions shall be in addition to said restrictions recorded in Volume 78, Page 385, Plat Records, and in Volume 7391, Page 321, Volume 8850, Page 41, Volume 10516, Page 200, Volume 10773, Page 50, Volume 11707, Page 34, Volume 11723, Page 1581, and Volume 11374, Page 504, Real Property Records of Travis County, Texas;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements of the parties hereto, each to the others as covenantors and covenantees, and expressly for the benefit of and to bind, their successors in interest, the said parties enter into this Restrictive Covenant Agreement and agree as follows:

I.

PROHIBITION ON RESIDENTIAL STRUCTURES

A. No permanent residential structure of any kind shall be built on the property, including, by way of illustration and not of limitation, any house, cottage, cabin or apartment.

B. No residential structure of a temporary character, including trailers, mobile homes, tents, shacks, garage or other outbuildings shall be built, placed, or used on the property at any time as a residence or for any other use.

C. No garages or driveways shall be constructed on this property, either as an integral part of a residential dwelling or otherwise. Walkways constructed of stone pavers, crushed stone, or other attractive material may be constructed on the property as long as such walkways will not exceed six feet (6') in width.

D. No improvement shall be placed or altered on the property until the building plans, specifications, and site plans showing the location of such improvements on the property have been approved in writing by the above parties and the Jester Estate Architectural Control Board, and any other authority having jurisdiction thereof.

II.
NOXIOUS USES PROHIBITED

The property and improvements on the property, if any, shall not be used so as to disturb the neighborhood, or occupants or owners of adjoining property, or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto. Nor shall such property and improvements be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other such material. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to the property.

III.
ANIMALS

No animals or birds shall be maintained on the property except when such animal is under the immediate personal supervision and command of its owner or handler or otherwise physically restrained from leaving the premises of its owner or handler.

IV.
TRAILERS, BOATS, AND MOTOR VEHICLES

No mobile home, trailer of any kind, dumpster, motorized vehicle, permanent tent or other similar structure, boat, or inoperable motor vehicle of any type shall be stored, temporarily or otherwise, maintained, constructed, reconstructed or repaired upon the property.

V.
MACHINERY AND EQUIPMENT

Without the approval of the homeowners listed above, no machinery or equipment of any kind shall be placed, operated or

maintained upon or adjacent to the property except such machinery or equipment as is usual and customary in Travis County, Texas, in connection with the use or maintenance of a private residence or appurtenant structures located on an adjacent lot; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency or a public facility when performing its governmental functions.

VI.
SIGNS

No signs whatsoever, movable or affixed, including but not limited to, commercial and similar signs which are visible from neighboring property shall be erected or maintained on the property except as permitted by city ordinance and except:

- A. such signs as may be required by law,
- B. "For Sale" signs providing there shall not be more than one such sign on the property.

Nothing herein shall permit erection of a sign in violation of any city ordinance.

VII.
SPECIFICALLY PERMITTED USES

Owners shall be permitted to landscape the property and their respective portions of the property as have been established by amendment of the Plat. Any such landscaping shall be consistent with the topography and natural vegetation of the area and may consist of any appropriate groundcover, trees, shrubs, or decorative plants except that no trees or shrubs will be planted that block any owners' view or over the line of sight and across said property or any of said sublots. No cottonwood or sycamore trees shall be planted on the property, nor shall any plant variety be planted, that produce an excess of airborne seeds or allergens. Owners may extend existing fence lines or walls from adjacent lots onto their portions of the property as long as new fencing or walls shall be of a construction consistent with that located on adjacent lots, that is, constructed of native limestone or rock of other similar appearance and wrought iron so long as the wrought iron permits an open view after completion. No fence shall exceed six feet in height or shall block any owners' view across the property or any of said sublots. Trees may be cut to preserve the line of sight presently enjoyed by the owners from their respective adjacent lots.

VIII.
RESTRICTIONS TO RUN WITH LAND

These provisions are hereby declared to be conditions, uses, and covenants running with the land and shall be fully binding on

all persons who shall acquire Lots 10A, 12A and 20A, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any of the said Lots shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses, and covenants, which shall be binding until January 1, 2030. On or after January 1, 2030, said conditions, restrictions, uses, and covenants shall be automatically extended for successive periods of ten (10) years unless changed in whole or part by all of the then owners.

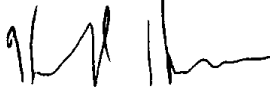
IX.

Enforcement of these restrictions shall be by proceedings at law or at equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions, and uses herein described shall ever operate as a waiver of the operation of or the endorsement of any such covenant, restriction, or use. Invalidation of any one or any part of the conditions, restrictions, uses, or covenants by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

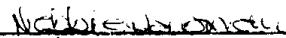
X.

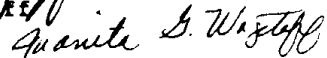
To the extent this instrument this instrument conflicts with the restrictions in instruments recorded at Volume 78, Page 385, Plat Records, and those at Volume 7391, Page 321, Volume 8850, Page 41, Volume 10516, Page 200, Volume 10773, Page 50, Volume 11707, Page 34, Volume 11723, Page 1581, and Volume 11374, Page 504, Real Property Records of Travis County, Texas, the provisions of this instrument shall govern and control.

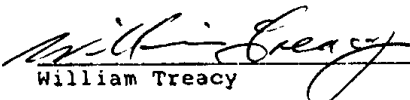
In witness whereof the parties hereto have executed this agreement on the day and year first above-written.

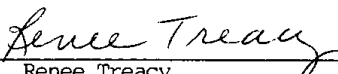

Kenneth P. Hausmann


Lonnie H. Wagstaff


Debbie Hausmann

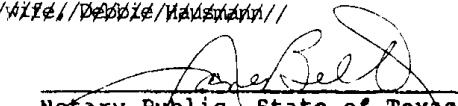

~~Lonnie H. Wagstaff~~
Juanita G. Wagstaff


William Treacy

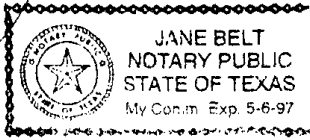

Renee Treacy

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on April 3,
1997, by Kenneth P. Hausmann ~~and wife Debbie Hausmann~~

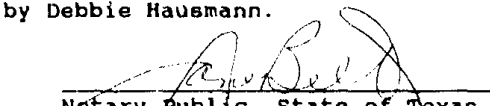


Notary Public, State of Texas

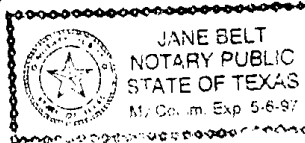


STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on
April 3, 1997, by Debbie Hausmann.

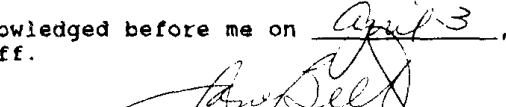


Notary Public, State of Texas

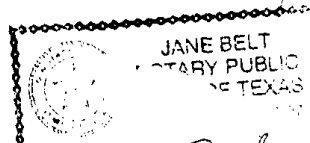


STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on April 3,
1997, by Lonnie H. Wagstaff.

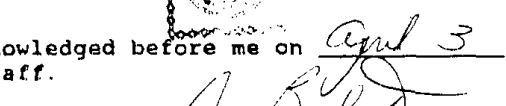


Notary Public, State of Texas

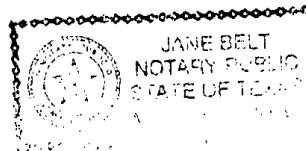


STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on April 3,
1997, by Juanita G. Wagstaff.



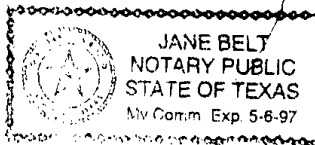
Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on April 3,
1997, by William Treacy. and wife, Renee Treacy

Jane Belt
Notary Public, State of Texas



Return:

John Witherspoon
2501 N. LAMAR Blvd,
Austin, TX. 78705

FILED

97 APR -8 PM 2:56

DANA C. LAUDON
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
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 Travis County, Texas, on

APR 8 1997



Uma Johnson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORD# 20012725 TRANS# 00032 OFFICE REGULAR RECORD \$21.00
CASH/FEES: 147.00 FILE DATE: 4/8/97 TRANS DATE: 4/8/97
PAID BY: JED# 444 REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12908 0651



JESTER BLVD

5902

LOT 12A

LOT 20A

LOT 10A

CHERRY DR

LIGUSTRUM CV

5998

7099

7007

JUNEBERRY CV

8098

WINTERBERRY DR