

RESTRICTIONS, COVENANTS AND CONDITIONS

2-97-1770

STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WILSON DEVELOPMENT CORPORATION (the Developer) owner of all of the lots in JESTER ESTATES, SECTION I, PHASE II, a subdivision in Travis County, Texas, being the same property as that certain 93.89 acre tract of land out of the A. E. Patton Survey No. 541, in Travis County, Texas, such tract being more particularly described in Exhibit "A" attached hereto and included herein by reference for all purposes, does hereby impress all of the property included in said subdivision with the following restrictions, covenants, conditions and uses:

1. Designation of Use: All lots as shown on the plat of said subdivision (the "Plat"), when the same shall have been recorded in the Plat Records of Travis County, Texas, shall be used for single family residences with not more than one (1) residence on any lot and shall not be used for any trade or profession.

No obnoxious or offensive trade or profession shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No cattle, hogs, poultry, horses or other animals may be kept on any part of JESTER ESTATES, SECTION I, PHASE II. This paragraph shall not, however, preclude the keeping of pets such as are ordinarily kept as pets in residential subdivisions, provided that they are not kept or bred for any commercial purposes.

2. Platted Easements and Restrictions: The Plat dedicates certain streets and easements and establishes certain limitations, reservations and restrictions applicable to JESTER ESTATES, SECTION I, PHASE II. Said subdivision is also subject to Non-Development/Conservation easements filed of record in Volume 6821, Page 1889, and Volume 6820, Page 1797, of the Deed Records of Travis County, Texas. All such dedications, limitations, restrictions and reservations are incorporated herein by reference and made a part hereof for all purposes as if fully set

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permitted to remain on any lot, nor shall any structure of temporary character be used at any time as a residence thereon. Vehicles of the type now commonly referred to as a "camper", "camper bus", "camper home", "trailer home" or other similar structure for temporary residential use and boats and boat trailers may be kept on a lot provided (i) such vehicle is not visible from any street in the subdivision; (ii) that such vehicle is not occupied as a temporary or permanent residence while situated on any lot; (iii) that no more than one such vehicle may be kept on any one lot; (iv) that such vehicle remain on wheels so as to be readily mobile; and (v) that such vehicle be for the personal use of the occupant of the lot and not for lease or rent.

4. Separate Garages, Guest Houses, etc.: A separate garage building, servants' quarters of one story, or a one-story guest house not to exceed 800 square feet of floor area will be permitted. Such structure must be attached to the main dwelling and the main dwelling must be substantially completed prior to the erecting of such structure. All other restrictions, covenants, conditions and uses herein must be met and satisfied with respect to any such structure.

5. Minimum Lot Size: No resubdivision of existing lots shall be made which would create an additional lot, but this shall not prevent the modifying or removal of boundaries of original lots, provided that each modified lot has at least sixty-five (65) feet of street frontage.

6. Size and Construction of Dwelling: All dwellings shall be of recognized standard construction. The main dwelling erected on any lot, if one story, shall cover not less than 1,700 square feet of floor area, of which not less than 1,300 square feet shall be in the house proper, exclusive of garage and porches; if the main dwelling is one and one-half stories, not less than 1,200 square feet shall be in the first floor area in the house proper, exclusive of garage and porches; and if the main dwelling is a full two stories, not less than 1,900 square feet shall be in the first floor area in the house proper, exclusive of garage and porches. Ornamental structures, fences and walls are permitted, subject to prior approval in

2-97-1772

line than twenty-five (25) feet; nearer to any side lot line than five (5) feet, except that the total combined set-back from both sides shall in no event be less than fifteen (15) feet; or nearer to the rear lot line than twenty (20) feet.

No fence, wall or hedge more than four (4) feet in height shall be maintained forward of the forwardmost point of the main dwelling, excluding carports and chimneys. No outside antennae, aerial or guy wires of any type shall be erected or maintained on any portion of any lot.

8. Architectural Control: For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developer, or in the alternative, an Architectural Committee composed of Doyle Wilson, John Patton and M. J. Hood, reserves the right to regulate and control the buildings or structures or other improvements placed on each lot. In the event of death or resignation of any member or members of the Architectural Committee, the Developer shall appoint a successor member or members. No building, wall, fence or other structure shall be placed upon such lot until the plan therefor and the lot plan have been approved in writing by the Developer or the Architectural Committee or by an appointee of the Architectural Committee. Two sets of plans and specifications to be approved shall be delivered to the Architectural Committee. One set of such plans and specifications shall remain at the office of the Developer in order that any property owner may check such plans and specifications for compliance with these restrictions.

Refusal of approval of the plans and specifications by the Developer or by the Architectural Committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without prior written approval by the Developer or the Architectural Committee or by an appointee of the Architectural Committee. No dwelling or other structure shall remain unfinished for more than one (1) year after construction of same has been commenced.

The right is reserved for the Developer or the Architectural Committee to

2-97-1773

9. Maintenance of Lot: The owners and occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment, except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. The owners or occupants shall not permit the accumulation of garbage, trash or rubbish of any kind on their lot.

10. Notice: All notices relating hereto shall be deemed to have been properly sent to any owner or occupant of a lot when mailed, postage prepaid, to the street address of the owner's or occupant's lot.

11. General Provisions: These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in JESTER ESTATES, SECTION I, PHASE II, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of the subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1995. On and after January 1, 1995, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by a vote of three-fourths (3/4) majority of the then owners of the lots in JESTER ESTATES, SECTION I, PHASE II. The owner or owners of lots in JESTER ESTATES, SECTION I, PHASE II, shall be entitled to one vote per lot.

12. Penalty Provisions: If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for the Developer or any other person or persons owning any of the lots in JESTER ESTATES, SECTION I, PHASE II, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate the terms hereof, to prevent him or them from so doing, or to recover damages for same.

Any person or persons bringing suit to enforce these conditions, restrictions, uses and covenants, if such person or persons prevail, shall be reimbursed all attorneys

2-97-1774

13. Partial Invalidity: Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise affect any of the others, which remain in full force and effect.

WITNESS MY HAND THIS 27 day of September, 1982.

WILSON DEVELOPMENT CORPORATION

BY: [Signature]
DOYLE WILSON, President

ATTEST:

Secretary

STATE OF TEXAS I
 I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared DOYLE WILSON, President of WILSON DEVELOPMENT CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said WILSON DEVELOPMENT CORPORATION for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 27 day of September, 1982.

NOTARY SEAL

[Signature]
NOTARY PUBLIC in and for
Travis County, TEXAS

MARGARET J. DENNING
MY COMMISSION EXPIRES 2-23-88

2-97-1775

THAT CERTAIN

~~THESE BOUNDS ARE FROM THE OFFICE OF COUNTY CLERK, TRAVIS COUNTY, TEXAS~~
A 93.89 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS BEING OUT OF THE A. E. PATTON SURVEY NO. 541; SAID 93.89 ACRES BEING A PORTION OF A 754.03 ACRE TRACT DESCRIBED IN A DEED FROM MABEL B. MORRIS, ET AL. TO THOMAS E. BERRY, TRUSTEE, DATED JULY 23, 1979 AND OF RECORD IN VOLUME 6658 PAGE 2071, TRAVIS COUNTY DEED RECORDS, SAID 93.89 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a southwest corner of said Berry tract, being also the south corner of a 20.08 acre tract as described in an instrument to J. B. Beard recorded in Volume 908 Page 558, Travis County Deed Records, and being in the northeast line of a 177.5 acre tract as described in an instrument to J. B. Beard recorded in Volume 654 Page 537, Travis County Deed Records, and being on the common line of said A. E. Patton Survey No. 541 and the O. Dalton Survey No. 467 as fenced;

THENCE with the common line as fenced of said Berry and 20.08 acre Beard tract the following five (5) courses and distances:

1. N 11° 44' E, a distance of 444.45 feet,
2. N 11° 09' E, a distance of 463.95 feet,
3. N 10° 49' E, a distance of 637.61 feet,
4. N 12° 33' E, a distance of 103.13 feet, and
5. N 09° 07' E, a distance of 66.14 feet;

THENCE leaving said common line and crossing said Berry tract, the following twenty-three (23) courses and distances:

1. S 89° 11' E, a distance of 628.83 feet,
2. S 05° 49' W, a distance of 349.91 feet,
3. S 31° 10' W, a distance of 434.52 feet,
4. S 81° 52' E, a distance of 115.00 feet,
5. S 56° 06' E, a distance of 151.86 feet,
6. S 29° 18' E, a distance of 81.94 feet,
7. N 75° 04' E, a distance of 125.00 feet,
8. N 14° 56' W, a distance of 85.00 feet,
9. N 75° 04' E, a distance of 232.87 feet,
10. N 21° 16' W, a distance of 193.10 feet,
11. N 26° 12' E, a distance of 140.47 feet,

RECORDERS' NOTICE
ALL ORIGINALS OF THIS TEXT
CLEANLY RECEIVABLE FOR

2-97-1776

15. N 80° 56' E, a distance of 475.94 feet,
16. N 83° 56' E, a distance of 700.00 feet,
17. S 38° 56' W, a distance of 791.21 feet,
18. S 20° 10' E, a distance of 177.37 feet,
19. S 55° 00' E, a distance of 201.91 feet,
20. N 29° 18' E, a distance of 502.48 feet,
21. N 56° 00' E, a distance of 471.31 feet,
22. N 77° 30' E, a distance of 631.46 feet, and
23. S 12° 30' E, a distance of 400.00 feet to a point in the southeast line of said Berry tract and the northwest line of a 41.616 acre tract as described in an instrument to First Service Corp. recorded in Volume 4587 Page 623, Travis County Deed Records, said point being in the common line of said A. E. Patton Survey No. 54 and the M. D. Williams Survey No. 49 as fenced;

THENCE with the outboundary of the Jester Estate, Sec. 1, Phase 1, a subdivision of record in Book 78 Pages 385 of the Travis County Plat Records, for the following twenty-seven (27) courses and distances:

1. N 69° 59' W, a distance of 371.18 feet,
2. S 73° 40' W, a distance of 427.67 feet,
3. S 40° 11' W, a distance of 1210.63 feet,
4. S 27° 56' E, a distance of 65.10 feet,
5. S 57° 45' W, a distance of 133.71 feet,
6. S 64° 56' W, a distance of 64.00 feet,
7. a distance of 41.86 feet with the arc of a curve to the left whose central angle is 7° 00' with a radius of 342.53 feet, and whose chord bears S 28° 34' E a distance of 41.83 feet,
8. S 63° 52' W, a distance of 416.46 feet,
9. N 66° 38' W, a distance of 201.95 feet,
10. S 52° 00' W, a distance of 192.95 feet,
11. N 46° 55' W, a distance of 372.20 feet,
12. N 46° 02' W, a distance of 90.00 feet,

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDING

Jester Estate, Sec. 1, Ph. 2
Proposed Outboundary

FN 512 p (GFC)
August 5, 1981
EH&A Job No. 500-03

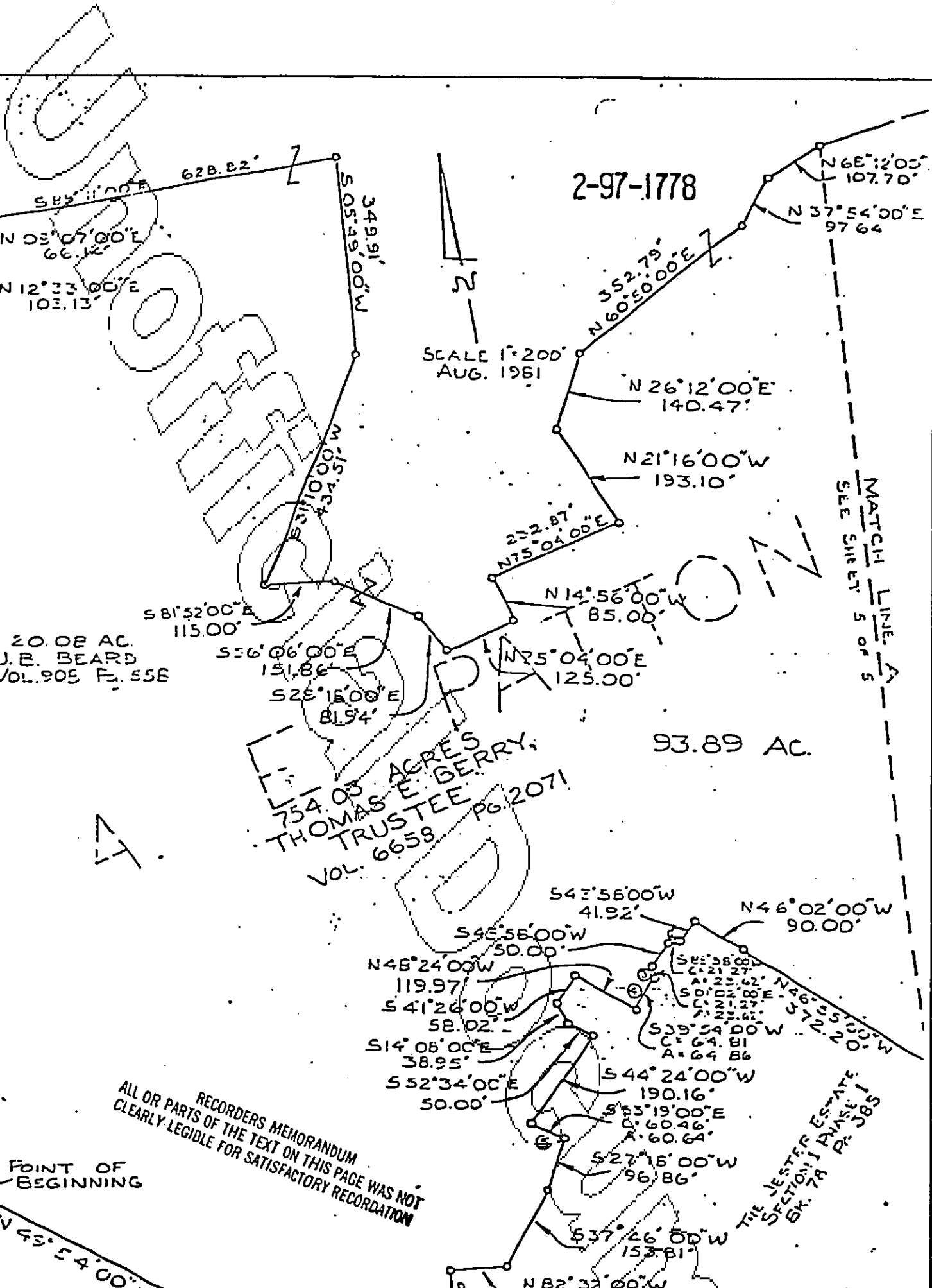
2-97-1777

15. S 43° 58' W, a distance of 50.00 feet,
16. a distance of 23.62 feet with the arc of a curve to the right whose central angle is 90° 00' with a radius of 15.04 feet and whose chord bears S 01° 02' E a distance of 21.27 feet,
17. a distance of 64.86 feet with the arc of a curve to the left whose central angle is 8° 08' with a radius of 456.88 feet and whose chord bears S 39° 54' W a distance of 64.81 feet,
18. N 48° 24' W, a distance of 119.97 feet,
19. S 41° 26' W, a distance of 58.02 feet,
20. S 14° 08' E, a distance of 38.95 feet
21. S 52° 34' E, a distance of 50.00 feet,
22. S 44° 24' W, a distance of 190.16 feet,
23. a distance of 60.64 feet with the arc of a curve to the left whose central angle is 15° 26' with a radius of 225.13 feet and whose chord bears S 53° 19' E a distance of 60.46 feet,
24. S 27° 18' W, a distance of 96.86 feet,
25. S 37° 46' W, a distance of 153.81 feet,
26. N 82° 32' W, a distance of 95.00 feet, and
27. S 11° 26' W, a distance of 295.00 feet to a point in the common line of said Berry tract and the aforementioned 177.5 acre Beard tract, said point being a west corner of said The Jester Estate, Sec. 1, Phase 1 on the common line of the said A. E. Patton Survey No. 541 and the O. Dalton Survey No. 467 as fenced;

THENCE with said common line of said O. Dalton Survey No. 467 and the A. E. Patton Survey No. 541 and said Berry and the 177.5 acre Beard tracts the following two (2) courses and distances:

1. N 51° 01' W, a distance of 220.17 feet, and
2. N 49° 54' W, a distance of 704.79 feet to the POINT OF BEGINNING hereof and containing 93.89 acres of land.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION



2-97-1778

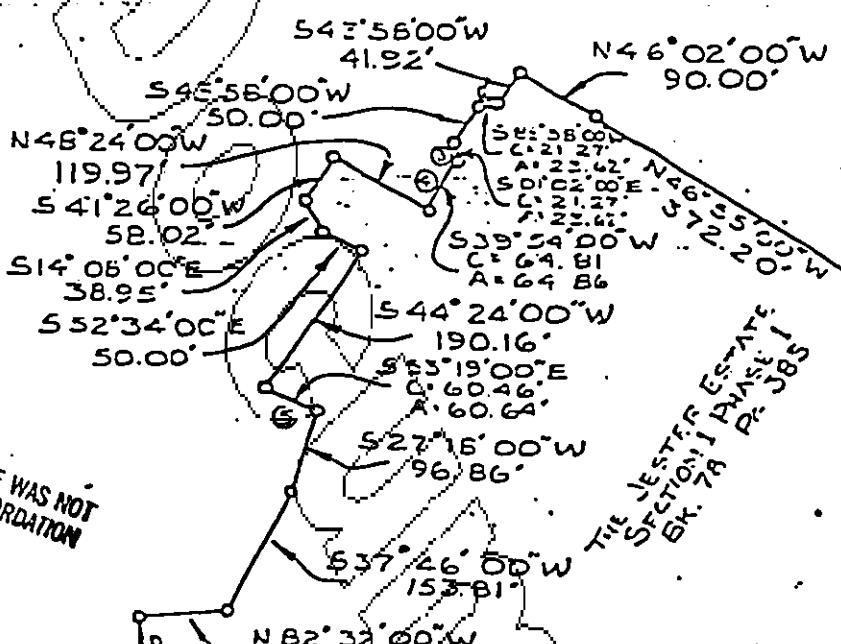
SCALE 1"=200'
AUG. 1961

MATCH LINE
SEE SHEET 5 OF 5

20.02 AC.
J.B. BEARD
VOL. 905 P. 558

754.03 ACRES
THOMAS E. BERRY;
TRUSTEE
VOL. 6658 PG. 2071

93.89 AC.



POINT OF BEGINNING
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
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THE JESTER ESTATE
SECTION 1
BX. 78 P. 385

N 43° 54' 00\"/>

2-97-1779

N 27° 56' 00" E 700.00'
N 83° 56' 03" E

791.21'
S 38° 56' 00" W
520.00' E
172.37'
201.91'
S 55° 00" E
502.48'
N 23° 18' 00" E
471.31'
N 56° 00' 00" E

754.03 ACRES
THOMAS E. BERRY
TRUSTEES
Pa. 2071
Vol. 6658

93.89 AC.

THE JESTER ESTATE
SECTION 1
BK 78

SCALE 1" = 200'
AUG. 1981

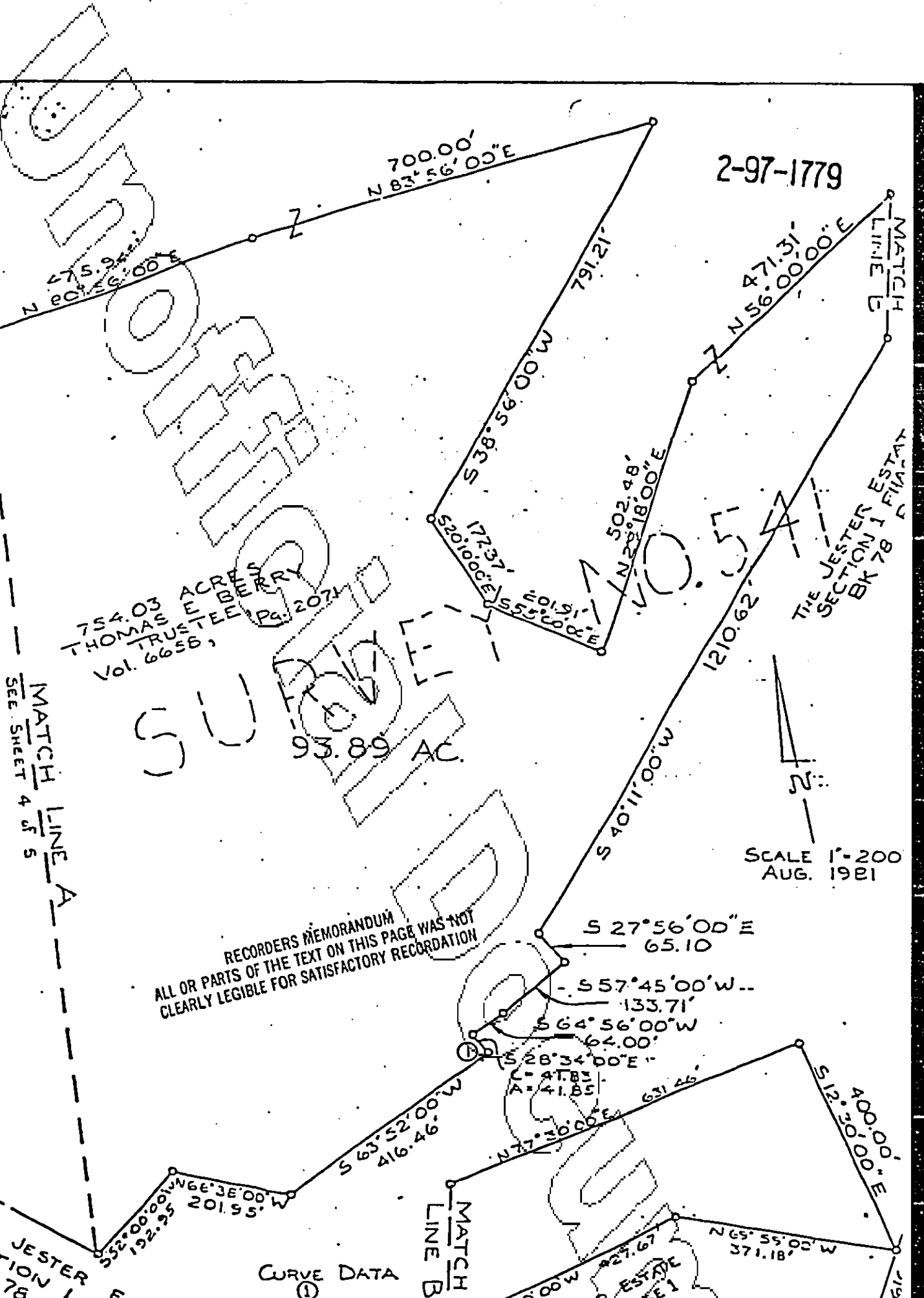
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

MATCH LINE A
SEE SHEET 4 OF 5

MATCH LINE B

CURVE DATA

THE JESTER ESTATE
SECTION 1
BK. 78



FILED

SEP 28 9 46 AM '82

2-97-1780

Barbara Simpson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

UNRECORDED

G.F. # 1321651
CHARGE TO: Jim
TRANSAMERICA TITLE
INSURANCE CO.

Return to:
Transamerica Title

J

NOT RECORDED

7863

53

STATE OF TEXAS
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, as stamp hereon by me, on

COUNTY OF TRAVIS

SEP 28 1982

