

for

DOC. NO.  
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SUPPLEMENTAL RESTRICTIONS, COVENANTS AND CONDITIONS

11:11 AM 4600

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845.09-DOC#  
209.69-CHK#

STATE OF TEXAS §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

Whereas, Jester Land Management Company, a Texas corporation (and successor in interest to Jester Development Corporation) ("Developer") acquired certain real property, out of the Jester Point 2, Section 4, a subdivision in Travis County, Texas, according to the plat thereof of record in Book 84, Pages 45C, 45D, 46A and 46B, Plat Records of Travis County, Texas, more particularly described on Exhibit A hereto; and

Whereas, by instrument entitled Restrictions, Covenants and Conditions recorded in Volume 8850, Page 41, Real Property Records, Travis County, Texas, certain restrictive covenants were imposed upon all of the lots in Jester Point 2, Section 4; and

Whereas, Developer desires to further restrict the Lots (as defined below), as hereinafter provided in order to establish a uniform plan for the development, improvement and sale of the Lots, and to insure the preservation of such plan for the benefit of both the present and future owners;

Now, therefore, Developer does hereby adopt, establish and impose the following covenants, conditions and restrictions upon the Lots described herein, which shall be in addition to the restrictions, covenants and conditions of the Restrictions, and which shall constitute covenants running with the title of the property covered hereby and shall be binding upon and inure to the benefit of Developer, its successors, assigns and all other owners of the Lots.

WITNESSETH

ARTICLE I

DEFINITIONS

Section 1. "Property" shall mean and refer to that certain real property described in Exhibits A, B and C attached hereto and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 2. "Lot" or "Lots" shall mean and refer to a Lot which is described on Exhibit A, to any Additional Lot when added hereto, to any Additional Consenting Lot described on Exhibit C, and other lots added hereto pursuant to Article VII Section 2 hereof as of the time such lots are added.

Section 3. "Developer" shall mean and refer to Jester Land Management Company, a Texas corporation, its successors and assigns, including, but not limited to, any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which acquires all or substantially all of the Lots then owned by Developer (or its subsequent successors in interest), together with their rights hereunder, by conveyance or assignment from Developer, or by judicial or nonjudicial foreclosure, for the purpose of development and/or construction of the Lots

- Section 6. "City" shall mean and refer to the City of Austin.
- Section 7. "County" shall mean and refer to Travis County.
- Section 8. "Unit" shall mean and refer to a structure constructed on a Lot in the Subdivision for occupancy by one person or one family.
- Section 9. "Common Ownership Areas" or "Common Areas" are those areas within the Subdivision, if any, title to which is or will be held by the Association. The Common Ownership Areas, title to which shall be deeded by the Developer to the Association, are described in Exhibit D attached hereto and incorporated herein by reference.
- Section 10. "Board" shall mean and refer to the Board of Directors of the Association.
- Section 11. "Additional Lots" shall mean all lots platted on the property described on Exhibit B hereto as Developer may subdivide or plat such property from time to time.
- Section 12. "Additional Consenting Lot" shall mean any Lot described on Exhibit C for which the owner of such lot has executed a consent to be bound by and covered by these Restrictions, Covenants and Conditions.
- Section 13. "Recreational Lots" shall mean such Lot or Lots now or hereafter designated by the Developer for use as a recreational center.
- Section 14. "Committee" shall mean the Architectural Control Committee as hereinafter established.
- Section 15. "Improvement" shall mean all buildings, structures, parking areas, fences, walls, hedges, poles, driveways, signs, residences, and other matters built, constructed or located on any Lot and all changes and improvements thereto.
- Section 16. "Plat" shall mean each plat, or preliminary plat now or hereafter recorded relating to the Lots or any portion thereof.

#### ARTICLE II

#### JESTER HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 2. Funding. Subject to the terms of this Article II, Developer hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the covenants. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a

increased as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each such Unit (and of each such Unit within any area annexed under the jurisdiction of the Association) in advance in monthly installments. The rate at which each Lot on which a Unit is located will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined annually by the Board at least thirty (30) days in advance of each affected assessment. Said rate and when same is payable may be adjusted from year to year by the Board (or more often than annually, if the Board so requires) as the needs of the Subdivision may in the judgment of the Board require, subject to the limitations specified in the Articles or Bylaws of the Association. Notwithstanding the foregoing, no adjustment in the rate shall exceed for any one year a percentage equal to the fraction, the numerator of which shall be the consumer price index in effect during the year of such change (as hereinafter defined), and the denominator of which shall be the consumer price index base (as hereinafter defined). As used herein, the term "the consumer price index for the year of change" shall mean the national consumer price index for all urban customers (1967 equals 100) specified for "all items," relating to the U.S. city average and issued by the Bureau of Labor Statistics of the United States Department of Labor, in effect on the first day of January in the year such increase or change is to be effected. As used herein, the term "consumer price index base" shall mean the national consumer price index for all urban customers (1967 equals 100) specified for all items relating to the U.S. city average and issued by the Bureau of Statistics of the United States Department of Labor in effect on January 1, 1988. In the event any such index shall hereafter be converted to a different standard reference base or otherwise revised or not available, the determination of any percentage increase shall be made with the use of such conversion factor, formula or table for converting the index or, if the index is not published at all, then with the use of such conversion factor, formula or table as may be published by any other nationally recognized publisher of similar statistical information. When used herein, the term "CPI rate" shall mean the percentage change allowable in any one year. The due dates shall be established by the Board. The Association shall upon written demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessment has been paid for the assessment period.

b. Units Owned by Developer. As to any additional lots added hereto by Developer, no assessment shall be paid thereon until such time as such lots are added to these restrictions, and are improved with completed streets and improvements and such streets and improvements are accepted by the appropriate governmental entity for maintenance. Once added hereto and completed with streets and improvements, such lots shall pay an annual assessment in amounts as established by the preceding paragraph.

c. Purposes of Maintenance Fund. The Association shall establish a maintenance fund composed of Owners' maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common

desirable in the opinion of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Association in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. The fund shall be established and maintained out of regular annual assessments.

Section 4. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of (i) defraying, in whole or in part, the cost of any nonrecurring maintenance; (ii) the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto; or (iii) enabling the Board to carry out the functions of the Association hereunder. The amount of the Special Assessment shall be at the sole discretion of the Board, but shall not exceed in any one year ten percent (10%) of that year's annual assessments. The Association shall not commingle the proceeds of such special assessments with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance, improvements or function in question.

Section 5. Non-payment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate permitted by applicable law. The Association shall have authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his property.

Section 6. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby to be levied on individual Lots as above provided, there shall be reserved in each deed by which the Developer, Owner or their respective successors or assigns shall convey such property, or any part thereof, a Vendor's Lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot. Sale or transfer of a lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Voting Rights. The Association shall have (2) classes of voting membership:

a. Class A. Class A members shall be all Owners with the exception of Developer and shall be entitled to one (1) vote for each Lot

c. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to Article V, Section 6 hereof, or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association.

Section 8. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members, or delivered to their residences, not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If the required quorum is not present at such subsequent meeting, another subsequent meeting may be called subject to the same notice requirement, and the required quorum at such meeting shall be one-half (1/2) of the required quorum of the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Inequality. Neither the Association nor the Board shall set or establish assessments or rates of assessments as to any Lot now existing or hereafter added to these restrictions which creates different classes for payment of such assessments or assesses any Lot differently from any other Lot.

### ARTICLE III

#### BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Number and Election of Board. The number, term and election of the Board of Directors shall be as determined in the Articles of Incorporation and Bylaws of the Association.

Section 2. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

a. Taxes, assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Ownership areas rather than against the individual Owners.

b. Care and preservation of the Common Area, and the furnishing and upkeep of any desired personal property for use in the Common Ownership Areas.

c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ten (10) days prior written notice to the managing party, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

h. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 3. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Ownership Areas on behalf of all Owners.

b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

d. To protect or defend the Common Ownership Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

e. To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected; provided, however, without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of common recreational areas during certain periods by youthful persons, visitors or otherwise.

f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property. If insurance proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

h. To enforce the provisions of this Supplemental Declaration of Covenants, Conditions and Restrictions and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

Section 6. Limitations on Board. Neither the Board nor the Association shall have any power or authority to change, raise or add any assessments or special assessments against any Lots, in excess of the CPI Rate as defined in Article II, Section 3.a., without the vote of at least seventy-five percent (75%) of the Lot Owners.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. An Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, shall be appointed by the Developer, and any and all members of such Committee may be removed by the Developer without cause. Developer shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Committee so long as Developer holds voting membership in the Association, and thereafter such members shall be elected and appointed by the Board. Such Committee shall act by majority vote of the members thereof.

Section 2. Function of Architectural Control Committee. No improvement, as that term is hereinbefore defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Property until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The decision of the Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Content of Plans and Specifications. The plans and specifications to be so submitted and approved shall include the following:

(a) A plot plan showing the location of all improvements, structures, walks, driveways, fences and lot corners and the corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated;

(b) Exterior elevations;

(c) Exterior materials, colors, textures and shapes;

(d) Structural design;

(e) Landscaping plan, including walkways, fences and walls, elevation changes, sprinkler systems, vegetation and ground cover;

(f) Parking area and driveway plan;

(g) Any screen, including size, location and method;

(h) Any exterior illumination, including location and method;

(i) Fire protection system, if required; and

reason, the Committee may, in its discretion, permit such variances or exceptions as it deems necessary or desirable.

Section 6. Failure of the Committee to Act. The Committee shall approve or disapprove such plans and specifications or reject them as being inadequate within thirty (30) days after receipt thereof. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 7. Limitation of Liability. Neither the Developer, the Committee nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

## ARTICLE V

### PROTECTIVE COVENANTS

Section 1. Designation of Use. All Lots of in said Property (except the Recreational Lots) shall be used for residential purposes and shall not be used for any occupation, trade or profession, or other non-residential use. The Recreational Lots, as now or hereafter designated by Developer out of the Exhibit B property, may be used for such public or private recreational facilities and purposes as Developer shall determine. Developer shall have the right to dedicate such portions of the Exhibit B property as parks, greenbelts, easements, streets, and other similar or dissimilar uses as Developer desires, and such uses shall be conforming uses for all purposes. All other Lots made a part hereof by Developer shall meet or exceed the restrictions specified herein.

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.

Section 2. Platted Easements and Restrictions. The Plat of the portion of the Lots described on Exhibit A hereto dedicates certain streets and easements and establishes certain limitations, reservations and restrictions. Portions of said subdivision are also subject to the 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. Except as to the Recreational Lots, all such dedications, limitations, restrictions and reservations are incorporated herein by reference and made a part hereof for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by the Developer conveying any part of the Property subject hereto.

Section 3. Temporary Structures and Garage Apartments. No mobile home, house trailer, tent, shack, garage apartment or out-building shall be placed, erected or 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"



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Section 6. Size and Construction of Dwelling. All dwellings shall be of recognized standard construction. The main dwelling erected on any Lot, of one story, shall cover not less than 2,200 square feet of floor area, of which not less than 1,800 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 1,000 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 writing of the Developer, or in the alternative, by the Architectural Committee. Each dwelling shall be prewired during the construction phase for at least three (3) interior television cable outlets.

Section 7. Set-Back and Antennae. No structure shall, unless first approved by the Architectural Committee, be located or erected on any Lot nearer to the front Lot 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 guywires of any type shall be erected or maintained on any portion of any Lot, except ground mounted satellite dishes which are not visible from any street or roadway.

Section 8. Maintenance of Lot. The owners or 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.

Section 9. 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.

Section 10. Animals. No cattle, hogs, poultry, horses or other animals shall be kept, raised, bred or maintained on any Lot except for a reasonable number of generally recognized domestic house or yard pets, and then solely for domestic and not commercial purposes. The Board shall have a right, in its sole discretion, to determine what is a reasonable number of pets, and what is generally recognized domestic, yard and house pet.

## ARTICLE VI

### TITLE TO COMMON OWNERSHIP AREAS

Section 1. Association to Hold. The Association shall assume all maintenance obligations with respect to any Common Ownership Areas which may be hereafter established.

Section 2. Liability Insurance. From and after the date on which title

general operating account, members, Directors, the management company and other insureds, as their interests may appear.

Section 3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Ownership Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Ownership Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Ownership Areas or for whatever reason, any remaining funds shall be distributed to each Owner on a pro rata basis.

Section 4. Leasing. The Association shall have the right and authority to and, upon the request of Developer shall, lease such common ownership areas to such entity of which owns the Recreational Lots, for such entities and its members exclusive use in connection with a Recreational Center. Such lease shall be for a term of fifty years for the consideration of the annual payment of \$100.00. The Lessee under the lease shall have the right to use and improve and fence such properties lease as it deems desirable.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Term. Unless earlier terminated in accordance with this instrument, the foregoing building and use restrictions which are hereby made conditions subsequent running with the land shall remain in force and effect for thirty (30) years from the date of this instrument at which time the same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then property owners of the Lots shall agree in writing to change said conditions and covenants in whole or in part.

Section 2. Annexation of Additional Property. The Exhibit B property or parts thereof may hereafter be annexed into the jurisdiction of the Association by the Developer in develops sole discretion. The owners of lots so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of any common ownership areas as are or may become subject to the jurisdiction of the Association as a result of such annexation and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund herein set forth, provided that each lot must be annexed subject to an annual maintenance charge and assessment of a uniform, per unit basis equivalent to the maintenance charge imposed hereby, once such Lots are developed as provided in Article II Section 3 hereof. Undeveloped lots or properties annexed hereto by Developer, shall when so annexed be governed as Developer Lot and shall be entitled to votes in the Association as if originally subject to the terms hereof. Developer shall have the right to plat, replat, divide, subdivide, vacate or otherwise change or modify the design and layout any and all such lots or property as it, in its sole discretion, decides. Such lots shall, by a recorded consent to this Supplemental Declaration of Restrictions, Covenants and Conditions, be made subject to the jurisdiction of the Association and entitled to all benefits hereof, upon Developers decision to annex such properties hereunder.

validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any affected Lot.

Section 6. Amendment by Association. The Association shall have the right at any time to amend the terms of these restrictions by a 75% vote of its members, determined by allocating votes as provided in Article II hereof. No such Amendment shall become effective in any event unless contained in a duly executed and acknowledged instrument filed in the Real Property, or other appropriate records of Travis County, Texas.

Section 7. Easements in Favor of Association. The Association, and its duly authorized agents, shall have (a) the right to enter onto any of the Common Areas from time to time to the extent reasonably necessary for the performance of its obligations and the exercise of its rights hereunder, and (b) the additional right to enter onto any of the Lots for the limited purposes of (i) abating nuisances prohibited by this Supplemental Declaration and (ii) performing obligations imposed on Owners hereunder which an Owner has failed to timely perform.

Section 8. Access to Common Ownership Areas. All Owners being members of the Association shall have a nonexclusive right and easement (which is hereby reserved by Declarants in their behalf) of enjoyment in and to the Common Ownership Areas, except that the Association shall have the authority to regulate the use of the Common Ownership Areas by promulgation of rules and regulations therefor.

Section 9. Common Area Landscaping. No Owner shall alter in any manner the landscaping of, or the drainage onto, away from, or across, any Common Area.

Section 10. Conflict. In the event of any actual or perceived conflict between the provisions hereof and the provision of the Bylaws or Rules and Regulations of the Association, the provisions hereof shall control.

Section 11. Consent by Owners. Developer has previously conveyed certain lots located in the Subdivision, which lots are more particularly described in Exhibit C attached hereto and incorporated herein for all purposes. As the Owners of said lots desire to evidence their consent to this Supplemental Declaration of Covenants, Conditions and Restrictions by joining in the execution of this document, they shall execute a consent on the form attached hereto as Exhibit E. In so doing, said Owners acknowledge and agree that their respective Lot or Lots shall be subject to all terms, conditions, covenants and restrictions contained herein.

IN WITNESS WHEREOF, we have hereunto set our hands this 6<sup>TH</sup> day of SEPTEMBER, 1988.

DEVELOPER:

Jester Land Management Company,  
a Texas corporation

By:

Name:

Title:

MARLY J. HOOD

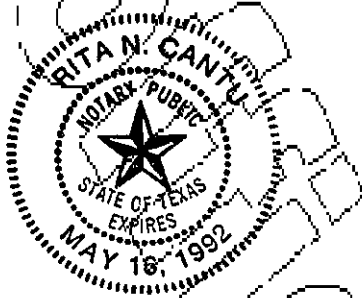
PRESIDENT

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on Sept. 6, 1988, by Murray A. Hood, President, of Jester Land Management Company, a Texas corporation, on behalf of said corporation.



Rita N. Cantu  
Notary Public, State of Texas

\_\_\_\_\_  
(Stamped or Printed Name of Notary)

My Commission Expires: \_\_\_\_\_

supplemental; general;  
jester dev; jr

UNRECORDED

"EXHIBIT A"

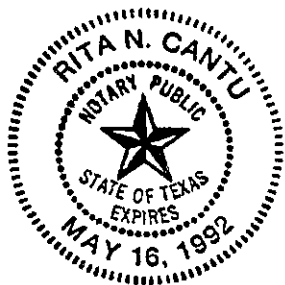
Jester Land Management Company  
Owner of Lots 1, 2, 3, 17, 18, 21,  
22, 23, 26, 27, 28, 30; Block A,  
Lots 2, 5, 7, 8, 9; Block B, Lots  
5, 6, 7, 8, 9, 10, 13, 16, 17, 18,  
22, 23, 24, 25, 28; Block C, Lots  
1, 2, 11, 15, 16, 17, 18, 19, 20,  
21, 22, 23, 24, 25, 26, 27, 28,  
29, 31, 33, 34, 35, 36, 37, 40,  
41, 42, 43, 47, 48, 50, 51, 52,  
53, 54, 55, 60, 61, 62, 63; Block  
D, Lots 1, 2, 3, 4, 5, 6, 7, 8;  
Block E, All in Jester Point 2,  
Section 4, are hereafter brought  
within the jurisdiction of the  
Association.

Maury J. Hood  
Maury J. Hood, President

Date September 6, 1988

STATE OF TEXAS            ))  
                                  ))  
COUNTY OF Texas        ))

This instrument was acknowledged before me on Sept. 6,  
1988, by Maury J. Hood.



Rita N. Cantu  
Notary Public, State of Texas

My Commission Expires. \_\_\_\_\_

"EXHIBIT A" pg 2

Jester Land Management Company, Owner of Lots 3, 4, 5, 6, 19, 28, 29, 32, 33, 34, 35, 40, Block A, and Lots 3, 8, 13, 16, 18, 20, 21, Block B, Jester Point 2, Section 3

and Lots 2, 3, Block A, and Lots 2, 5, Block B, Jester Point 2, Section 2-A

are hereafter brought within the jurisdiction of the association.

Maury J. Hood  
Maury J. Hood, President

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on September 6, 1988, by Maury J. Hood.



Rita N. Cantu  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

UNRECORDED

**Trimble & Associates**

**Land Surveying**

1250 Capital of Texas Highway

Building III, Suite #130

Austin, Texas 78746

(512) 329-2777

**METES AND BOUNDS DESCRIPTION  
TRACT 1**

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A.E. PATTON SURVEY NO. 541 SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN A DEED TO HOWARD L. BURRIS, JR., OF RECORD IN VOLUME 7948 PAGE 824 OF THE SAID COUNTY DEED RECORDS, SAID TRACT BEING 434.20 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the southerly line of the Joseph Scott Survey No. 27, as recognized and used upon the ground, being the northwest corner of the James Cole Survey No. 600, as recognized and used upon the ground and the northeast corner of said A.E. Patton Survey No. 541, as recognized and used upon the ground, same being in the southerly line of that certain tract described in a deed to Daniel Kruger, Trustee, of record in Volume 8724 Page 49 of said County Deed Records and the northwest corner of that certain tract described in a deed to John J. Gavurnik of record in Volume 9753 page 724 of said County Deed Records and being the northeast corner of said Burris tract for the northeast corner of the herein described tract;

THENCE with the southerly line of said Scott Survey No. 27 and the northerly line of said Patton Survey No. 541 being the southerly line of said Kruger tract and the northerly line of said Burris tract for a northerly line of the herein described tract N 60°30'30" W 2164.31 feet to a 1/4 inch iron pipe found in the northerly line of said Patton Survey being the southerly line of the Green McCoy Survey No. 29, same being the southeast corner of that certain tract of land described in a deed to Saint Edwards University of record in Volume 7969 Page 967 of the said County Deed Records for an angle point of said Burris Tract for an angle point of the herein described tract;

THENCE, continuing with the common line of said Patton and McCoy Surveys being the southerly line of said Saint Edwards University tract and a northerly line of said Burris tract for a northerly line of the herein described tract, N 60°57'45" W 1941.52 feet to a ½ inch pipe found at the southeast corner of that certain tract described in a deed to Joe W. Neal of record in Volume 1147 Page 499 of the said County Deed Records and the southwest corner of said Saint Edwards University tract being an angle point of said Burris tract for an angle point of the herein described tract;

THENCE continuing with the common line of said Patton and McCoy Surveys) being a southerly line of said Neal tract and a northerly line of said Burris tract for a northerly line of the herein described tract N 61°08'00" W 717.77 feet to an iron rod set at an interior ell corner of said McCoy Survey for the northwest corner of said Patton Survey being an interior ell corner of said Neal tract and the northwest corner of said Burris tract for the northwest corner of the herein described tract;

THENCE with an easterly line of said McCoy Survey and the westerly line of said Patton survey being an easterly line of said Neal tract and a westerly line of said Burris tract for a westerly line of the herein described tract S 29°36'37" W 366.01 feet to an iron rod found at the northeast corner of the S.P.R.R. Co. Survey No. 3 for an angle point of said McCoy Survey and an angle point of said Patton Survey, same being the northeast corner of that certain tract described in a deed to Ivanhoe Incorporated of record in Volume 8716 Page 42 of the said County Deed Records, being an angle point of said Neal tract and an angle point of said Burris tract for an angle point of the herein described tract;

THENCE with the common line of said Patton and S.P.R.R. Co. Survey No. 3 being the easterly line of said Ivanhoe Incorporated tract and the westerly line of said Burris tract for a westerly line of the herein described tract the following five (5) courses and distances as enumerated below:

1. S 29°47'02"W 625.51 feet to an iron rod found,
2. S 30°00'16"W 449.77 feet to an iron rod found,
3. S 29°55'18"W 824.37 feet to an iron rod found,
4. S 28°44'51"W 102.61 feet to an iron rod found,
5. S 30°03'34"W 182.48 feet to an iron rod found at the northwest corner of that certain tract of land described in a deed to Nancy M. Arthur, et al, of record in Volume 8028 Page 809 of said County Deed Records being an angle point of said Burris tract for an angle point of the herein described tract;



THENCE with the northeasterly line of said Arthur tract and a southwesterly line of said Burris tract for a southwesterly line of the herein described tract the following five (5) courses and distances as enumerated below:

1. S 29°55'16"E 291.69 feet to an iron rod found,
2. S 30°13'07"E 337.01 feet to an iron rod found,
3. S 30°03'47"E 298.75 feet to an iron rod found,
4. S 30°10'21"E 793.23 feet to an iron rod found,
5. S 30°07'51"E 734.60 feet to an iron rod found at the most northerly corner of that certain tract of land as described in a deed to James B. Beard of record in Volume 482 Page 507 of the said County Deed Records and the most easterly corner of said Arthur tract for an angle point of the herein described tract;

THENCE with the northeasterly line of said Beard tract S 30°32'36" E 30.38 feet to an iron rod found and S 30°12'45" E 116.69 feet to an iron rod found at the most northwesterly corner of Jester Point 2, Section 4, a subdivision of record in Plat Book 84 Pages 45-C, 45-D, 46-A and 46-B of the Travis County, Texas Plat Book Records for an angle point of the herein described tract;

THENCE with the northerly line of said Jester Point 2, Section 4, for a southerly line of the herein described tract the following twenty-two (22) courses and distances as enumerated below:

1. N 59°21'12" E 446.30 feet to an iron rod found in the curving easterly margin of Jester Boulevard for an angle point,
2. with said curve being a curve to the right, having a radius of 495.00 feet, an arc distance of 59.04 feet and whose chord bears S 27°19'00" E 59.00 feet to an iron rod found at the point of tangency,
3. S 23°40'57" E 64.64 feet to an iron rod found at the point of curvature,
4. with said curve being a curve to the right, having a radius of 530.00 feet, an arc distance of 293.06 feet and whose chord bears S 08°00'24" E 289.34 feet to an iron rod found at the point of tangency for an angle point,
5. S 07°54'26" W 16.00 feet to an iron rod found at a point of curvature,
6. with said curve being a curve to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet and whose chord bears S 37°05'34" E 21.21 feet to an iron rod found at the point of tangency,
7. S 82°07'12" E 109.92 feet to an iron rod found for an angle point,
8. S 07°46'02" W 64.00 feet to an iron rod found for an angle point,

9. S 03°40'45" E 309.73 feet to an iron rod found for an angle point,
10. S 17°55'25" E 90.01 feet to an iron rod found for an angle point,
11. S 69°23'54" E 223.32 feet to an iron rod found for an angle point,
12. S 04°13'04" W 211.03 feet to an iron rod found for an angle point,
13. S 71°57'56" W 245.17 feet to an iron rod found for an angle point,
14. S 17°44'40" E 107.34 feet to an iron rod found at the point of curvature,
15. with said curve being a curve to the right, having a radius of 618.91 feet, an arc distance of 135.00 feet and whose chord bears S 11°42'58" E 134.73 feet to a concrete monument set for an angle point,
16. N 84°31'51" E 150.00 feet to an iron rod found for an angle point,
17. S 64°02'34" E 497.32 feet to an iron rod found for an angle point,
18. N 78°08'41" E 332.63 feet to an iron rod found for an angle point,
19. S 87°42'02" E 400.60 feet to an iron rod found for an angle point,
20. S 77°48'28" E 891.16 feet to an iron rod found for an angle point,
21. S 20°11'24" W 374.98 feet to an iron rod found for an angle point,
22. S 20°15'39" W 244.90 feet to an iron rod found in the northerly line of Lot 15, Block B, Jester Point 2, Section 3, a subdivision of record in Plat Book 83 Page 139-B, 139-C and 139-D of the Travis County, Texas Plat Book Records being a southeasterly corner of said Jester point 2, Section 4, for an angle point of the herein described tract;

THENCE with a northerly line of said Jester Point 2, Section 3 for a southerly line of the herein described tract the following seven (7) courses and distances as enumerated below:

1. S 69°44'29" E 296.73 feet to an iron rod found,
2. N 80°06'53" E 176.91 feet to an iron rod found,
3. S 26°30'08" E 134.78 feet to an iron rod set a point of curvature of a non-tangent curve to the left, in the westerly margin of Lakewood Drive,
4. with said curve being a curve to the left, having a radius of 390.00 feet, an arc distance of 225.67 feet and whose chord bears N 32°27'19" E 222.53 feet to an iron rod found at the end of said curve,
5. N 15°50'13" E 87.42 feet to an iron rod found at the beginning of a curve to the right,
6. with said curve being a curve to the right, having a radius of 410.06 feet, an arc distance of 742.96 feet and whose chord bears N 67°47'47" E 645.43 feet to an iron rod set at the end of said curve,
7. S 60°17'57" E 34.11 feet to an iron rod set at an angle point of said Burris tract for an angle point of the herein described tract;

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E leaving said Lakewood Drive N 30°00'00" E 40.00 feet to an iron rod set in the southerly line of the James Cole Survey No. 600 for the northwest corner of the M.D. Williams Survey No. 49 and the southeasterly corner of said Patton Survey same being in the southerly line of that certain tract of land described in a deed to Lamar Savings Association of record in Volume 9846 Page 730 of the said County Deed Records being the northwest corner Lakewood Section 5, a subdivision of record in Plat Book 83 Page 204-C, 204-D and 205-A of the said County Plat Book Records and the southeast corner of said Burris tract for the southeast corner of the herein described tract;

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E with a common line of said Patton and Cole Surveys being the southerly line of said Lamar Savings Association tract and a southeasterly line of the Burris tract for a southeasterly line of the herein described tract the following three (3) courses and distances as enumerated below:

1. N 60°07'15" W 730.82 feet to an iron rod found,
2. N 60°34'08" W 424.42 feet to an iron rod found,
3. N 60°22'05" W 609.36 feet to an iron rod found at an interior ell corner of said Patton Survey for the southwest corner of said Cole Survey same being the southwest corner of said Lamar Savings tract and an interior ell corner of said Burris tract for an interior ell corner of the herein described tract;

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E with a common line of said Patton and Cole Surveys being the westerly line of said Lamar Tract and an easterly line of said Burris tract for an easterly line of the herein described tract the following six (6) courses and distances as enumerated below:

1. N 29°25'30" E 135.43 feet to an iron rod found,
2. N 29°56'19" E 440.02 feet to an iron rod found,
3. N 30°07'37" E 235.96 feet to an iron rod found,
4. N 29°38'02" E 1382.36 feet to an iron rod found,
5. N 29°56'54" E 702.83 feet to an iron pipe found at the northwest corner of said Lamar Savings tract being the southeast corner of said Gavurnik tract for an angle point of the herein described tract
6. with said Gavurnik tract N 29°32'59" E 664.06 feet to the PLACE OF BEGINNING containing 434.20 acres of land.

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E and except that certain 6.312 acre tract of land more fully described by Metes and Bounds as follows:

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G at a point in the center line of a proposed ninety-foot (90') wide right-of-way for the northwesterly corner of the herein described tract from which beginning point the most northeasterly

corner of said Burris tract bears the following nine (9) courses and distances as enumerated below:

1. S72°57'56"E 83.41 feet,
2. S74°31'31"E 202.38 feet,
3. S76°05'24"E 575.23 feet,
4. S66°37'53"E 340.32 feet,
5. S57°10'22"E 235.34 feet,
6. S59°12'18"E 203.07 feet,
7. S61°14'14"E 280.53 feet,
8. S77°24'59"E 331.58 feet,
9. N29°32'59"E 558.00 feet;

THENCE, with the center line of said proposed right-of-way for the northerly line of the herein described tract, the following three (3) courses and distances as enumerated below:

1. S72°57'36"E 83.41 feet to a point of curvature,
2. with said curve, being a curve to the left, having a radius of 3,705.16 feet, an arc distance of 202.41 feet whose chord bears S74°31'31"E 202.38 feet to the point of tangency,
3. S76°05'24"E 168.48 feet to a point for the northeasterly corner of the herein described tract

THENCE, with the easterly line of the herein described tract, S09°30'00"W 538.37 feet, to a point for the most southeasterly corner of the herein described tract;

THENCE, S66°05'00"W 170.00 feet to a point for the most southerly corner of the herein described tract;

THENCE, N52°33'51"W 406.41 feet to a point for the most southwesterly corner of the herein described tract;

THENCE, N15°15'00"E 489.02 feet to the PLACE OF BEGINNING containing 6.312 acres of land.

I, the undersigned, do hereby certify that this Metes and Bounds Description describes a tract of land which was located from information found in public records and from measurements made upon the ground under my supervision.

Dated this the 1st of September, 1988.

*Billy H. Trimble*

Billy H. Trimble - Registered Public Surveyor No. 4037  
Trimble and Associates, Land Surveying



"EXHIBIT C"

"Additional Consenting Lots"

Any lot included in the platted sections listed below may be brought within the jurisdiction of the Association when the owner of such lot has executed a consent on the form attached hereto as Exhibit E.

All lots in Jester Estates Section 1 Phase 1, a subdivision in Travis County, Texas according to the plat thereof of record in Plat Book 78, Pages 385-389, Plat Record of Travis County, Texas.

All lots in Jester Estates, Section 1 Phase 2, a subdivision in Travis County, Texas according to the plat thereof of record in Plat Book 82, Pages 335-339, Plat Records of Travis County, Texas.

All lots in Jester Point 2, Section 2A, a subdivision in Travis County, Texas according to the plat thereof of record in Plat Book 84, Pages 2A & 2B, Plat Records of Travis County, Texas.

All lots in Jester Point 2, Section 2B, a subdivision in Travis County, Texas according to the plat thereof of record in Plat Book 83, Pages 63A & 63B, Plat Records of Travis County, Texas.

All lots in Jester Point 2, Section 3, a subdivision in Travis County, Texas according to the plat thereof of record in Plat Book 83, Pages 139B, 139C & 139D, Plat Records of Travis County, Texas.

All lots in Jester Point 2, Section 4, a subdivision in Travis County, Texas according to the plat thereof of record in Plat Book 84, Pages 45C, 45D, 46A & 46B, Plat Records of Travis County, Texas.

"EXHIBIT D"

"Common Ownership Areas"  
or  
"Common Areas"

None are platted at this time.

Any areas which may be included as "Common Ownership Areas"  
or "Common Areas" are included in the property described in  
Exhibit B.

EXHIBIT E  
CONSENT AND JOINDER TO  
RESTRICTIONS, COVENANTS AND CONDITIONS

The undersigned, being the legal owner and holder of Lot \_\_\_\_\_, Block \_\_\_\_\_, of Jester \_\_\_\_\_, Section \_\_\_\_\_, Phase \_\_\_\_\_, a subdivision in Travis County, Texas, according to the plat thereof of record in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ Plat Records of Travis County, Texas, ("Property") do hereby consent to and do hereby join and encumber the property with the supplemental restrictions, covenants and conditions recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Real Property Records of Travis County, Texas and hereby acknowledge and agree that the property shall be, and as of and after the date hereof, will be encumbered and governed by the provisions of said supplemental restrictions, covenants and conditions. This Consent and Joinder shall be binding upon the undersigned, their successors, heirs and assigns, and shall be deemed a covenant running with the land.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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STATE OF TEXAS           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_.

*Handwritten signature*

McGINNIS, LOCHRIDGE & KILGORE  
1300 CAPITOL CENTER  
919 CONGRESS AV.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
(Stamped or Printed Name of Notary)

My Commission Expires \_\_\_\_\_