

SECOND SUPPLEMENTAL RESTRICTIONS, COVENANTS AND CONDITIONS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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 supplemental 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 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those whose interest is held merely as security for the performance of an obligation.

Section 5. "Association" shall mean and refer to the Jester Homeowners Association, Inc., a Texas nonprofit corporation, its successors or assigns to be incorporated pursuant to the provisions hereof.

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 changes and improvements to all buildings, structures, parking areas, fences, walls, hedges, poles, driveways, signs, residences, and other matters built, constructed or located on any Lot 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.

Section 17. "Additional Property" shall mean other subdivisions in the proximate vicinity of the property which the Board of Directors may, from time to time, elect to grant Class C membership.

ARTICLE II

JESTER HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Class A or Class B member of the Association. Class A and Class B membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment. Every Class A and Class B member shall have the right at all reasonable times during business hours to inspect the books of the Association. Every owner of an additional Lot which is not subject to assessment but voluntarily pays an assessment shall be a Class C member of the Association only for the year in which the assessment is paid.

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. For Class A and Class B members 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 continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No Class C member may revoke its membership during any period when special assessments are accruing, if such member was a member at the time of imposition of such assessments.

Section 3. Annual Assessment or Charge.

a. Units Owned by Parties Other Than Developer. Subject to the terms of this Article, each Lot in the Subdivision and each Class C membership is hereby subject to a maintenance charge of \$5.00 per month (until such maximum shall be 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 Class C membership in advance in monthly installments. The rate at which each Lot on which a Unit is located and each Class C membership 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 Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, painting, and otherwise caring for existing and future landscaping and signage) and the improvements to such Common Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen; caring for vacant lots; and doing any other thing or things necessary or 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 Class A, Class B and Class C Owner personally obligated to pay the same, or on Class A and Class B Lots, foreclose the lien against the property. No Class A, Class B or Class C 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 Class A and Class B 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 three (3) 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 owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B member shall be Developer who shall be entitled to one (1) vote for each Lot it owns. The Class B membership shall cease and be converted to Class A membership (i) when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, except that the Class B membership may be revived upon annexation of additional property as provided for herein, or (ii) on December 31, 1997.

c. Class C. The Class C members shall be all Owners who voluntarily pay the annual assessment and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, but the vote for such lot shall be exercised as they themselves determine, and in no event shall more than one (1) vote be cast with respect to any lot.

d. 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 ownership differently from any other Lot as membership.

Section 10. Financial Matters. In all votes relating to financial matters and assessments of the Association, membership votes shall require a majority of the Class A and Class B votes, and Board of Directors votes shall require five (5) votes, for any action to be approved and undertaken.

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.

d. Legal and accounting services.

e. A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board including a policy or policies of insurance as provided herein in Article IV.

f. Workers compensation insurance to the extent necessary to comply with any applicable laws.

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.

i. To delegate the duty to collect assessments provided for herein to pay for such service.

Section 4. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

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Section 5. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon 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 Board of Directors, and any and all members of such Committee may be removed by the Board of Directors without cause. The Committee shall consist of one Class A member, one Class C member and the Developer. Developer shall have the right vacancies one seat on the Committee so long as Developer holds voting membership in the Association, and thereafter such member shall be a Class A member 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 herein before 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;

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(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

(j) Mailboxes, if any.

Section 4. Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

Section 5. Variances. In case of special size or shape of site or condition of terrain or special use, operation or treatment not provided for within the general conditions of the protective covenants for any other 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 Recreation Lots) shall be used for residential purposes and shall not be used for any occupation, trade or profession, or

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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 NonDevelopment/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" 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.

Section 5. Minimum Lot Size. No re-subdivision 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 65 feet of street frontage.

Section 6. Size and Construction of Dwellings. 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 stores, 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 pre-wired 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 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 forward most 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

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which title to any Common Ownership Areas vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Ownership Areas. The policy limits shall be as determined by the Board of Directors of the Association, but in no event shall the face amount of such policy for a single incident be less than \$1,000,000.00. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association, if any, insuring each against liability to the other insured as well as to third parties. Any proceeds of insurance policies owned by the Association shall be received, and held in a segregated account and distributed to the Association's general operating account, members, Directors, the management 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 Addition Property. The Exhibit B property or parts thereof may hereafter be annexed into the jurisdiction of the Association by the Developer in developer's 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, re-plat, 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 Developer's decision to annex such properties hereunder.

Section 3. Enforcement. If any person shall violate or attempt to violate any of the covenants herein or any provision of the Bylaws or Rules and Regulations of the Association, it shall be lawful for any Owner situated in the Property, including Developer, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant.

Section 4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5. Existing Liens. Violation or failure to comply with the foregoing restrictions, covenants and conditions shall in no way effect the 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 Class A and its Class B 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 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 one 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 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 12 day of FEBRUARY, 1991.

DEVELOPER:

Jester Land Management Company, a Texas corporation

By:

Name: J. Worth Kilcrease

Title: Vice President

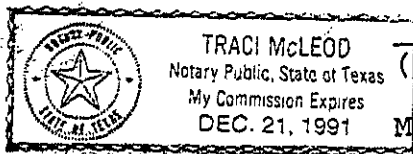
STATE OF TEXAS

COUNTY OF TRAVIS

SWORN TO AND SUBSCRIBED BEFORE ME by the said J. Worth Kilcrease, Vice President of Jester Land Management Company, a Texas corporation, on this the 12th day of February, 1991, to certify which, witness my hand and seal of office.

Traci McLeod
Notary Public, State of Texas

Traci McLeod
(Printed name of Notary)



My Commission Expires: 12-21-91

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

FILED

91-FEB-14 AM 10:09

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

UNOFFICIAL DOCUMENT

Ret to:
Jester Land Management
98 San Jacinto Blvd
350
Austin, Texas 78701

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

FEB 14 1991



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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