

RESTRICTIONS, COVENANTS AND CONDITIONS OF
THE JESTER POINT 2, SECTION 4

900
3-80-3021

THE STATE OF TEXAS
COUNTY OF TRAVIS

051 128425 9383 * 9.00
KNOW ALL MEN BY THESE PRESENTS:

THAT JESTER DEVELOPMENT CORPORATION (the "Developer") owner of all the lots in The Jester Point 2, Section 4, a subdivision in Travis County, Texas, as shown by plat thereof of record in Book 84, Pages 45C, 45D, 46A, 46B, Plat Records of Travis County, Texas, does hereby impress all of the property included in said subdivision with the following restrictions, covenants, conditions and uses:

1. Designation of Use: All lots as shown on the plat of said subdivision (the "Plat") recorded in Book 84, Page 45C, 45D, 46A, 46B, Plat Records of Travis County, Texas, shall be used for single family residences with not more than one residence on any lot and shall not be used for any trade or profession.

No obnoxious or offensive trade or profession shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No cattle, hogs, poultry, horses or other animals may be kept on any part of The Jester Point 2, Section 4. This paragraph shall not, however, preclude the keeping of pets such as are ordinarily kept as pets in residential subdivisions; provided they are not kept or bred for any commercial purposes.

2. Platted Easements and Restrictions: The Plat dedicates certain streets and easements and establishes certain limitations, reservations and restrictions applicable to The Jester Point 2, Section 4. Said subdivision is also subject to Non-Development/Conservation easements filed of record in Volume 6821, Page 1889 and Volume 6820, Page 1791 of the Deed Records of Travis County, Texas. All such dedications, limitations, restrictions and reservations are incorporated herein by reference and made a part hereof for all purposes as if fully set 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 Jester Point 2, Section 4.

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.

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

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

6. Size and Construction of Dwelling: All dwellings shall be of recognized standard construction. The main dwelling erected on any lot, if one story, shall cover not less than 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 designated in Paragraph 8. Each dwelling shall be provided during the construction phase for at least three (3) interior television cable outlets

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 guy wires of any type shall be erected or maintained on any portion of any lot.

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

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

The right is reserved for the Developer or the Architectural Committee to change these restrictions in whole or in part in the case of any unusual or irregularly shaped lot or any lot unusual in size, where such change is required for the advantage and best appearance of the immediate community. Neither the Developer, the Architectural Committee nor any member thereof nor any appointee of the Architectural Committee shall ever be liable to any person, firm or entity for any damage, loss or injury suffered or claimed on account of any action taken hereunder.

9. 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.

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

11. General Provisions: These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in The Jester Point 2, Section 4, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of the subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1995. On and after January 1, 1995, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in Jester Point 2, Section 4. The owner or owners of lots in The Jester Point 2, Section 4, shall be entitled to one vote per lot.

12. Penalty Provisions: If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for the Developer or any other person or persons owning any of the lots in The Jester Point 2, Section 4, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate the terms hereof, to prevent him or then from so doing, or to recover damages for same. Any person or persons bringing suit to enforce these conditions, restrictions, uses and covenants, if such person or persons prevail, shall be reimbursed all attorney's fees and court costs by the person or persons violating or attempting to violate the terms hereof. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the enforcement of any such covenant, condition, restriction or use.

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

WITNESS MY HAND THIS 15th day of October, 1984.

JESTER DEVELOPMENT CORPORATION

By: *Maury Hood*
Maury Hood, President

ATTEST:

Not Required

Secretary

THE STATE OF TEXAS))

COUNTY OF TRAVIS))

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th day of Oct, 1984.

NOTARY SEAL

Marian L. Macry
Notary Public, Travis County, Texas

My Commission Expires:

MARIAN L. MACRY

5-3-85

FILED

OCT 15 1 51 PM '84

Doris H. [Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

UNOFFICIAL COPY

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

OCT 15 1984



Doris H. [Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Jester Development Corporation
P.O. Box 10061
Austin, TX 78766