

DOC. NO.

90098928

RESTRICTIONS, COVENANTS AND CONDITIONS
OF JESTER POINT 2, SECTION 5-B

2:32 PM 6263

9.00 INDX
2 2 11/16/90
900989.28-000*

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENCE

That Jester Land Management Company ("Owner") owner of all of the lots in Jester Point 2, Section 5-B, a subdivision in Travis County, Texas as shown by plat thereof of record in Book 88, Page 202, 203, Plat Records Travis County, Texas, (the "Property") encumber, and restrict the Property as follows:

1. The Owner does hereby adopt and encumber the Property with each and every and all restrictions, covenants, conditions, limitations and requirements set out in the certain Restrictions, Covenants and Conditions recorded in Volume 10773, Page 0050 - 0072 of the Real Property Records of Travis County, Texas and hereby acknowledges and agrees that the Property shall be, and as of and after the date hereof will be, encumbered, impressed, restricted and governed by the provisions of said Restrictions, Covenants and Conditions. Such Restrictions, Covenants and Conditions are referenced and adopted hereby as if written herein at length, and the Property shall be governed thereby as if the Property were a part of the Property described in said Restrictions, Covenants and Conditions.

2. This consent and joinder shall be binding upon the undersigned, their successors, heirs and assigns and shall be

deemed to covenant running with the land and binding on all present and future owners of the Property, or any part thereof.

3. The owners of all lots within the Property shall be deemed a part of and governed by the Jester Homeowner's Association and all articles and bylaws relating thereto.

4. All lots and all homeowners of all lots within the Property shall be subject to all present and future assessments in any way relating to or arising out of such Restrictions, Covenants and Conditions and/or the Jester Homeowners Association.

5. These restrictions, and joinder and consent to Restrictions, Covenants and Conditions, shall be binding upon the undersigned and its successors and heirs and all present and future owners of any portion of the Property.

Executed and published this 18 day of NOVEMBER, 1990.

JESTER LAND MANAGEMENT COMPANY

By: Maurice J. Hood

Its: PRESIDENT

MAURICE J. HOOD

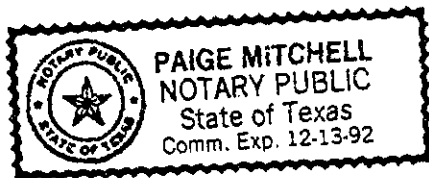
The foregoing Restrictions, Covenants and Conditions are hereby consented to against the Property described above.

TEXAS COMMERCE BANK-AUSTIN,
NATIONAL ASSOCIATION

By: _____
Its: _____
WENDEL M. PARDUE
ASSISTANT VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on November 15, 1990, by MAUREY J. HOOD, President of Jester Management Company, a Texas corporation, on behalf of said corporation.

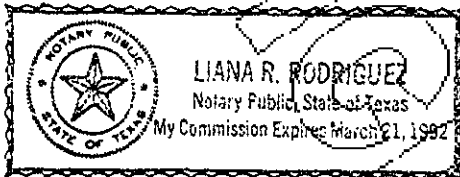


Paige Mitchell
Notary Public, State of Texas
PAIGE-MITCHELL
(Stamped or Printed Name of Notary)
My Commission Expires: 12-13-92

STATE OF TEXAS
COUNTY OF TRAVIS

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§

This instrument was acknowledged before me on 15th Nov. 1990, by WENDEL M. PARQUE, ASST. VICE PRESIDENT of Texas Commerce Bank-Austin, National Association, a national banking association, on behalf of said association.



Liana R. Rodriguez
Notary Public, State of Texas

LIANA R. RODRIGUEZ
(Stamped or Printed Name of Notary)

My Commission Expires: 3/21/92

rest/cov;jester;
burris;br

AFTER RECORDING RETURN TO:
Jester Land Management Co.
98 San Jacinto #350
Austin, Texas 78701

FILED

1990 NOV 16 PM 2:50

DANA DE LUNA
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

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

NOV 16 1990



Dana DeLuna
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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