

4713

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Alan Baldwin Builder, Inc., a Texas corporation, and Tripod Realty, Inc., as Texas corporation, as owners and developers of Anderson Mill Village South, a proposed subdivision in Williamson County, Texas, said plat to be recorded at a later date, being that tract of land and more fully described as follows:

39.205 acres of land out of the Elisha Allen 1/4 League, Survey No. 2 in Williamson County, Texas, and being part of a 25 acre tract described in Volume 294, Page 262 and a 50 acre tract described in Volume 295, Page 35 of the Williamson County Deed Records, fully described in Exhibit A (the "Property").

do hereby impose the following covenants, conditions, and restrictions upon all of the Property:

1. None of the Property shall be used except for residential purposes. Residential purposes as herein defined will include single family dwellings, duplex units, fourplex units, apartment units or condominiums.
2. No structure of a temporary character, house trailer, tent, shack, garage, barn or other outbuildings shall be used on any portion of said Property at any time as a residence or for business, either temporarily or permanently.
3. No part of any of the Property shall ever be used for a business or commercial purpose or for carrying on any trade or profession, whether temporary or permanent.
4. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any part of said Property, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any of them. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of said lots.
5. Part of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
6. No livestock or poultry of any kind shall be raised, bred, or kept on any tract, other than dogs, cats or other household pets not raised, bred, or kept primarily for commercial purposes.

2138H/10-13-83

- 7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate or to recover damages.
- 8. Invalidation of any one of these covenants by judgment or a court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Executed this the 19<sup>th</sup> day of October, 1983.

ALAN BALDWIN BUILDER, INC.

NO SEAL

By: Alan Baldwin, Pres.

TRIPOD REALTY, INC.

NO SEAL

By: Bartley D. Harris, Pres.

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 19, 1983 by Alan Baldwin, President of Alan Baldwin Builder, Inc., a Texas corporation, on behalf of said corporation.

Barbara Bann  
Notary Public - State of Texas

My commission expires:  
10/27/84

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 19, 1983 by Bartley D. Harris, President of Tripod Realty, Inc., a Texas corporation, on behalf of said corporation.

Barbara Bann  
Notary Public - State of Texas

My commission expires:  
10/27/84

39.205 acres of land out of the Elisha Allen 1/4 League, Survey No. 2 in Williamson County, Texas, and being part of a 25 acre tract described in Vol. 294, Page 262 and a 50 acre tract described in Vol. 295, Page 35 of the Williamson County Deed Records, said 39.205 acres described by metes and bounds as follows:

BEGINNING at the southeast corner of said 50 acre tract;

THENCE with the north lines of Village Oaks Section 3 & 2, S 70° 49' W 1369.31 ft. and S 70° 53' W 258.1 ft for corner;

THENCE the following 5 courses: (1) N 19° 06' W 446.00 ft, (2) N 31° 00' W 65.39 ft, (3) N 19° 09' W 111.11 ft, (4) S 70° 51' W 555 ft, (5) N 19° 09' W 324 ft to the west of Spillway Drive, Anderson Mill Village;

THENCE with the south line of Anderson Mill Village, N 70° 51 E 2170.15 ft to the northeast corner of said 25 acre tract;

THENCE along the west line of Forest North Estates Ph. 2 the following 10 courses: (1) S 20° 50' E, 41.52 ft, (2) S 19° 06' E, 102.02 ft, (3) S 19° 13' E 101.98 ft, (4) S 19° 38' E, 149.27 ft, (5) S 19° 26' E 90 ft, (6) S 18° 53' E 187.7 ft, (7) N 73° 34' E 20.74 ft, (8) S 20° 20' E 80.53 ft, (9) S 19° 23' E 92.26 ft, (10) S 19° 29' E 97.38 ft to the place of BEGINNING, containing 39.205 acres.

Together with:

WATER LINE EASEMENT: A 20-foot permanent easement with an additional 20-foot temporary construction easement adjacent to and on northerly and westerly side of permanent easement, actual alignment of said permanent easement will follow the hereinafter described centerline:

BEGINNING at a point in the west line of that certain 50-acre tract conveyed to R. C. McCoy by deed recorded in Volume 295, Page 35, Williamson County Deed Records, from which the southwest corner of said 50-acre tract bears S 40° E 35 ft;

THENCE parallel to the south line of said 50-acre tract the following 3 courses: (1) N 71° E 333 ft, (2) N 70° 43' E 465.3 ft, (3) N 70° 57' E 225.3 ft;

THENCE N 12° W 305 ft,

THENCE N 11° 50' E 333 ft to point of termination in proposed Spillway Drive.

STATE OF TEXAS COUNTY OF WILLIAMSON  
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 Williamson County, Texas, as stamped hereon by me, on

NOV 18 1983

M. A.



James H. Register  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

James H. Register  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD  
1983 NOV 17 AM 8 30

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ANDERSON MILL VILLAGE SOUTH SUBDIVISION, WILLIAMSON COUNTY, TEXAS

11040

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS: §

THAT, WHEREAS ANDERSON MILL VILLAGE SOUTH JOINT VENTURE, a Texas joint venture of Equitable Savings Association, a Texas savings and loan association, and Baldwin-Tripod Joint Venture, a Texas joint venture of Alan Baldwin Builder, Inc., a Texas corporation and Tripod Realty, Inc., a Texas corporation is the sole owner in fee simple of certain real property located in Williamson County, Texas, and known by official plat designation as Anderson Mill Village South and Anderson Mill Village South Section 2, as shown by the map or plat of said subdivisions recorded in Cabinet F, Slide 149-150, and Cabinet F, Slide 270, respectively, Plat Records of Williamson County, Texas; and

WHEREAS, for the purposes of enhancing and protecting the value, attractiveness and desirability of the Lots constituting said subdivision (herein the "Subdivision") and for and in consideration of the mutual benefits to Declarant and future owners of property in said subdivision;

NOW, THEREFORE, Declarant does hereby declare that all of the Lots in the Subdivision hereinabove described ("Lots") and each part thereof, and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant and any subsequent owner thereof subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in any of the real property or any part thereof in the Subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.01 ASSOCIATION. "Association" shall mean and refer to the Anderson Mill Village South Property Owners Association.

1.02 COMMON PROPERTIES. "Common Properties" shall mean and refer to the land described in Exhibit "A" attached hereto and made a part hereof for all purposes, and any land within the property subject to this Declaration that Declarant so designates by an instrument recorded in the official records of Williamson County.

1.03 DECLARANT. "Declarant" shall mean and refer to Anderson Mill Village South Joint Venture and its successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties, and obligations hereunder, which are and shall be assignable.

1.04 OWNER. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.05 COMMON SIDE LOT LINE. A common side Lot line is a side Lot line between two or more Lots.

1.06 CONVERSION DATE. The Conversion Date shall be the earlier to occur of the following:

A. When Declarant has sold or leased for a term in excess of forty (40) years its interest in ninety percent (90%) of the Lots to unrelated third parties. A sale or a lease for such term to an unrelated third party shall include a sale or lease to joint ventures or partnerships that include Declarant as a co-venturer or partner;

B. December 31, 1990; or

C. Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

1.07 ZERO LOT LINE. A zero Lot line is a common side Lot line on which the common wall of two adjoining structures shall be constructed.

1.08 LOT PAIR. A Lot Pair is two Lots separated by a zero Lot line.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.01 MEMBERSHIP. Each Owner shall automatically be a member of the Association.

2.02 CLASSES OF VOTING MEMBERS. The Association shall have two classes of voting membership:

A. Class A members shall be all those members described in Section 1 hereof with the exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When two or more persons or entities hold undivided interest in any Lot all such persons or entities shall be Class A members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such members own undivided interests.

B. The Class B member shall be Declarant. The Class B member shall be entitled to ten (10) votes for each Lot owned, PROVIDED, HOWEVER, that from and after the Conversion Date, notwithstanding any other provision of this Article, the Class B member shall be entitled to only one vote for each Lot owned by it. Voting rights may be assigned, in whole or in part, as such rights relate to a particular tract of land, to a lessee holding a ground lease on such particular tract of land.

### ARTICLE III

#### ASSESSMENTS

3.01 COVENANTS FOR ASSESSMENTS. The Declarant for each Lot, owned by it hereby covenants, and each purchaser of any such Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3 hereof); (2) special assessments for capital improvements (as specified in Section 4 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided.

3.02 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the owners of The Properties, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

3.04 ANNUAL ASSESSMENT. Each Owner shall pay to the Association an annual assessment of \$10.00 per Lot. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 3.05 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus.

3.04 SPECIAL ASSESSMENTS. In addition to the annual assessments authorized by Section 3.04 hereof, the Association may, by vote of its members

as set out in Section 3.06 hereof, levy in any assessment year or years a special assessment for the purpose of defraying reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

3.05 VOTE REQUIRED FOR INCREASE IN RATE OF ANNUAL ASSESSMENT. The increase in the rate of the annual assessment as authorized by Section 3.04 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

3.06 VOTE REQUIRED FOR SPECIAL ASSESSMENT. The Special Assessment authorized by Section 3.04 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

3.07 COMMENCEMENT DATE OF ANNUAL ASSESSMENT. The first annual assessment provided for herein shall commence with the year 1985 and shall continue thereafter from year to year.

3.08 DUE DATE OF ASSESSMENTS. The first annual assessment shall become due and payable on July 1, 1985 and shall be considered delinquent if not paid by July 15, 1985. The assessments for any year after 1986 shall become due and payable on January 1 of such year and delinquent if not paid by January 15 of such year. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

3.09 OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENT. The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees.

3.10 ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section I hereof and cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and his heirs, devisees, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs' expenses, and reasonable attorney's fees incurred.

3.11 COMMON PROPERTIES EXEMPT. All Common Properties as defined in Article I, Section 1.02 hereof, and any common properties of any other association designated on any recorded plat filed by Declarant, and all portions of The Properties owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

#### ARTICLE IV

##### LAND USE AND BUILDING TYPES

Each Lot shall be used for residential purposes as herein provided and for no other use. No building shall be erected, altered, or permitted on any Lot



other than two single-family dwelling units within a single building. No dwelling shall exceed 35 feet in height. No business or commercial activity of any kind shall be conducted in any residence or on any Lot except that Declarant, its successors and assigns, may erect and maintain sales offices and exhibit houses and Lots within the Subdivision. The owner of each Lot will be required to plant and maintain a minimum of two (2) trees per Lot. Each Lot shall be required to provide covered parking facilities for a minimum of two (2) automobiles. Carports shall not be visible from the front of the Lot. Enclosed garages may be visible from the front of the Lot.

The following pairs of Lots are designated Lot Pairs:

Block A: Lots 4-5, 6-7, 8-9, 10-11, 12-13, 14-15, 16-17, 18-19, 20-21, 22-23, 24-25, 26-27, 28-29, 30-31, 32-33 and 34-35;

Block B: Lots 5-6, 7-8, 9-10, 11-12, 13-14, 15-16, 17-18, 19-20, 21-22, 23-24, and 25-26;

Block C: Lots 1-2, 3-4, 5-6, 7-8, 9-10, 11-12, 13-14, 15-16, 17-18, 19-20, 21-22, 23-24, 25-26, 27-28, 29-30, 31-32, 33-34, and 35-36.

Block D: Lots 1-2, 3-4, 5-6, 7-8, 9-10, 11-12, 13-14, 15-16, 17-18, 19-20, 21-22, 23-24, 25-26, 27-28, 29-30, 31-32, 33-34 and 35-36.

Additionally, Lots 2 and 3 (north of Copper Creek Drive), Section 2 are designated a Lot Pair, and Lot 3 (south of Copper Creek Drive), Section 2, and Lot 4, Block B, are designated a Lot Pair.

All residences constructed on Lot Pairs shall have a common wall located on the zero Lot line between the two Lots constituting the Lot Pair.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

5.01 ARCHITECTURAL CONTROL COMMITTEE. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall, fence or any other improvement be altered, modified, added to or removed from any Lot until the construction plan and specifications thereof and a plan showing the location of all buildings, walls, fences and other improvements, including, but not limited to, driveways and setbacks, have been approved in writing by the Architectural Control Committee, hereinafter called "Committee."

5.02 COMMITTEE MEMBERSHIP. The Committee shall be initially composed of Declarant. Declarant may designate or appoint other members (not to exceed two [2] additional members) or a successor or designate a representative or representatives to act for it [the term "Committee" as used herein shall refer to Declarant, its successors as provided herein or its assignee as permitted

herein, or the Committee's designated representative(s)]. In the event of death, dissolution, or resignation of any member or members of the Committee, the remaining member or members (if any) shall appoint a successor member or members, and until such successor member or members shall have so appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Committee as provided herein, or to designate a representative with like right, authority and power. In the event all members of the Committee die, dissolve, or resign so that there are then no existing members on the Committee, the duties, rights, powers, and authority of the Committee shall automatically transfer, without any further formality, to the Board of Directors of the Association. In no event shall any member of the Committee have any liability for any error of judgment or action taken by such Committee or otherwise be responsible or accountable under any circumstances for any action or inaction of the Committee so long as such member is acting in good faith.

5.03 TRANSFER OF AUTHORITY TO THE ASSOCIATION. The duties, rights, powers and authority of the Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the Committee, to the Board of Directors of the Association, and from and after the date of such assignment, and the acceptance thereof by such Directors, the Board of Directors of the Association shall have the full right, authority and power, and shall be obligated, to perform the functions of the Committee as provided herein, including the right to designate a representative or representatives to act for it.

The Committee, in considering each set of plans and specifications and the plan, showing the location of all improvements shall consider, among other things, the quality of design and materials, harmony of the design with the existing structures, and the location of the structure with respect to topography, finished grade elevation and existing structures. Reflective roofing material and gravel roofs are prohibited. At least 50% of the area of the street side of each residence shall be constructed of masonry.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans and specifications and the plot plan for the improvements to be erected or placed on a Lot, or the plans and specifications for the alteration,

modification, addition to or removal of any improvements located on a Lot, within thirty (30) days after the same have been received by the Committee, then in that event same shall be deemed approved and this covenant complied with.

The Committee shall exercise its best judgment to see that all improvements and structures in the Subdivision conform to and harmonize with the existing surrounding structures, and that trees and environment are reasonably protected; and when, in the opinion of the Committee, a waiver or modification of any of these restrictive covenants would not impair or detract from the high quality of the Subdivision, it may by written instrument in recordable form waive or modify any such restriction. In the same manner, it shall have the power to approve or disapprove resubdivisions of parts of the Subdivision. The Committee shall serve without compensation and shall not be liable in damages to anyone for any action taken or any failure to act. All plans and specifications shall be delivered to the Committee not less than thirty (30) days prior to the date construction is to be commenced at such other address as the Committee may designate, certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received at such address shall be considered the date of delivery to the Committee.

5.04 DWELLING COSTS, QUALITY AND SIZE. Any living unit constructed on a Lot must have a minimum area of not less than eight hundred (800) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages, for a minimum residential area of one thousand six hundred (1,600) square feet per Lot, and shall cost not less than \$30,000.00 per unit (exclusive of the cost of the Lot) based upon cost levels prevailing on the date these covenants are recorded. It is the intention and purpose of this covenant to assure that all such dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size.

5.05 SETBACK AND YARD REQUIREMENTS. Setback, front, rear and side yard requirements shall be as follows:

Front Yard	Minimum required setback, 25 feet
Street Side Yard	Minimum required setback, 15 feet

Interior Side Yard	Minimum required setback, 5 feet
Side Yard (opposite zero Lot line) of Lot constituting part of Lot Pair	Minimum required setback, 5 feet
Rear Yard	Minimum required setback, 10 feet. An accessory building may be at a 5 foot setback if it is no more than 1 story or 15 feet in height.

For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. The Committee shall have the authority to impose additional setback requirements and to vary the above-described requirements when it finds that it is in the interest of the Subdivision to do so.

5.06 FENCES, WALLS, HEDGES, AND SIDEWALKS. All fences must be constructed of wood and/or masonry. No exterior fences, walls and hedges may be erected, placed or altered on any Lot until plans and specifications showing the construction and location of such walls, fences, or hedges are submitted to the Committee and approved as to design, materials, and height. No hedge, fence, or wall may be erected, placed, or altered on any Lot nearer to any street than the building setback line on that Lot unless approved by the Committee.

5.07 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. No fencing may be erected or placed in drainage easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

5.08 NUISANCES. No noxious or offensive activities of any kind shall be permitted upon any Lot, nor shall anything be done thereon which constitutes a nuisance or which may be or may become an annoyance to the neighborhood. No vehicle or motor repair work other than minor emergency repair shall be

conducted on any Lot or in the street or streets adjoining any Lot. No "A" frame, hoist or other device for lifting vehicles or parts thereof, and no disabled vehicle shall be stored or parked in the open on any Lot or on any street adjoining any Lot. No radio antennas or dish-type antennas shall be permitted on any Lot. No boats, trailers, motorhomes, or recreational vehicles shall be permitted unless stored so that they are not visible from the front of the Lot.

5.09 TEMPORARY STRUCTURES OR REPLACEMENTS. No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicles without a current license tag, or any tent, shack, barn or other outbuilding which exceeds eight feet in height or is in excess of eight feet in width and ten feet in length, shall be erected, placed, driven onto, altered or permitted to remain on any Lot at anytime, either temporarily or permanently, without the prior written consent of the Committee. Each and every Lot of the Subdivision is intended solely for the erection of two single-family dwelling units within a single building and attached garages or carports. This provision shall not apply to vehicles, equipment or temporary structures utilized by Declarant, its successors or assigns, or contractors or subcontractors when engaged in construction or repair work, or such work as may reasonably be necessary for the completion of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise.

5.10 SIGNS AND SALES PROGRAMS. No signs of any kind shall be displayed for public view on any Lot excepting that one sign of not more than five square feet advertising the property for sale or rent, or signs of modest dimensions used by a building to advertise the property during the construction and sale period may be permitted. The "For Sale" sign on any new construction shall be as approved by Declarant, its successors or assigns or duly authorized agents. All merchandising, advertising and sales programming in the Subdivision shall be subject to approval by Declarant, its successors or assigns or duly authorized agents and shall be in conformity with the general marketing plan for the Subdivision.

5.11 OIL, GAS, MINERAL, MINING AND EXCAVATION OPERATIONS. No oil, gas, mineral, mining or excavation operations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil, gas or other mineral

development operations, refining, quarrying, or mining operations shall at any time be permitted upon any Lot or other area within the Subdivision. No oil wells, derricks or tanks, tunnels, mineral excavations or shafts designed for oil or gas production or exploration or for the mining of any other mineral shall ever be permitted upon any Lot or any other area of the Subdivision.

5.12 LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other small and domesticated household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

5.13 GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the front of the Lot.

#### ARTICLE VI

##### MAINTENANCE

6.01 DUTY OF MAINTENANCE. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot so owned or occupied including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- A. Prompt removal of all litter, trash, refuse, and wastes.
- B. Lawn mowing.
- C. Tree and shrub pruning.
- D. Watering.
- E. Keeping exterior lighting and mechanical facilities in working order.
- F. Keeping lawn and garden areas alive, free of weeds, and attractive.
- G. Keeping parking areas and driveways in good repair.
- H. Complying with all government health and policy requirements.
- I. Repainting of improvements.
- J. Repair of exterior damages to improvements.

6.02 ENFORCEMENT. If, in the opinion of the Association any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform and care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any Lot on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III, Section 10 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

#### ARTICLE VII

##### COMMON PROPERTIES

7.01 TITLE TO COMMON PROPERTIES Declarant shall convey ownership of the Common Properties to the Association which shall be responsible for their operation and maintenance within five years after their designation as such in accordance with Article I, Section 1.02 above.

7.02 EXTENT OF EASEMENTS. Rights of Association with respect to the Common Properties. The Association shall have the following rights with respect to the Common Properties:

A. To prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Properties.

B. To sell and convey or to dedicate to the public or any governmental authority or other entity the Common Properties, or any part thereof, provided such sale, dedication or conveyance is approved by a majority of the total eligible votes of the membership of the Association as

defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

C. To borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof.

D. To take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure.

#### ARTICLE VIII

##### GENERAL PROVISIONS

8.01 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two-thirds (2/3) of the then owners of Lots within the Subdivision has been recorded, agreeing to change such covenants in whole or in part.

8.02 ADDITIONS BY DECLARANT. The Declarant, its successors and assigns, shall have the right to bring within the plan of this Declaration additional properties. Any additions authorized under this Section shall be made by filing of record a Supplemental Declaration executed by the Declarant which shall make subject to this Declaration the additional real property described therein. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform basis, which fairly relates to the maintenance charge and assessment imposed by this Declaration and all other, existing Supplemental Declarations, and any contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands. Depending on the manner in which such additional lands are developed ultimately, the services provided by the Association which relate to the real property described in a Supplemental Declaration may vary in value or in kind. Therefore, a Supplemental Declaration may provide for maintenance charges and assessments on such additional lands which differ in amount, basis or method of computation from that provided for in this Declaration or other Supplemental Declarations.



8.03 AMENDMENTS BY DECLARANT. Declarant shall have and reserves the right at any time from time to time, without joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of (a) correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, (b) to delete or modify any covenant, restriction, condition or provision hereof or to add hereto any restriction, condition or provision, if such deletion, modification or addition shall be required by a governmental body (or agency or political subdivision thereof) or by any other supplier of public utilities to the Project, as a condition precedent to its agreement to supply public utilities to any portion of the Project as evidenced by this Declaration to any portion of the Project as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee, or (c) when Declarant finds that it is in the interest of the subdivision, to designate additional land as Common Properties.

8.04 ENFORCEMENT. Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Reasonable attorney's fees shall be allowed to any party prevailing in any action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument.

8.05 SEVERABILITY. Severability and invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

8.06 RELEASE OF RESTRICTIONS. Notwithstanding any provision of this instrument to the contrary, the Committee shall, with the written consent of the owners of not less than ninety percent (90%) of the Lots in the Subdivision, have the right to amend and/or terminate the restrictions set out in this instrument. Upon the recordation of such an instrument in the Official Records of Williamson County, Texas, reflecting the acceptance of the Committee and the owners of not less than ninety percent (90%) of the Lots in the Subdivision, the restrictions set out in this agreement shall automatically be amended or terminated as provided therein.

EXECUTED this 10<sup>th</sup> day of ~~February~~ <sup>MARCH</sup> 1985.

ANDERSON MILL VILLAGE SOUTH  
JOINT VENTURE, a Texas joint venture

By: Equitable Savings Association

By Harry S. Hutchison  
Harry S. Hutchison, Presiden  
(Name and Title)

By: Baldwin-Tripod Joint Venture

By: ALAN  
Alan Baldwin Builder, Inc.

By Alan Baldwin, Pres.  
(Name and Title)

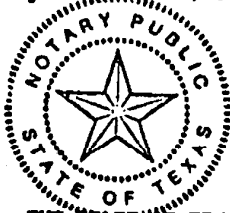
By: Tripod Realty, Inc.

By Bartley O. Harris, Pres.  
(Name and Title)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on March 18, 1985 by HARRY S. Hutchison, President, of Equitable Savings Association, a Texas savings and loan association, on behalf of said association, Venturer of Anderson Mill Village South Joint Venture, a Texas joint venture, on behalf of said venture.

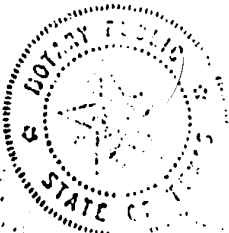


Carol Sanderson  
Notary Public - State of Texas  
My commission expires: 8-28-85

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on March 21, 1985 by ALAN BALDWIN, PRESIDENT, of Alan Baldwin Builder, Inc., a Texas corporation, on behalf of said corporation, Venturer of Baldwin-Tripod Joint Venture, a Texas joint venture, Venturer of Anderson Mill Village South Joint Venture, a Texas joint venture, on behalf of said venture.



Helen Soto  
Notary Public - State of Texas  
My commission expires: \_\_\_\_\_

HELEN SOTO  
Notary Public, State of Texas  
My Commission Expires 3-31-89

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on March 26, 1985 by Bartley D. Harris, President, of Tripod Realty, Inc., Inc., a Texas corporation, on behalf of said corporation, Venturer of Baldwin-Tripod Joint Venture, a Texas joint venture, Venturer of Anderson Mill Village South Joint Venture, a Texas joint venture, on behalf of said venture.



Betty Smith  
Notary Public - State of Texas  
My commission expires: 10/16/88  
Betty Smith

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on February \_\_\_\_\_, 1985 by \_\_\_\_\_, of Baldwin-Tripod Joint Venture, a Texas joint venture, on behalf of said joint venture.

\_\_\_\_\_  
Notary Public - State of Texas  
My commission expires: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on February \_\_\_\_\_, 1985 by \_\_\_\_\_ of Baldwin Builder, Inc., a Texas corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Texas

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on February \_\_\_\_\_, 1985 by \_\_\_\_\_ of Tripod Realty, Inc., a Texas corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Texas

P. H. PATTERSON  
Registered Public Surveyor  
P. O. Box 1475  
Cedar Park, Tx 78613  
(512) 258-5378

100-1111  
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Field Notes describing 3.34 acres of land out of and a part of the Elisha Allen Survey No. 2 situated in Williamson County, Texas, said 3.34 acre tract being more particularly described as being a portion of of that certain 39.201 acre tract conveyed to Anderson Mill Village South Joint Venture by deed of record in Volume 954, Page 162 of the Deed Records of Williamson County, Texas, said 3.34 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a steel pin found at the northeast corner of said 39.201 acre tract at the southeast corner of Lot 39 Block I Anderson Mill Village South, a subdivision of record in Cabinet D, Slide 347 of the Plat Records of Williamson County, Texas, in the west line of Lot 236 Forest North Estates Phase 2, a subdivision of record in Cabinet B, Slide 278 of the Plat Records of Williamson County, Texas for the northeast corner of the tract herein described;

THENCE with the north line of said 39.201 acre tract, same being the south line of said Anderson Mill Village S 70°51' W 360.15 feet to a steel pin set for the northeast corner of Lot 35 Block A of Anderson Mill Village South, a subdivision of record in Cabinet F, Slide 149 of the Plat Records of Williamson County for the northwest corner of the tract herein described;

THENCE leaving said north line S 19°09' E 201.32 feet to steel pin set at the end of Copper Creek Drive;

THENCE along the curving south line of said Copper Creek Drive, along a curve to the right whose radius is 50.0 feet, a sub-chord bears S 25°32'39" W 15.28 feet to a steel pin set;


THENCE with east and north lines of said Anderson Mill Village South the following four (4) courses;

1. S 19°09' E 114.82 feet to a steel pin set;
2. N 70°51' E 160.00 feet to a steel pin set;
3. S 19°09' E 122.11 feet to a steel pin set;
4. N 70°51' E 213.69 feet to a steel pin set in the west line of said Forest North Estates Phase 2 for the southeast corner of the tract herein described;

THENCE with the west line of said Forest North Estates Phase 2 the following five (5) courses;

1. N 19°25'42" W 90.39 feet to a steel pin found;
2. N 19°38'12" W 149.71 feet to a steel pin found;
3. N 19°13'21" W 101.98 feet to a steel pin found;
4. N 19°06'04" W 102.20 feet to a steel pin found;
4. N 20°49'49" W 41.52 feet to the place of BEGINNING containing 3.34 acres of land.

I hereby certify that the foregoing notes represent the results of a survey made on the ground under my supervision according to law, they are true and correct to the best of my ability, this the 14th day of February, 1985.

  
P. H. PATTERSON  
REGISTERED PUBLIC SURVEYOR  
NUMBER 2517

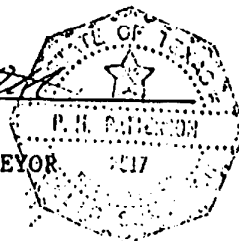


EXHIBIT A

C/A Mrs J. C. R.

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885-7211

FILED FOR RECORD

1985 MAR 28 PM 4: 32

*James S. Boydston*  
COUNTY CLERK  
WILLIAMSON COUNTY, TX

11040

3500  
27

STATE OF TEXAS COUNTY OF WILLIAMSON  
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 Williamson  
County, Texas, as stamped hereon by me, on



MAR 29 1985

*James S. Boydston*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS