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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FOREST NORTH ESTATES PHASE 4-D
MAINTENANCE ASSOCIATION
Williamson County, Texas

FOR

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

OF

FOREST NORTH ESTATES PHASE 4-D

MAINTENANCE ASSOCIATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FOREST NORTH ESTATES PHASE 4-D

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

THIS DECLARATION, made on the date hereinafter set forth by KEN BURGE CO., a Texas corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of certain property in the County of Williamson, State of Texas, known as FOREST NORTH ESTATES PHASE 4-D and which is more particularly described on the attached Exhibit "A".

NOW THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.1 ASSOCIATION. "Association" shall mean and refer to FOREST NORTH PHASE 4-D MAINTENANCE ASSOCIATION, INC., its successors and assigns.

1.2 CONSTRUCTION AND SALE PERIOD. "Construction and Sale Period" shall mean that period of time during which Declarant is developing the Premises and selling the Residential Buildings, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots.

1.3 LIENHOLDER OR FIRST MORTGAGEE. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any Residential Building in the development.

1.4 LOT. "Lot" shall mean and refer to those thirty-five (35) certain tracts or parcels of land within the existing Property and more particularly shown in Exhibit "B" hereto on which there is or will be constructed a Residential Building which is to be individually and separately owned. Declarant shall be the Owner of all of said Lots SAVE AND EXCEPT only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof.

1.5 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.6 OWNER. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Mortgagee or Lienholder who acquires fee simple title to any Lot which is a part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.7 PROPERTY, PREMISES OR DEVELOPMENT. "Property" shall mean and refer to that certain real property hereinbefore described.

1.8 RESIDENTIAL BUILDING. "Residential Building" shall mean a duplex residential building constructed on a Lot.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property, through judicial or non-judicial foreclosure, shall be a Member of the Association.

2.2 VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

a. Class A. Class A Members shall be all Owners, with the exception of KEN BURGE CO., a Texas corporation, the Declarant, and its successors and assigns, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote be split with respect to any Lot.

b. Class B. The Class B Member(s) shall be KEN BURGE CO., a Texas corporation, the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) three (3) years from the filing date hereof in the Deed Records of Williamson County, Texas.

2.3 NO CUMULATIVE VOTING. At all meetings of the Owners Association there shall be no cumulative voting.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessment to be fixed, established and collected as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such 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.

3.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property and of the Residential Buildings situated thereon. Assessments shall include, but are not limited to, funds to cover actual Association costs for all exterior maintenance of the Lots or Residential Buildings, as herein authorized or as may from time to time be authorized by the Board of Directors; legal and accounting fees, costs incurred in any condemnation hearing, as provided in Paragraph 8.7, and any fees for management services; and the cost of other facilities and service activities, including, but not limited to, front yard maintenance including mowing grass, grounds care and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

3.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$360.00 per duplex Lot.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be set effective January 1 of each year without a vote of the membership by an amount not to exceed one hundred and twenty percent (120%) of the budget of the preceding year.

c. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be set above one hundred and twenty percent (120%) only by the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the Members of each class.

d. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

3.4 NOTICE QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 3.3

Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 3.3 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. In lieu of a meeting, a door to door canvass may be used to get the written consent of two-thirds (2/3) of the Class A Owners and two-thirds (2/3) of the Class B Owners.

3.5 UNIFORM RATE OF ASSESSMENT. Annual assessments shall be fixed at a uniform rate for all Lots regardless of location, and shall commence and be due in accordance with the provisions of Paragraph 3.6 hereof.

3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

a. The annual assessments on the Lots shall commence on the first day of the month following the conveyance of the first Lot to an Owner.

b. As to each Lot owned by an Owner other than Declarant, the annual assessment shall commence on the date that such Lot is conveyed by Declarant to the Owner.

c. As long as Declarant holds any Class B voting rights as set out in Article II, Paragraph 2.2 herein, Declarant shall not be liable for annual assessments as set out in Paragraph 3.3a of this Article III. However, Declarant shall be responsible for the difference in the cost of maintenance borne by the Association and the assessments received from the Unit Owners holding Class A votes.

d. The annual assessment shall be due and payable in advance by each Owner to the Association in quarterly installments.

e. The annual assessment for the first assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner. Except for the first assessment year, the Association shall fix the amount of the annual assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice

given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the annual assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

a. All payments of the assessments shall be made to the Association at its principal place of business in Williamson County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the assessments shall be both a continuing affirmative covenant personal to the Owner (other than the Declarant) and a continuing covenant running with the land. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of assessments attributable to a period prior to the date he purchased his Residential Building.

b. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such assessment is not paid within thirty (30) days after the date of delinquency, the assessment shall bear interest from the date of delinquency, until paid, at the rate of ten percent (10%) per annum. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions set forth in Subparagraph "c" of this Paragraph 3.7, foreclose the lien against the Lot, as provided in Subparagraph "d" of this Paragraph 3.7. There shall be added to the amount of such assessment the late charge, the costs of preparing and filing

the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosing against such Owner or the collection of such delinquent assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Lot to secure payment of a common assessment which is levied pursuant to the terms hereof. Such liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default.

c. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Williamson County; said notice of claim must cite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

d. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code, as amended by Acts 1983, 68th Leg., Ch. 915 (Sec. 3810 Revised Civil Statutes), or in any other manner permitted by law. Each Owner, by accepting a deed to his Lot, expressly grants to the Association a power of sale, as set

forth in said Section 51.002 of the Texas Property Code, as amended by Acts 1983, 68th Leg., Ch. 915 (Sec. 3810 Revised Civil Statutes), in connection with the assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

e. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release.

f. Upon written request by a First Mortgagee, the Association shall provide the Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of assessments, which is not cured within thirty (30) days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration.

g. The assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

3.8 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the assessments provided for herein shall be subordinate to the lien of any duly recorded purchase money or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer, except for its pro-rata share resulting from a reallocation among all Lot Owners. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due, according to the terms herein provided.

3.9 EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

3.10 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty (30) days' written notice. Such termination will be authorized by a majority vote of Members of the Association. In no event shall such management agreement be canceled prior to execution by the Association or its Board of Directors of a new management agreement unless the new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed three (3) years and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Members of the Association may terminate the professional management of the Property and assume self-management by the Association upon written agreement executed by Members entitled to cast sixty-seven percent (67%) of the votes of the Association and First Mortgagees which have mortgages on Lots holding fifty-one percent (51%) of the votes of the Association.

3.11 INSURANCE REQUIREMENTS.

a. Each Owner shall be required to furnish annually to the Association, and to the complete satisfaction of the Board of Directors, proof of insurance coverage on his Residential Building by a reputable insurance company acceptable to the Association and licensed to do business in the State of Texas in an amount equal to the replacement costs of the Residential Building, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. In the event of

damage or destruction of a Residential Building, the Owner thereof shall repair or rebuild such Residential Building to its former condition. In the event said Owner fails or refuses to do so, the Association is hereby authorized to undertake to rebuild or repair the Residential Building and assess said Owner for the cost of such repair or replacement. Such assessment shall become the personal obligation of said Owner and shall be enforceable as if it were a special assessment as herein provided. Should an Owner fail to provide adequate proof of insurance, the Association shall have the authority to purchase such coverage, as herein described, and premiums for any insurance obtained by the Association on individual Residential Buildings shall not be a part of the Common Expense but shall be a debt owed by the Owner of said Residential Building and shall become part of the assessments payable by said Owner and collectible as such as herein provided.

b. The Association through the Board of Directors, or its duly authorized agent, shall obtain a policy of fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

c. Premiums for all such insurance authorized by Subparagraph 3.11b shall be a Common Expense payable from property assessments. Liability and personal property insurance for Lots and the contents of Residential Buildings shall be the responsibility of and the expense of each individual Owner.

d. Upon written request to the Association, First Mortgagees shall be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE IV

ARCHITECTURAL CONTROL

4.1 PHYSICAL RESTRICTIONS. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot or used in connection

with any Lot after the purchase of any Lot from Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required; and this Article will be deemed to have been fully satisfied. Approval, once given, shall be irrevocable.

ARTICLE V

MAINTENANCE

5.1 ASSOCIATION RESPONSIBILITIES. The Association shall provide maintenance upon the front yard of each Lot which is subject to assessment hereunder, including mowing and caring for the grass, shrubs, trees and other landscape improvements of the front yards. Such landscape maintenance shall not include landscaping and plantings installed by the Owner or occupants of the Residential Building.

5.2 OWNER RESPONSIBILITY. The Residential Building and back yard shall be maintained and kept in repair by the Owner thereof. In the event the need for maintenance on the front yard of a Lot is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner, the cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything contained herein, Owner's liability for maintenance and repair is limited to that liability Owner would have under Texas law.

5.3 AUTHORITY OF ASSOCIATION. In the event an Owner is responsible for maintenance of his Residential Building or yard, as set forth in Paragraph 5.2, and such Owner shall fail to maintain the premises and improvements in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair,

maintain and restore said Lot and improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

USE RESTRICTIONS

6.1 RESIDENTIAL USES AND LIMITATIONS. The Property is hereby restricted to residential dwellings for residential use only. All Buildings or structures erected upon said Property shall be of new construction. No Buildings or structures shall be moved from other locations onto said Property, and no subsequent Buildings or structures other than Residential Buildings shall be constructed. No structures of a temporary character, including trailers, motor vehicles, tents, shacks, garages, barns or other outbuildings, shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

6.2 FREEHOLD ESTATE. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

6.3 DECLARANT EXEMPTION. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the Construction and Sale Period, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of said Residential Buildings. This shall include, but shall not be limited to, a business office, storage area, construction yards, model Units and sales and leasing office.

6.4 DOMESTIC ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that a reasonable number, consistent with a residence, of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6.5 SIGNS. No advertising signs (except not more than one [1] five [5] square foot "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Residential

Building or any resident thereof. Declarant, however, shall have the sole right to erect identifying signs of any size at each entrance to the Property. The Board of Directors reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved. No business activities of any kind whatever shall be conducted in any Building or in any portion of said Property. However, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of Buildings, if any, of Declarant, its agents and assigns during the Construction and Sale Period, or of the Association as incorporated or to be incorporated under the laws of the State of Texas, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

6.6 VISUAL CONTROLS. All clotheslines, equipment, service yards or storage piles shall be kept within the screened areas so as to conceal them from view of neighboring Residential Buildings and streets. All rubbish, trash and garbage shall be kept in containers within the area provided with each Residential Building and designated by the Association for collection purposes.

6.7 SPECIFIC USES. Except in the individual areas appurtenant to a Residential Building, no planting or gardening shall be done; and no fences, hedges or walls shall be erected or maintained upon said Property, except such as are installed in accordance with the initial construction of the Buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, except as herein provided or as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this Paragraph is for the mutual benefit of all Owners of Lots in the FOREST NORTH ESTATES PHASE 4-D Development, and is necessary for the protection of said Owners.

6.8 STRUCTURAL INTEGRITY OF RESIDENTIAL BUILDINGS. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Residential Building or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Residential Buildings or their Owners.

6.9 ANTENNAS. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements upon the Property, nor upon any structure situated upon the Property.

6.10 PARKING AND STORAGE AREA RESTRICTIONS. No parking space on the Property shall, without express permission of the Association, be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate.

6.11 ANNOYANCE. No activity shall be carried on upon any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity is in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

6.12 NO DISCRIMINATION. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE VII

EASEMENTS

7.1 ENCROACHMENTS. Each Residential Building shall be subject to an easement for minor encroachments created by construction, settling, overhangs, brick ledges, balconies, fences or other protrusions designed or constructed by Declarant and for the maintenance (if any) of same, so long as it exists. In the event a Residential Building is partially or totally destroyed and then rebuilt, the Owners of the Residential Buildings so affected agree that minor encroachments onto parts of the adjacent Residential Buildings due to construction or repair shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

7.2 RESERVATION OF VARIANCE. In the original construction of Residential Buildings upon the Property, Declarant expressly reserves the right, in order to facilitate construction and to avoid monotony of design, to extend front or back walls of Residential Buildings into adjoining Lots and create a valid permanent easement for the maintenance of same, and for the

repair or rebuilding of such encroaching wall in the event of partial or total damage or destruction thereof. Conveyance of the Lot, plot or tract upon which any such home is erected shall, without specific mention thereof, serve as a conveyance of the easement for such encroachment.

7.3 ADDITIONAL EASEMENTS. There is hereby created a blanket easement upon, across, over and under said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the electric and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electric and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Residential Buildings. An easement is, in addition, specifically granted to the United States Post Office, its agents and employees to enter upon the Lots in the performance of mail delivery or any other United States Post Office services. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees or any management company duly selected by the Association, to enter in or to cross over the Lots and Residential Buildings to perform the duties of maintenance and repair provided for herein. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property, except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right during the Construction and Sale Period to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article VII shall in no way affect any other recorded easement on said Premises.

ARTICLE VIII

GENERAL PROVISIONS

8.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions,

covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8.3 AMENDMENT.

a. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by Owners of not less than sixty-seven percent (67%) of the Lots now in the Development and thereafter by an instrument signed by Owners of not less than fifty-one percent (51%) of the Lots now in the Development. Any amendment must be properly recorded in the Deed Records of Williamson County, Texas.

b. The Declarant reserves the right during the Construction and Sale Period, without joinder or consent of any Owner or Mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Residential Building Owner.

8.4 MORTGAGEE RIGHTS.

a. Upon written request to the Owners Association any holder of a first mortgage lien will be entitled to: (1) inspect the books

and records of the Association during normal business hours, (ii) receive annual financial statements audited and otherwise, within ninety (90) days following the end of the Association's fiscal year, (iii) receive notice of the Association's meetings and designate a representative to attend such meetings, and (iv) receive notice of any default in the performance of its mortgagor of any obligation under this Declaration or the By-Laws which is not cured within sixty (60) days.

b. The Association shall immediately reimburse First Mortgagees who may, jointly or singly pay overdue premiums on fidelity insurance policies.

8.5 LEASES. Any lease agreement between an Owner and a lessee shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, By-Laws and Articles of Incorporation, and any violation of any provision of said documents will be a default under the terms of the lease.

8.6 SUBSTANTIAL TAKING OR DESTRUCTION. Any holder of a first mortgage lien will be entitled to timely written notice of substantial damage to or destruction of any Unit on which it holds the mortgage.

8.7 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Lot. The expense of participation in such proceedings by the Association may be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

8.8 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 17th day of MAY, A.D., 1984.

KEN BURGE CO.

NO SEAL

By: [Signature]

ATTEST:

By: [Signature]
Secretary

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared George McCause, Jr., Senior Vice President of Ken Burge Co., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 17th day of MAY, A.D., 1984.



[Signature]
Notary Public in and for
The State of Texas
My Commission Expires: _____

DEBORAH CAMPBELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 7-26-86

EXHIBIT "A"

FIELD NOTES describing 15.79 acres of land out of and a part of the Elisha Allen 1/4 League situated in Williamson County, Texas, said 15.79 acre tract being more particularly described as being a portion of that certain 232.5 acre tract of land that was conveyed to Raymond E. Mitchell, Trustee by deed of record in Volume 560, Page 597 of the Williamson County, Texas Deed Records, said 15.79 acre tract being more fully described by metes and bounds as follows;

BEGINNING at an iron pipe found at the most westerly corner of said 232.5 acre tract for the most westerly corner of the 15.79 acre tract herein described, and from which point the northeast corner of said Allen League bears $N49^{\circ} 28'E$ 3651.65 feet;

THENCE with the northwest line of said 232.5 acre tract the following three (3) courses; 1.) $N35^{\circ} 33'E$ 195.92 feet; 2.) $N33^{\circ} 19'E$ 248.51 feet; 3.) $N34^{\circ} 14'E$ 401.15 feet to an iron pin found at the northwest corner of Lot A, Forest North Estates Phase IVC, as recorded in Cabinet "C", Slides 362 & 363 of the Williamson County, Texas Plat Records, for the most northerly corner of the 15.79 acre tract herein described;

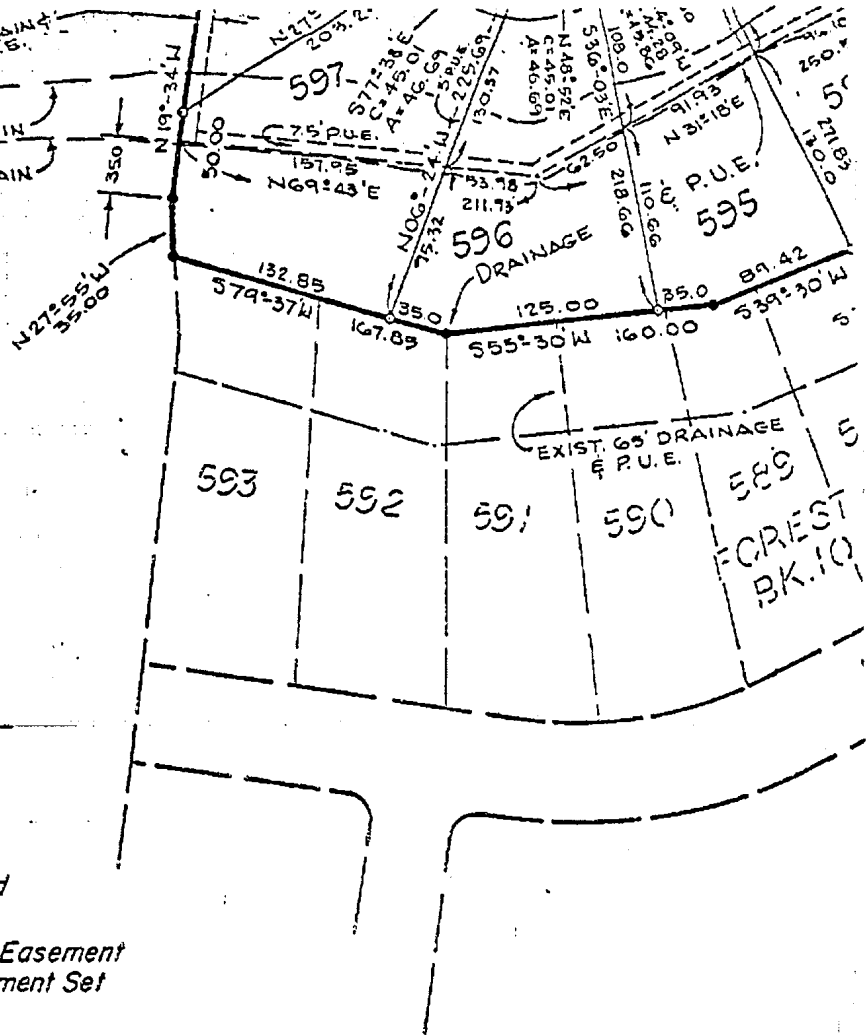
THENCE with the southwest and northwest lines of said Phase IVC the following five (5) courses; 1.) $S52^{\circ} 28'E$ 352.56 feet; 2.) $S34^{\circ} 16'W$ 240.0 feet; 3.) $S52^{\circ} 28'E$ 287.06 feet; 4.) $S37^{\circ} 32'W$ 220.87 feet; 5.) $S52^{\circ} 28'$ 400.35 feet to an iron pin found at the most southerly corner of said Phase IVC, in a north line of Forest North Estates Phase 4, as recorded in Plat Book 10, at page 10 of the Williamson County Plat Records for the southeast corner of the 15.79 acre tract herein described;

THENCE with said north line of said Phase 4 the following four (4) courses; 1.) $S31^{\circ} 00'W$ 50.61 feet; 2.) $S39^{\circ} 30'W$ 135.0 feet; 3.) $S55^{\circ} 30'W$ 160.0 feet; 4.) $S79^{\circ} 37'W$ 167.85 feet to an iron pin found in a west line of said 232.5 acre tract, at a northwest corner of said Phase 4, for a corner of the 15.79 acre tract herein described;

THENCE with the outside boundary of said 232.5 acre tract the following eight (8) courses; 1.) $N27^{\circ} 55'W$ 35.00 feet; 2.) $N19^{\circ} 34'W$ 233.52 feet; 3.) $S47^{\circ} 05'W$ 105.00 feet; 4.) $S47^{\circ} 28'W$ 219.30 feet; 5.) $N21^{\circ} 44'W$ 64.22 feet; 6.) $N28^{\circ} 36'W$ 128.61 feet; 7.) $N29^{\circ} 00'W$ 249.10 feet; 8.) $N28^{\circ} 08'W$ 175.85 feet to the place of BEGINNING containing 15.79 acres of land.

HARRY DEARING
VOL. 292 PG. 220

100 YEAR
FLOOD PLAIN
25 YEAR
FLOOD PLAIN



SCALE: 1" = 100'

LEGEND

- — Iron Pin Set
- — Iron Pin Found
- B.L. — Building Line
- P.U.E. — Public Utility Easement
- ▣ — Concrete Monument Set

FOREST NORTH ES

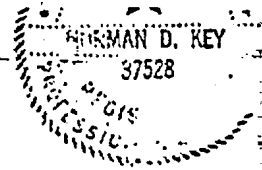
This subdivision has been approved for thirty five (35) lots which will be served by septic tanks. There shall be no occupancy of any lots in this subdivision until connection is made to a public water supply, and to a septic tank and system approved by the Williamson County Health Department, or to a sewer system.

July 55 1977
DATE

Clarence J. Gunda
SANITARIAN II
WILLIAMSON COUNTY HEALTH DEPT.

EXHIBIT "B"

- SHEET

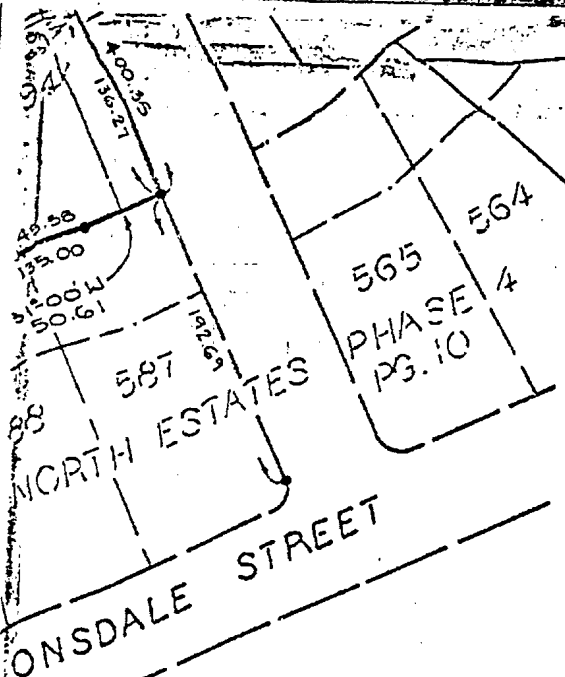


MINIMUM FIRST FLOOR ELEVATIONS

Lot No.	Elevation
594	900.8
595	901.0
596	901.3
597	902.5

SIDEWALK NOTE

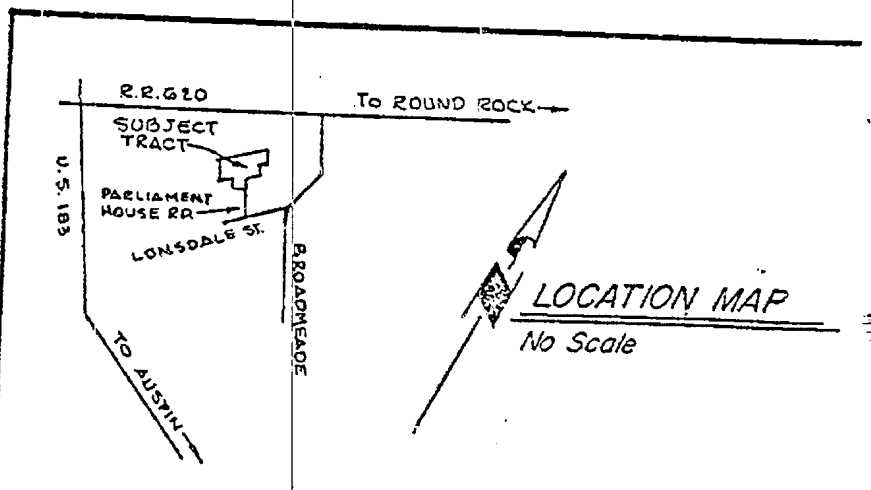
Sidewalks required on both sides of Parliament House Road, on the south side of Waverly Court, on the south side of Cowdray Park, on the west side of Saxby Court, and on the north side of Lyndhurst Street.



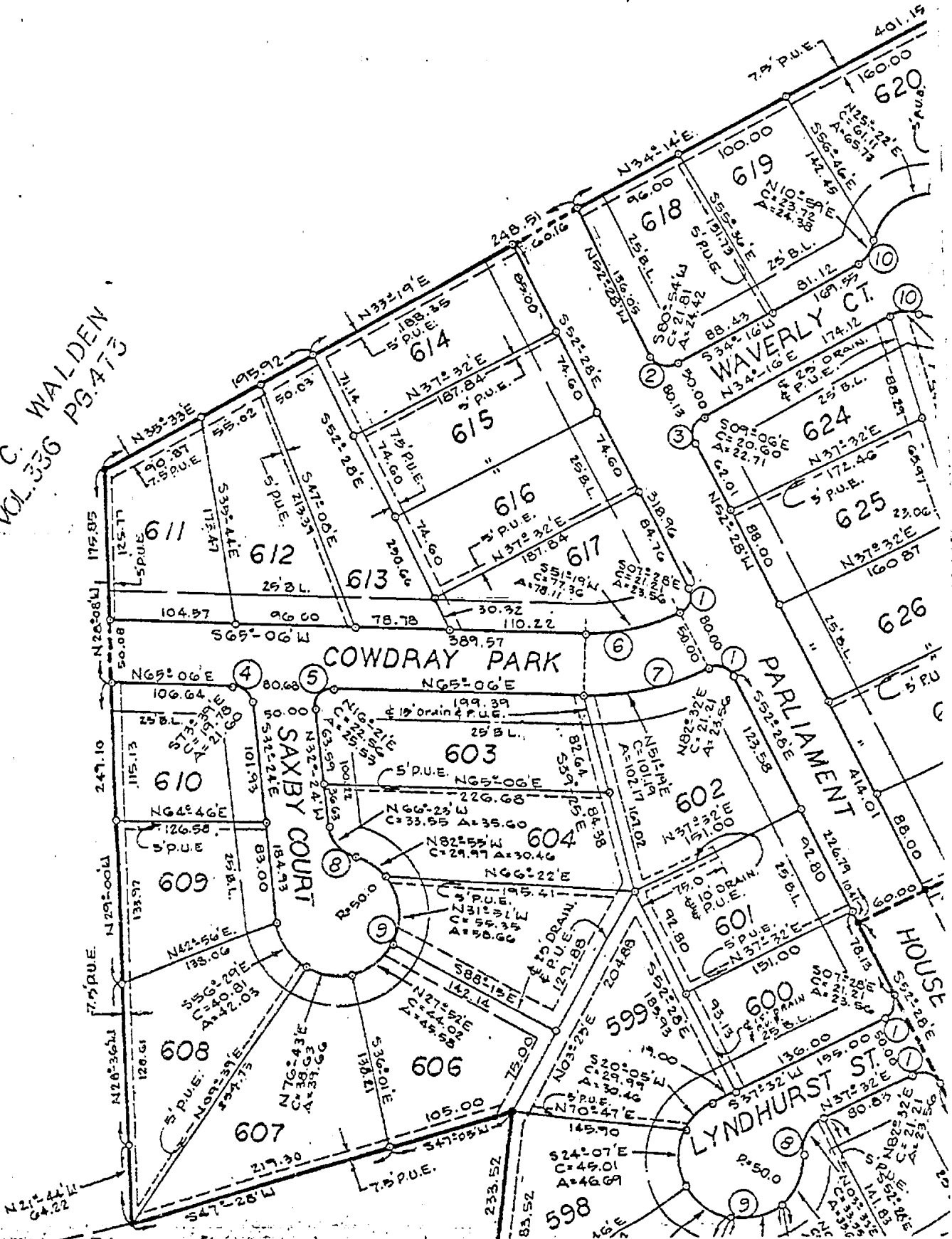
CURVE DATA

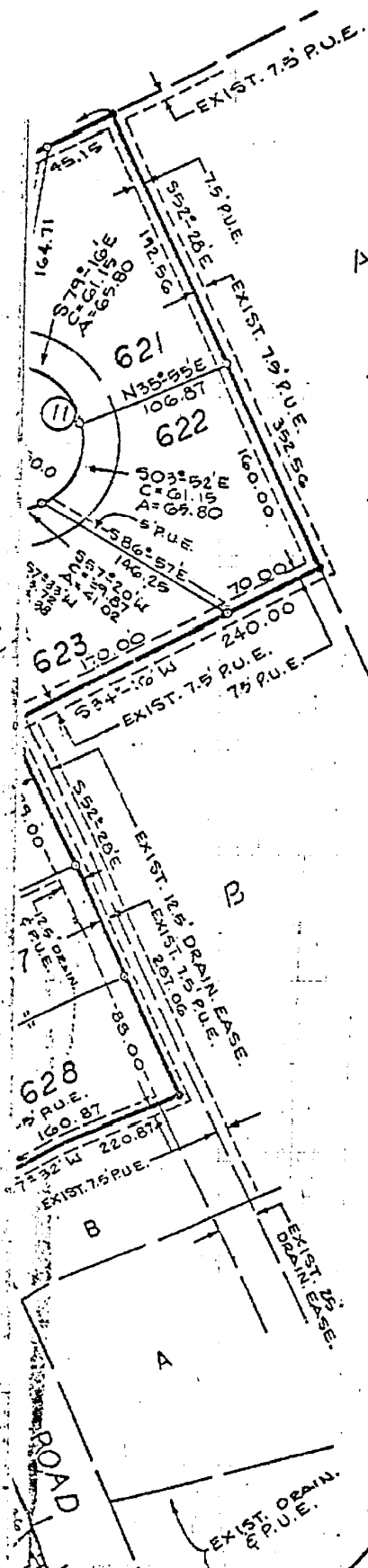
①	②	③	④	⑤	⑥
I = 90° 00'	93° 16'	86° 44'	82° 30'	97° 30'	27° 34'
T = 15.00'	15.88'	14.17'	13.15'	17.10'	39.83'
R = 15.00'	15.00'	15.00'	15.00'	15.00'	162.35'
C = 21.21'	21.81'	20.60'	19.78'	22.56'	77.36'
A = 23.56'	24.42'	22.71'	21.60'	25.53'	78.11'
⑦	⑧	⑨	⑩	⑪	
I = 27° 34'	67° 58'	247° 58'	46° 34'	273° 08'	
T = 52.09'	20.23'	—	12.91'	—	
R = 212.35'	30.01'	50.00'	30.00'	50.00'	
C = 101.19'	33.55'	—	23.72'	—	
A = 102.17'	35.60'	216.39'	24.38'	238.35'	

TATES PHASE IV-D



R. C. WALDEN
VOL. 336 PG. 473





FOREST NORTH ESTATES PHASE IVC
CABINET "C" SLIDES 352 & 353

FIELD NOTES describing 15.79 acres of land out of and a part of the Elisha Allen 1/4 League situated in Williamson County, Texas, said 15.79 acre tract being more particularly described as being a portion of that certain 232.5 acre tract of land that was conveyed to Raymond E. Mitchell, Trustee by deed of record in Volume 560, Page 597 of the Williamson County, Texas Deed Records, said 15.79 acre tract being more fully described by metes and bounds as follows;

BEGINNING at an iron pipe found at the most westerly corner of said 232.5 acre tract for the most westerly corner of the 15.79 acre tract herein described, and from which point the northeast corner of said Allen League bears N49° 28'E 3651.65 feet;

THENCE with the northwest line of said 232.5 acre tract the following three (3) courses; 1.) N35° 33'E 195.92 feet; 2.) N33° 19'E 248.51 feet; 3.) N34° 14'E 401.15 feet to an iron pin found at the northwest corner of Lot A, Forest North Estates Phase IVC, as recorded in Cabinet "C", Slides 362 & 363 of the Williamson County, Texas Plat Records, for the most northerly corner of the 15.79 acre tract herein described;

THENCE with the southwest and northwest lines of said Phase IVC the following five (5) courses; 1.) S52° 28'E 352.56 feet; 2.) S34° 16' W 240.0 feet; 3.) S52° 28'E 287.06 feet; 4.) S37° 32' W 220.87 feet; 5.) S52° 28'E 400.35 feet to an iron pin found at the most southerly corner of said Phase IVC, in a north line of Forest North Estates Phase 4, as recorded in Plat Book 10, at page 10 of the Williamson County Plat Records for the southeast corner of the 15.79 acre tract herein described;

THENCE with said north line of said Phase 4 the following four (4) courses; 1.) S31° 00' W 50.61 feet; 2.) S39° 30' W 135.0 feet; 3.) S55° 30' W 160.0 feet; 4.) S79° 37' W 167.85 feet to an iron pin found in a west line of said 232.5 acre tract, at a northwest corner of said Phase 4, for a corner of the 15.79 acre tract herein described;

THENCE with the outside boundary of said 232.5 acre tract the following eight (8) courses; 1.) N27° 55' W 35.00 feet; 2.) N19° 34' W 233.52 feet; 3.) S47° 05' W 105.00 feet; 4.) S47° 28' W 219.30 feet; 5.) N21° 44' W 64.22 feet; 6.) N28° 36' W 128.61 feet; 7.) N29° 00' W 24.910 feet; 8.) N28° 08' W 175.85 feet to the place of BEGINNING containing 15.79 acres of land

THIS IS TO CERTIFY THAT AUSTIN CITY CODE, CHAPTER 23.27 OF 1954, HAS BEEN COMPLIED WITH.

1-27-77 Clinton P. Rippey
DATE CLINTON P. RIPPY
REGISTERED PUBLIC SURVEYOR
NUMBER 1453

CONSULTING DRAINAGE ENGINEERS:
LOCKWOOD, ANDREWS & NEWNAM, INC.

9-2-77 Norman D. Keyes
DATE



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

That Raymond E. Mitchell (Trustee), owner of that certain 232.5 acre tract of land out of a
him by deed of record in Volume 560, Page 597 of the Williamson County, Texas Deed Records, do
plat, to be known as FOREST NORTH ESTATES PHASE IV-D, and does hereby dedicate to the p

WITNESS MY HAND, this th

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared Raymond E. Mitche
and he acknowledged to me that he executed the same for the purposes and considerations there

WITNESS MY HAND AND SEAL OF OFFICE, this the _____

APPROVED FOR ACCEPTANCE, this the 27TH day
of SEPTEMBER, A.D. 1977.

ACCEPTED

AUSTIN, T

Richard Lillie
Richard R. Lillie, Director of Planning

M. E. V.
Secretary

THERE ARE 1875 LINEAL FEET OF STREETS WITHIN THIS SUBDIVISION.

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understo
culverts necessary to be constructed or placed in such streets, roads, or other public thorough
and/or developer of the tract of land covered by this plat, in accordance with the plans and speci
assumes no obligation to build or maintain any of the streets, roads, or other public thoroughfares
further understood that upon completion of the aforesaid obligations of the developer, and 80 %
drainpipes have been installed, upon written permission from the County Commissioner, the Commi
facilities.

and a part of the Elisha Allen 1/4 League, situated in Williamson County, Texas, conveyed to
does hereby subdivide 15.79 acres of said 232.5 acre tract, in accordance with the attached
public use the streets and easements as shown there on.

the 21st day of September, A.D. 1977.

Raymond E. Mitchell
Raymond E. Mitchell (Trustee)

all (Trustee), known to me to be the person whose name is subscribed to the foregoing instrument,
in expressed.

21st day of September, A.D. 1977.

Charles E. Mallett
Notary Public, in and for Travis County, Texas



AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF
TEXAS, this the 27TH day of SEPTEMBER, A.D. 1977

Charles Miguel A. Guerrero
Chairman

and that the building of all streets, roads, or other public thoroughfares and any bridges or
structures as shown on this plat, or in connection therewith, shall be the responsibility of the owner
as prescribed by the Commissioners Court of Williamson County, Texas, and said Court
as shown on this plat, or of constructing any bridges or culverts in connection therewith. It is
occupancy of the lots along the roadways and streets has been achieved, and all driveway
Commissioners Court assumes full responsibility for maintenance of said streets, roads and drainage

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, C. L. Chance, County Judge of Williamson County, Texas, do hereby certify that this map
FOREST NORTH ESTATES PHASE IV-D, having been duly presented to the Commissioners Court
and said plat is authorized to be registered and recorded in the proper records of the County Clerk

Date

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, Dick Cervenka, Clerk of the County Court, within and for the County and State aforesaid

Authentication, was filed for record in my office on the _____ day of _____

the _____ day of _____, A.D. 1977, at _____ o'clock _____

WITNESS MY HAND &
AT OFFICE IN GEORGETOWN, TEXAS

Dick Cervenka, Clerk, County of Williamson

By _____

SHEET 20

4-23-77

or plat, with field notes attached hereon, and the surveyors certificate appearing hereon, that
of Williamson County, Texas, and by said Court duly considered, were on this day approved,
of Williamson County, Texas.

C. L. Chance, County Judge, Williamson County, Texas

aid, do hereby certify that the foregoing instrument of writing, with it's Certificate of
_____, A.D. 1977, at _____ o'clock _____ M., and was duly recorded on
____ M., in the Plat Records of said County, in Cabinet _____, Slides _____.

VD SEAL OF THE COUNTY COURT OF SAID COUNTY,
TOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

County Court, Williamson County, Texas

_____, Deputy

FILED FOR RECORD

1984 JUL 20 PM 3:50

James S. Boydston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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



JUL 23 1984
James S. Boydston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

OF 2