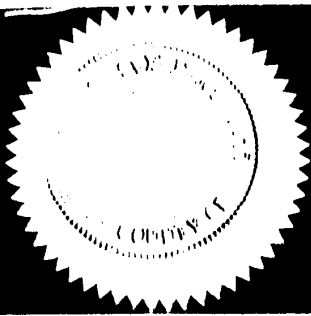


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Henry Patton
Notary Public in and for
Williamson County, Texas

Filed for Record on the 15 day of
Duly Recorded this the 18 day of

Dec
Dec

A. D. 19 72, at 3:00 o'clock P.M.
A. D. 19 72, at 2:25 o'clock P.M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By *Barbara Sheffield* Deputy

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THE STATE OF TEXAS I
 I
COUNTY OF WILLIAMSON I

RESTRICTIVE COVENANTS
VILLAGE OAKS,
SECTION ONE

WHEREAS, Thornton Homes, Inc. is the owner of Village Oaks, Section One, a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Volume 6, Pages 66-67, Plat Records of Williamson County, Texas; and,

WHEREAS, it is the desire of such owner that restrictions, conditions and covenants be placed on such subdivision in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said subdivision,

KNOW, THEREFORE, the following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Village Oaks, Section One:

1. Designation of Use. All lots shown on the plat of Village Oaks, Section One, shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on upon any of said lots.
2. Ground Floor Area. The ground floor area of the main structure of the residences, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for one-story dwellings, nor less than 600 square feet for dwellings of more than one story.
3. Garage and Driveway. A garage or carport of at least two-car capacity shall be erected for or as part of each residence, and such garage or carport shall have a one-ribbon driveway of asphalt or concrete going to the pavement in the street.
4. Construction and Materials. All dwellings shall be of recognized standard construction and materials.
5. Building Setback Lines. No structure shall be located or erected on any lot nearer to the front lot line or nearer to the side lot line than shown on the plat of this subdivision, nor shall any structure be located nearer than 5' to any interior lot line.
6. Outbuildings. No structure of a temporary character, nor a tent, trailer, mobile home, barn or shack shall ever be placed on any of the lots in this subdivision for use as a residence either temporarily or permanently.
7. Animals. No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. Trash. No junk or abandoned automobiles, automotive parts, abandoned appliances or any other trash or rubbish shall be permitted to remain upon any lot or street in this subdivision. Household trash, garbage or other waste shall not be kept except in sanitary containers. All trash, garbage and other waste shall be disposed of by removing the same from this subdivision, and shall not be burned in this subdivision.

9. Fences, Walls and Hedges. No fence, wall or hedge shall be built or maintained forward of the building setback line on any lot.

10. Binding Period of Restrictions. These restrictions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in this subdivision whether by purchase, assignment, devise or descent or otherwise, and every person by the acceptance of title to any lot herein shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five years from the date this instrument is recorded, after which time, the same shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in this subdivision has been recorded, agreeing to change said restrictions, conditions, covenants and uses in whole or in part.

11. Enforcement and Penalty Provisions. If any person or persons shall violate or attempt to violate any provisions herein contained, it shall be lawful for any person or persons owning any of the lots in this subdivision to prosecute proceedings at law or in equity against the persons or person violating or attempting to violate such provisions to prevent such violation or attempt thereat or to recover damages for such violation. Invalidation of any one or part of these provisions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 10th day of November, 1972.

attest and seal
omitted by resolution

THORNTON HOMES, INC.

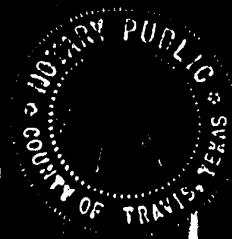
by: Gary L. Thornton
Gary L. Thornton, President

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary L. Thornton, President of Thornton Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of said Corporation for the consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of November, 1972.

Lois Robinson
Notary Public in and for
Travis County, Texas.



THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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RESTRICTIVE COVENANTS
VILLAGE OAKS,
SECTION TWO

FILE COPY

WHEREAS, Thornton Homes, Inc. is the owner of Village Oaks, Section Two, a Subdivision in Williamson County, Texas, as shown by the map or plat thereof of record in Volume 7, Page 1, Plat Records of Williamson County, Texas; and,

WHEREAS, it is the desire of such owner that restrictions, conditions and covenants be placed on such Subdivision in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said Subdivision;

NOW, THEREFORE, the following restrictions, conditions, covenants and uses are hereby impressed and imposed upon Village Oaks, Section Two:

1. Designation of Use. All lots shown on the plat of Village Oaks, Section Two, shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on upon any of said lots.

2. Ground Floor Area. The ground floor area of the main structure of the residences, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for one-story dwellings, nor less than 600 square feet for dwellings of more than one story.

3. Garage and Driveway. A garage or carport of at least two-car capacity shall be erected for or as part of each residence, and such garage or carport shall have a one-ribbon driveway of asphalt or concrete going to the pavement in the street.

4. Construction and Materials. All dwellings shall be of recognized standard construction and materials.

5. Building Setback Lines. No structure shall be located or erected on any lot nearer to the front lot line or nearer to the side lot line than shown on the plat of this Subdivision, nor shall any structure be located nearer than 5' to any interior lot line.

6. Outbuildings. No structure of a temporary character, nor a tent, trailer, mobile home, barn or shack shall ever be placed on any of the lots in this Subdivision for use as a residence either temporarily or permanently.

7. Animals. No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. Trash. No junk or abandoned automobiles, automotive parts, abandoned appliances or any other trash or rubbish shall be permitted to remain upon any lot or street in this Subdivision. Household trash, garbage or other waste shall not be kept except in sanitary containers. All trash, garbage and other waste shall be disposed of by removing the same from this Subdivision, and shall not be burned in this Subdivision.

9. Fences, Walls and Hedges. No fence, wall or hedge shall be built or maintained forward of the building setback line on any lot.

10. Binding Period of Restrictions. These restrictions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in this Subdivision whether by purchase, assignment, devise or descent or otherwise, and every person by the acceptance of title to any lot herein shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding for a period of twenty-five years from the date this instrument is recorded, after which time, the same shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in this Subdivision has been recorded, agreeing to change said restrictions, conditions, covenants and uses in whole or in part.

11. Enforcement and Penalty Provisions. If any person or persons shall violate or attempt to violate any provisions herein contained, it shall be lawful for any person or persons owning any of the lots in this Subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such provisions to prevent such violation or attempt thereat or to recover damages for such violation. Invalidation of any one or part of these provisions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

EXECUTED this 16 day of April, 1973.

Attest and seal
omitted by resolution

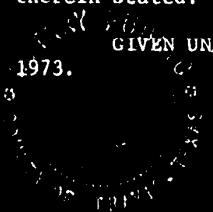
THORNTON HOMES, INC.

By Gary L. Thornton
Gary L. Thornton, President

THE STATE OF TEXAS - I
 I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary L. Thornton, President of Thornton Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of said corporation for the consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of April, 1973.



Peggy Bridger
Notary Public in and for Travis County,
Texas

17 Apr 73 8:00 A.M.
17 Apr 73 4:05 P.M.
Kathleen Walston

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6. SET BACK: No building shall be nearer than 25 feet to the road upon which the lot abuts, nor nearer than 10 feet to one side of said property line, and 5 feet to the other side of said property line. Any variation of this set back must have prior written approval of the Architectural Control Committee.

7. EASEMENT: Easements for installation and maintenance of utilities, are reserved over the rear 7.5 feet of each lot. Within the rear easements, no structure, fence, planting or other material shall be constructed, placed, altered, or permitted to remain which damages or interferes with the installation, operation or maintenance of such facility.

8. NUISANCES: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. SEWAGE DISPOSAL: There shall be constructed on each lot, where permanent improvements are placed, a sewage disposal system with a septic tank and the sewage disposal system shall be installed in accordance with acceptable standards and approved by State or County Health Officers.

10. SIGNS: No signs of any kind shall be in public view on any lot except signs approved by the Architectural Control Committee.

11. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any lot.

12. 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. The location of all incinerators or other equipment for the storage or disposal of rubbish, trash, garbage or other waste shall be subject to the control of the Architectural Control Committee. No unlicensed vehicles, except operational recreational vehicles in good operational condition, may be kept on the premises at any time.

13. WATER SUPPLY SYSTEM: No individual water supply system shall be permitted on any lot without prior written approval of the Architectural Control Committee.

14. RESUBDIVISION: No lot may be resubdivided without the prior written consent of the Architectural Control Committee.

15. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining quarrying or mining operations at any time shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lots. No derrick or other structure designed for the use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. TERM: These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a 3/4 majority of the then owners of the lots covered by these covenants, it is agreed to change said covenants in whole or in part by supplemental declaration or restrictions duly filed of record in Williamson County, Texas.

17. ENFORCEMENT - CUMULATIVE OF ALL OTHER COMMON LAW OR STATUTORY REMEDIES: Enforcement of any of these restrictive covenants may be by suit at law or in equity by or on behalf of the Architectural Control Committee, or by or on behalf of any owner of any lot in Village Oaks, Section III against any person, firm, or corporation violating, or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter for an appropriate order of injunction of either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to one restraining construction of improvements commenced without prior written approval of the Architectural Control Committee. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

