

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS ()

 () KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS ()

That WILLOW CREEK II, a Texas general partnership is the sole owner in fee simple of certain real property located in Travis County, Texas, and known by official plat designation as Saxony, as shown by the map or plat of said subdivision, recorded in the Plat Records of Travis County, Texas, in Book 86, Pages 83-C through 84-B, inclusive, with the exception of Lot 2, Block A, which is owned by W. Ray Rogers and Russell D. Parker partnership, a Texas general partnership.

That for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting said subdivision and for and in consideration of the mutual benefits to Willow Creek II and future owners of property in said subdivision, Willow Creek II does hereby declare that all of the lots in the subdivision (with the exception of Lot 2, Block A, owned by W. Ray Rogers and Russell D. Parker Partnership, which is zoned commercial) hereinabove described ("lots"), and each part thereof, shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with land and shall be binding on all parties having right, title or interest in any of the real property or any part thereof in the subdivision (other than Lot 2, Block A), their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to with:

A.

A-1. LAND USE AND BUILDING TYPED. Each lot shall be used for residential purposes as herein provided. No building shall be erected, altered, placed or permitted on any lot other than one detached single-family dwelling. No building shall exceed two (2) stories in height. No business of any kind shall be conducted in any residence or on any lot with the exception of the business of Willow Creek II, its successors, transferees, or assigns, in developing all of the lots within the subdivision.

A-2. ARCHITECTURAL CONTROL. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall, fence or any other improvements be altered, modified, added to or removed from any lot until the construction plans 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 call "Committee", nor shall the topography of any lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written approval of the Committee.

The Committee shall be composed of two members. The original members of the Committee shall be W. Ray Rogers and Russell D. Parker. The Committee may designate a representative to act for it. In the event of death or resignation of either member of the Committee, the remaining member shall have the authority to designate a

successor by filing with the Committee, its successor and assigns, a written designation of the successor. In the event of the death or resignation of any member of said committee, the remaining member shall have full authority to act until the member has been replaced. In the event of the death or resignation of both members of the Committee, Willow Creek II, its successors or assigns, shall have the authority to designate successor members to such committee, and if Willow Creek II fails to appoint new members within thirty (30) days after having received a written request therefore, the then owners of a majority of the lots in such subdivision shall have the right to designate an Architectural Control Committee.

The Committee, in considering each set of plans and specifications and the plan showing the locations of all improvements, shall consider, among other things, the quality of design and materials, harmony of the design with the existing structures, and the locations with respect to topography and finished grade elevation.

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. When in the opinion of the Committee, a waiver or modification of any of the restrictive covenants here in would not impair or detract from the high quality of the residential subdivision, it may, by written instrument in recordable form, waive or modify any such restrictions. All plans and specifications shall be delivered to the Committee in care of Willow Creek II, not less than thirty (30) days prior to the date construction is to be commenced, at its officers at Post Office Box 1136, Georgetown, Texas 78627 or such other address as it may designate, by certified mail, return receipt requested, or be personally delivered and a written receipt secured therefore, and the date of receipt at such address shall be considered the date of delivery to the Committee.

A-3. DWELLING AND SIZE. Except as set out below, the ground floor area of the main structure of all single-family dwellings, exclusive of open porches and garages, shall not be less than one thousand four hundred (1400) square feet for a residential dwelling of not more than one story, and not less than one thousand (1000) square feet for a residential dwelling of more than one story with the combine area of the first and second floors of any two-story structure to be not less than one thousand four hundred (1400) square feet. Each single-family dwelling must have an attached and enclosed garage with closable overhead door sufficient for at least one standard-sized automobile. Carports are not allowed.

As to Lots 1 through 26, Block "P", Lots 1 through 15, Block "Q", Lots 1 through 18, Block "R" and Lots 27 through 30, Block "J", the ground floor area of the main structure of all single-family dwellings, exclusive of open porches and garages, shall not be less than one thousand six hundred (1600) square feet for a residential dwelling of not more than one story, and not less than 1000 square feet for a residential dwelling of more than one story with the combined area of the first and second floors of any two-story structure to be not less than one thousand six hundred (1600) square fee.

Slabs shall be constructed to conform to elevations shown on the approved Area Grading Plan for Saxony.

A-4. SETBACK AND YARD REQUIREMENTS. Setback, front, rear and side yard requirements shall be those imposed by the City of Pflugerville, Travis County, Texas. For the purpose of these covenants, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

The entire area of the front yard must be completely covered with sod back to the building setback line. At least two (2) trees, each at least two inches (2") in diameter, must be planted in the front yard.

A-5. FENCES, WALLS, HEDGES AND SIDEWALKS. 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. The Committee shall, in its sole discretion, have the authority to determine rear lot lines, which may be one or more for a single lot, if clear differentiations cannot be made.

There shall be a six (6) foot high privacy fence approved as to materials and design, as herein provided, along the rear lot line of every lot abutting commercial property (Lot 2, Block A) prior to the first occupancy of each residence on any given lot.

There shall be public sidewalks placed on each lot by the builder in accordance with city of Pflugerville specifications. Sidewalks shall be installed before any occupancy in any single-family dwelling or before any other use. The standard for the installation of any sidewalk shall be a set out at the time of installation by the city of Pflugerville, Travis County, Texas, under its Subdivision Ordinance or such ordinance's successor and any

other requirement of said City.

A-6. 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. 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.

A-7. 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.

A-8. TEMPORARY STRUCTURES OR EMPLACEMENT. No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicle 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 any time, either temporarily or permanently, without the prior written consent of the Committee. Each and every one of the lots is intended solely for the erection of a single-family unit dwelling with attached garages, and therefore no mobile home or preconstructed building of any kind may be moved upon any lot for the purpose, save and except that Willow Creek II or its assigns, successors and duly authorized agents may utilize temporary structures for a sales office or construction office which may be moved onto a lot. This provision shall not apply to vehicles, equipment, or temporary structures utilized by Willow Creek II, its transferees or assigns, or contractors or sub-contractors when engaged in construction or repair work, or such work as any be reasonably necessary for the completion of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise.

A-9. SIGNS AND SALES PROGRAM. No signs of any kind shall be displayed for public view on any lot excepting that one professional sign of not more than one square foot in size, one sign of not more than five square feet advertising the property for sale or rent, or signs of modest dimensions used by a builder to advertise the property during the construction and sale period shall be permitted. The "For Sale" sign on any new construction must be approved by Willow Creek II, its successors, assigns, or duly authorized agents. All merchandising, advertising and sales programming in the subdivision shall be subject to approval by Willow Creek II, its successors, assigns or duly authorized agents and shall be in conformity with the general marketing plan for the subdivision.

A-10. OIL, GAS, MINERAL, MINING AND EXCAVATING 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.

A-11. 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 any commercial purpose.

A-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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-13. MASONRY REQUIREMENTS. All residences shall have a minimum of seventy-five percent (75%) of their exterior walls of the ground floor of stone or masonry construction. In computing these percentages, (1) all gables shall be excluded from the total area of exterior walls, (2) all windows and door opening shall be excluded from the total area of the exterior walls, and (3) stone and masonry used on fireplaces, chimneys and walls of an attached garage may be included in the computation as stone or masonry used.

A-14. TRUCKS, BUSES AND TRAILERS. No truck larger than 3/4 ton, bus, boat or trailer shall be parked in the street in front of any lot except for construction and repair while a residence or residences are being built or repaired in the immediate vicinity, and no truck larger than 3/4 ton, bus, boat or trailer shall be parked overnight on the driveway or a portion of the lot so as to be visible from the street.

B.

B-1. 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 forty (40) years from the date the covenants are recorded, after which time these covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of lots within the subdivision has been recorded, agreeing to change such covenants in whole or in part.

B-2. 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 the instrument.

B-3. SEVERABILITY. Severability and invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

B-4. RELEASE OF RESTRICTIONS. Notwithstanding any provisions 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, have the right to amend and/or terminate the restrictions set out in this instrument. Upon the recordation of such an instrument in the Deed Records of Travis County, Texas, reflecting the acceptance of the Committee and the owners of not less than ninety percent (90%) of the lots, the restrictions set out in this agreement shall automatically be amended or terminated as provided therein.

B-5 COMMERCIAL LOT. Lot 1, Block A, of Saxony, which is zoned commercial and is owned by W. Ray Rogers and Russell D. Parker Partnership, is not affected hereby in any manner whatsoever.

EXECUTED this 19th day of March, 1986.

WILLOW CREEK II, a Texas general
partnership

BY:
RUSSELL D. PARKER, Partner