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DEED RESTRICTIONS	4:49 PM	5610	13.00 INDX
THE STATE OF TEXAS)		2 2 12/15/88
)		1152.17-000#
COUNTY OF TRAVIS)		3.76-CHK#

KNOWN ALL MEN BY THESE PRESENTS:

RESTRICTIVE COVENANTS OF THE FOREST BEND TOWNHOME SUBDIVISION

This Declaration is made this 15th day of December, 1988, by Major Hosea, Trustee of Travis County, Texas acting on behalf and for the benefit of William J. Woolsey and wife, April P. Woolsey, Mary Louise DuPuy, Emilio Gomez, Barbara A. Beasley, Diana D. Perkins, Ronald C. Mazzeralla, Sr. and wife, Janice R. Mazzerella, Addie J. Conradt, Patricia A. Odom, Charlotte June DeMario, Dorothy R. Iusk, Marilyn Mood Bland, Alice T. Peak, Benjamin S. Marz and wife Janet Marz, James R. Shelton and wife Maria M. Shelton, Julie S. Inge, John B. Moore, Ann Louise Easum, Jeff Arbogust and wife Terri Arbogust, Zelma M. Bain, James W. Stancil and wife Margie B. Stancil, Stuart C. Fisher and wife, Jame M. Fisher, Lorrin G. Kennamer and wife Laura D. Kennemar, Edwina P. Moore (individually and as independent executrix of the estate of Henry H. Moore), Billie H. Banks (individually and as indepenant executrix of the estate of John H. Banks), Major Hosea, and Sandra Smith, pursuant to the terms and conditions set forth in THE FOREST MESA GARDEN HOMES CONDOMINIUM OWNER'S ASSOCIATION REVOCABLE TRUST AGREEMENT, (hereinafter called "the Owners");

WHEREAS, the undersigned are all of the Owners in fee simple of all of the lots in the FOREST BEND TOWNHOME SUBDIVISION (hereinafter called "Subdivision"), as shown by the map or plat thereof of record in Volume 88, Page 57-58-59 Plat Records of Travis County, Texas, which is, by reference, incorporated herein and made a part hereof; and

WHEREAS, the Subdivision is comprised of the same property as FOREST MESA GARDEN HOMES CONDOMINIUM, a condominium regime in the City of Austin, Travis County, Texas, according to the Declaration of Condominiums, thereof, and the map or plat attached, thereto, recorded in Volume 7548, Page 217, and amended in Volume 7925, Page 190, Real Property Records, Travis County, Texas and Lot 11, Block B, SPICEWOOD FOREST SUBDIVISION, a subdivision in the City of Austin, Travis County, Texas according to the map or plat thereof recorded in Volume 76, Page 147, plat records, Travis County, Texas;

WHEREAS, Forest Mesa Garden Homes Condominium regime has been dissolved by consent of all owners thereof, and holders of encumbrances thereon in accordance with V.T.C.A. Property Code, Section 81.110, and in accordance with Section 7.7 of the aforementioned Declaration of Condominium; and

WHEREAS, Owners wish to encumber all lots of the Subdivision with the covenants, conditions, restrictions, reservations and charges hereinafter set forth, which shall inure to the benefit of and pass with said property, each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, Owners hereby declare that the lots in the Forest Bend Townhome Subdivision shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, restrictions, reservations and charges, hereby specifying and agreeing that this declaration and the provisions hereof shall be and do constitute covenants to run with the land, and shall be binding upon the Owners, their successors and assigns, and all subsequent owners of each lot, and that all subsequent owners, by acceptance of their deeds, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of this declaration.

I.

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, and charges hereinafter set forth, is described as follows:

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All of the lots in the FOREST BEND TOWNHOME SUBDIVISION, a subdivision in Travis County, Texas, as shown by the map or plan thereof, of record in Volume _____, Page _____, Plat Records of Travis County, Texas and Lot 11, Block B, SPICEWOOD FOREST SUBDIVISION, a subdivision in the City of Austin, Travis County, Texas according to the map or plat thereof recorded in Volume 76, Page 147, Plat Records, Travis County, Texas; (hereinafter "the Property"),

II.

DEFINITIONS AND TERMS

As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

a. Association: The Forest Bend Owner's Association. Each and every Owner of a lot within the property is and shall remain a member of the Association.

b. Committee: The Administrative Committee of the Forest Bend Owner's Association.

c. Assessment: The charge against each lot owner and each lot, representing dues payable to the Association for the purpose of yard maintenance, and maintaining, improving, repairing, replacing, managing and operating the sprinkler system and associated equipment shared by all lots on the property. This shall also include charges assessed against each lot owner to maintain a reserve for replacement fund and to cover any administrative costs of the Association. Assessments shall also be deemed to include special assessments adopted by the Association as necessary, upon the vote of a majority of the members of the Association.

d. Majority of Unit Owners: Those owners with 51% of the votes entitled to be cast in the election called for by the Association.

e. Occupant: A person or persons in possession of a lot, regardless of whether said person is a lot owner.

f. Owner: A person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who owns, of record, title to one or more lots.

g. Premises, Project, or Property: The land, buildings, and all improvements and structures thereon, and all rights, easements, and appurtenances belonging thereto.

III.

LOT USES

a. Each lot of the property shall be used for residential purposes only. This residential use restriction shall not, however, be construed in such a manner as to prohibit an Owner from maintaining a personal professional library; or keeping business or professional records or accounts, or; handling personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residence use and not in violation of these restrictions.

b. Each lot is currently erected as a single family unit of a duplex. No other building type shall be allowed on the property without amendment of these restrictions or the unanimous approval of all of the then current lot owners. Each lot shall be occupied and used or leased by an Owner as and for a residential dwelling for the Owners, the Owners family, social guests, or tenants.

c. No structure of a temporary character, trailer, tent, shack, detached garage, barn, or other out buildings shall be permitted on the property at any time, temporarily or permanently, except by the prior written consent of the Association; provided however, that temporary structures may be erected in connection with the repair or rebuilding of a duplex or any portion thereof.

d. No loud noise or noxious odors shall be permitted on the property, and the Administrative Committee shall have the right to declare and determine in accordance with the bylaws thereof if any such noise, order, or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any lot owner, shall be located, used, or placed on any portion of the property or exposed to the view of other lot owners without the prior written approval of the

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Administrative Committee.

e. No rubbish, trash, or garbage or other waste material shall be kept or permitted upon any lot, except in sanitary containers located in appropriate areas, screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except bar-b-que fires contained within receptacles designed in such a manner that no fire hazard is created. No lumber, grass, shrub, or tree clippings, plant wastes, metals, bulk material, scrap, refuse or trash shall be stored or allowed to accumulate on any portion of the property, except within an enclosed structure or if appropriately screened from view.

f. No occupant shall park, store, or keep any vehicle, except wholly within the parking space or garage designed therefore. No lot Owner shall park, store, or keep within or joining the property any large commercial-type vehicle including without limitation dump truck, cement mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Administrative Committee. No occupant shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle within the Owner's driveway or garage.

g. No fences or walls shall be erected and maintained upon the property except as approved by the Administrative Committee.

h. Motorcycles, motorbikes, motor scooter, or other similar vehicles shall not be operated upon the property except for the purpose of transportation directly from the parking space or garage to a point outside the property, or from a point outside the property directly to a parking space or garage.

i. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept in any lot. Dogs, cats, fish, birds, and other household pets may be kept upon a lot subject to the rules and regulations adopted by the Association, provided they are not kept, bred, or maintained for commercial purposes or in unreasonable quantities. The Association, acting through its Administrative Committee, shall have the right to prohibit maintenance of any animal which constitutes, creates a nuisance to any other lot owner. Animals belonging to lot owners, occupants, or their licensees, tenants or invitees within the property must be kept either within an enclosure, an enclosed patio, or on a leash being held by a person capable on controlling an animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Administrative Committee. Should any animal belonging to a lot owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Administrative Committee or its designee and subsequent thereto by the Association or its designee to a pound under the jurisdiction of the local municipality in which the property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any lot owner shall be absolutely liable for each and all remaining lot owners, their families, guests, tenants and invitees for any unreasonable noise or damage to personal property caused by any animal brought or kept upon the property by a lot owner or members of his family, his tenants or guests. It shall be the absolute duty and responsibility of each lot owner to clean up after such animals.

j. No lot owner shall be permitted to lease less than the entire unit. No lot owner shall be permitted to lease his unit for hotel or transient purposes. Every lease of a lot shall be in writing, and a copy of such lease when executed shall be furnished to the Administrative Committee. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations under this instrument.

IV.

COMMON WALLS AND ROOFS

Each Owner of a lot containing one half of a duplex shall have the full use of the common wall, roof, fence and sidewalk of the adjoining lot containing the other half of such duplex so long as such use does not interfere with or injure the adjoining lot and not impair the common wall benefit and support to which the adjoining building is entitled. If it shall become necessary to repair or rebuild such wall, roof, fence or sidewalk, or any portion thereof as constructed, the cost of repairing or rebuilding the portions of such wall, roof, fence or sidewalk that are used

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by both parties shall be split evenly by those parties. The cost of necessary repair or rebuilding those portions of any such wall, roof, fence or sidewalk used exclusively by one party shall be borne solely by such party. Each lot owner shall be responsible for, and agrees to maintain at all times, insurance policies sufficient in value to pay for the cost of any repair or rebuilding required hereby. Upon request by the Administrative committee, each such Owner shall present and provide to the Administrative Committee good and sufficient evidence of such coverage in a form as reasonably requested by the Administrative Committee. In the event that an Owner of a lot containing one half of a duplex fails to maintain sufficient insurance as required hereunder, the Administrative Committee may, or upon request of an adjoining lot owner shall, purchase the insurance required hereunder and shall tax the cost of said purchase against the offending lot and lot Owner as an assessment.

V.

EASEMENTS

All easements and building line setbacks are reserved as existing and of record at the time of these restrictions, and as reserved on the plat of the Forest Bend Townhome Subdivision. A blanket easement, over and across all lots, is hereby reserved for the purposes of yard maintenance and operating, maintaining, and/or repairing the underground sprinkler system and associated equipment shared by all lots. A blanket easement over and across all lots is hereby reserved for the purpose of ingress and egress over sidewalks and through fences and gates providing ingress and egress to the subdivision.

VI.

DURATION

The provisions hereof, shall run with the land and shall be binding upon the owners, their successors and assigns, and all persons or parties claiming under them for a period of twenty years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any such twenty year or ten year period, the then owners of the majority of lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become effective at the expiration of the particular period in which such instrument is executed and recorded, whether such a period be a twenty year period or any successive ten year period thereafter.

VII.

ENFORCEMENT

In the event of any violation or attempted violation of any of the provisions hereof, enforcement shall be authorized by any preceding at law or in equity against any person or persons violating or attempting to violate any such provision, including preceedings to restrain or prevent such violation or attempted violations by injunction, whether prohibitive in nature or mandatory in commanding compliance to such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. It shall be lawful for any owner of property in the subdivision to prosecute any preceedings at law or in equity against the person or persons violating or attempting to violate these provisions.

VIII.

PARTIAL INVALIDITY

In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision, or otherwise, such partial invalidity shall not affect, alter, or impair any other provision hereof which was not thereby held invalid; and such other provisions shall remain in full force and effect, binding in accordance with their terms.

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IX.

MAINTENANCE FUND

All lots in the subdivision are subject to a monthly maintenance charge, computed in an amount pro rated in accordance with each Owner's lot size, for the purpose of creating a fund to be known as the Forest Bend Owner's Association Fund, payable monthly on the first day of each month beginning on the first day of the month following the date of purchase of any lot. Said payments shall be made to the Forest Bend Owner's Association. The amount of this charge may be reviewed, as deemed necessary, by the Administrative Committee, its successors or assigns, and increased in an amount deemed necessary by the Administrative Committee, upon the approval of a majority of the members of the Association. The total fund arising from said charge, so far as it may be sufficient, shall be used for the payment of maintenance expenses incurred in connection with yard maintenance, and upgrading, repair, or removal of the underground sprinkler system and associated equipment currently located on the property. The fund shall also be used for the purposes of defraying administrative expenses of the Owners Association. Said maintenance charge shall be and remain in effect so long as the restrictions hereinabove set out shall remain in effect, and the continuation or extension of such restrictions in the manner provided therefore shall automatically extend this maintenance charge. Any owner or grantee, by accepting a conveyance of any property within the subdivision agrees and consents to such maintenance charge. To secure payment of such charge, a lien may be created against the property; provided however, that any lien created hereby shall be subordinate and inferior to any vendors lien or mortgage lien on any lot, including any liens of any mortgage or deed of trust presently or hereafter placed of record. No violation of the provisions herein contained shall affect the rights of any mortgagee, holder of any such lien or beneficiary of any such deed of trust; and such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with the terms, subject to the provisions and therein contained. A lien created by a default in paying maintenance charges is subject to being created by the filing of a maintenance lien by the Association.

X.

AMENDMENTS

Any or all of the covenants herein may be annulled, amended, or modified at any time upon recommendation of the Owner's Association and ratification by a vote of two thirds of the lot owners in the subdivision. All such lot owners shall be given thirty days notice in writing of any proposed amendment before same is adopted.

XI.

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land and thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected, their respective heirs, executors, administrators, successors, and assigns.

Executed this 15 day of December, 1988.

Major Hosea

Major Hosea, Trustee, for William J. Woolsey and wife, April P. Woolsey, Mary Louise DuPuy, Emilio Gomez, Barbara A. Beasley, Diana D. Perkins, Ronald C. Mazzeralla, Sr. and wife, Janice R. Mazzerella, Addie J. Conradt, Patricia A. Odom, Charlotte June DeMrio, Dorothy R. Lusk, Marilyn Mood Bland, Alice

T. Peak, Benjamin S. Marz and wife Janet Marz, James R. Shelton and wife Maria M. Shelton, Julie S. Inge, John B. Moore, Ann Louise Easum, Jeff Arbogust and wife Terri Arbogust, Zelma M. Bain, James W. Stancil and wife Margie B. Stancil, Stuart C. Fisher and wife, Jame M. Fisher, Lorrin G.

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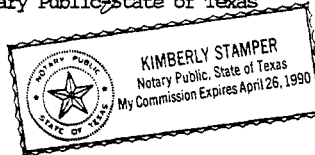
Kennamer and wife Laura D. Kennemar, Edwina P. Moore (individually and as independant executrix of the estate of Henry H. Moore), Billie H. Banks, (individually and as independant executrix of the estate of John H. Banks), Major Hosea, and Sandra Smith, pursuant to the terms and conditions set forth in THE FOREST MESA GARDEN HOMES CONDOMINIUM OWNER'S ASSOCIATION REVOCABLE TRUST AGREEMENT.

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
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THE COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 15TH day of December, 1988, by Major Hosea, Trustee for William J. Woolsey and wife, April P. Woolsey, Mary Louise DuPuy, Emilio Gomez, Barbara A. Beasley, Diana D. Perkins, Ronald C. Mazzerella, Sr. and wife, Janice R. Mazzerella, Addie J. Conradt, Patricia A. Odom, Charlotte June DeMario, Dorothy R. Lusk, Marilyn Mood Bland, Alice T. Peak, Benjamin S. Marz and wife Janet Marz, James R. Shelton and wife Maria M. Shelton, Julie S. Inge, John B. Moore, Ann Louise Easum, Jeff Arbogust and wife Terri Arbogust, Zelma M. Bain, James W. Stancil and wife Margie B. Stancil, Stuart C. Fisher and wife, Jame M. Fisher, Lorrin G. Kennamer and wife Laura D. Kennemar, Edwina P. Moore (individually and as independant executrix of the estate of Henry H. Moore), Billie H. Banks, (individually and as independant executrix of the estate of John H. Banks), Major Hosea, and Sandra Smith, pursuant to The Forest Mesa Garden Homes Condominium Owners' Association Revocable Trust Agreement.

Kimberly Stampler
Notary Public, State of Texas



FILED

1988 DEC 15 PM 4: 27

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

DEC 15 1988



After Recording Return to:
Russell Chalk
111 Congress Ave - Suite 2500
Austin, TX - 78701

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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