

FILE
0514

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

This declaration and the provisions hereof shall be and do constitute covenants to run with the land and shall be binding on developer, its successors and assigns, and all subsequent owners of each lot, and the 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:

1. Land Use and Building Types. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height with attached garage for not less than two nor more than four cars. No building shall remain uncompleted for more than one year after construction has been commenced.

2. Dwelling Size. The ground floor area of the main structure of a single-family residence shall be not less than 1400 square feet, excluding all open and covered porches and garage units. If more than one story, the ground floor area shall be not less than 1400 square feet, excluding open and closed porches and garage units, and not less than 2000 square feet for the combined area for the first and second floors, unless waived in writing by the Architectural Control Committee.

3. Architectural Control. No building, wall or fence shall be erected placed, or altered on any lot until the construction plans and specifications thereof, including, but not limited, to, location of buildings, walls, fences, driveways and setbacks have been approved in writing by the Architectural Control Committee, hereinafter called "committee." The approval of the committee shall not be unreasonably or whimsically withheld.

The committee shall be composed of three members. The original members of the committee shall be Martin J. Desjardins, Robert A. Nowland and C. H. Barefield. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to act until the member or members have been replaced. A decision of a majority of the committee shall be binding on all members thereof.

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 plot plan for the building to be erected on the lot, or the plans and specifications for the alteration of a building located on a lot, within thirty (30) days after the same have been submitted to the committee, then in that event the same shall be deemed approved. All plans and specifications shall be delivered to the developer at its office at 3301 Big Bend, Austin, Travis County, Texas, or such other address as it may designate, certified mail, return receipt requested, and the date received by the developer shall be considered the date of delivery.

4. Nuisances. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, or which is opposed to the purpose of these restrictions.

5. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. No building may be moved on any lot except with approval of the Architectural Control Committee.

6. Signs. No signs of any kind shall be displayed for public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property for sale.

7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any character shall be permitted upon any lot.

8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except any owner may keep not more than two dogs, two cats, or two other household pets except with approval of the Architectural Control Committee.

9. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for trash, garbage or other waste and the same shall not be kept, except in sanitary containers.

10. Utility Services. All buildings constructed on any lot shall conform to all city, county and state requirements.

11. An Easement is reserved over ten (10') feet of each lot and shall be reserved for utilities and drainage.

12. No part of any of said lots shall ever be used for a business or commercial purpose or for carrying on any trade or profession.

13. Developer reserves the right to designate certain areas for recreational purposes and certain areas for placement of utilities on properties.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots encumbered by this declaration, it is agreed to change said declaration in whole or in part.

15. Enforcement. If the owner of any lot, or their heirs, executors, administrators, successors, assigns, or tenants shall violate or attempt to violate any of the covenants set forth in this declaration, it shall be lawful for any person or persons owning any lot encumbered by this declaration, or developer to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the developer and other owners of lots in Town of Lake Forest, thus the breach of any provision of this declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

16. In the event of any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations, or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

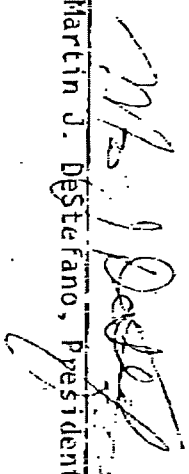
17. Number and Gender. The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this declaration. Likewise, if either the feminine, masculine, or neuter gender should be any of the other genders, it shall be so treated.

Addendum to Contract
Between the Undersigned Parties:

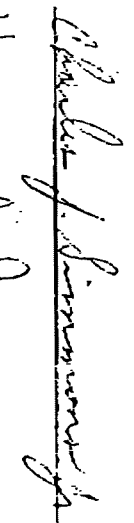
The Architectural Control Committee herein grants approval for the following:

1. Purchaser can have two horses on Tract 5 at any time.
2. Purchaser can build a detached garage with submitted and approved plans.
3. Item 13 in attached deed restrictions pertain to land retained by Twin Lake Estates and in no way involves land included in Tract 5.

SELLER
Twin Lake Estates, Inc.

By 
Martin J. Destefano, President

PURCHASER


Elena F. Sharma