

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
BRADFORD PARK, SECTION 3**

This DECLARATION, made on the date hereinafter set forth by Bradford, Ltd., BP Development, Inc., General Partner, by Rick Jenkins, its President, with its principal place of business is 900 Congress Ave., Suite L-100, City of Austin 78701, Travis County, Texas, and Hampton Homes, Inc., by Clyde Copus, its President, with its principal place of business at 9130 Jollyville Rd., Suite 175, City of Austin 78759, Travis County, Texas, hereinafter referred to as "Developers";

W I T N E S S E T H :

WHEREAS, Developers are the owner of all the lots, tracts and parcels of land which consist and comprise of Bradford Park, Section 3, a subdivision in Williamson County, Texas, according to the plat thereof recorded in Cabinet O, Slides 299-300, of the Plat Records of Williamson County, Texas; and

WHEREAS, Developers desires to impose certain restrictions, covenants, and conditions on said lots, tracts and parcels in Bradford Park, Section 3;

NOW, THEREFORE, Developers hereby declares that all of the property located in the subdivision described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value of, desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

PART A

Residential Area Covenants

A-1. Land Use and Building Type. 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 detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) nor more than three (3) cars, all garages shall have a driveway large enough to park 2 cars. Provided, however, that nothing herein shall prohibit the right of the Developers or its nominee to maintain a sales office on any lot for as long as the Developers shall deem it necessary.

A-2. Architectural Control. No building, fence, wall or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the nature, kind, shape, height, materials, and location of the same have been approved by the Developers, or the architectural committees appointed by the Developers as set out below, as to the quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part B.

A-3. Dwelling Size. The ground floor area of the main structure, exclusive of one-story

1 OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

open porches and garages, shall be not less than 1400 square feet for a one (1) story or split level dwelling, nor less than 800 square feet for a dwelling more than one (1) story.

A-4. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

(b) No building shall be located nearer than five (5) feet to any interior or rear lot line.

(c) For the purposes of this covenant, eaves, steps, driveways, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-5. Fences.

(a) All fences shall be of wood or masonry construction and shall not extend nearer to the front street than the front wall of the principal building, nor nearer to any side street than the minimum set back line.

(b) No fence shall exceed six feet (6') in height.

(c) Wooden fences of a solid type shall be constructed so that the framing to which the slats are nailed shall be on the inside of the fence on any part of the fence that faces a street (the good side shall be facing the street).

A-6. Masonry.

(a) Not less than fifty percent (50%) inclusive of doors and windows of the exterior wall area of the first floor of all single family residences shall be of brick, stone or stucco masonry veneer construction. Houses built on corner lots shall have masonry on both sides of the house facing the street. On houses not built on corner lots the side of the house facing the street shall be masonry veneer.

(b) In computing the area to be covered by masonry veneer, door and window openings on a wall shall be considered to be masonry. The area to be covered by masonry veneer shall be measured from the top of the slab to the top of standard door and window openings and shall not include the gable.

A-7. Roofs. Unless otherwise expressly approved by the Developers or Architectural Committees, all roofs shall be constructed with at least two hundred ten pound (210 lb.) weight composition, wood or tile shingles. There shall be no built-up roofs.

A-8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the

installation and maintenance of utilities, or which may change the direction or 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-9. Nuisances. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-10. Temporary Structures. No structure of a temporary character, trailer, mobile or motor homes, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-11. Signs. No sign of any kind shall be displayed to the public view on any lot except signs used by the Developers in connection with lot sales or a sales office, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period or for sale signs by individual homeowners of not more than two (2) square feet.

A-12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

A-13. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that adult dogs, cats or other household pets may be kept provided that; (i) not more than four pets are kept in one (1) household; and (ii) they are not kept, bred or maintained for any commercial purpose. Unless under the immediate personal supervision and command of its owner or handler, no animal shall be allowed to run free, make an unreasonable amount of noise or to become a nuisance.

A-14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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 and shall be stored so as not to be visible from adjoining lots. No incinerator shall be kept, maintained, or operated on any lot.

A-15. Antenna and Transmission Lines.

(a) No antenna or other device for the transmission or reception of television or radio signals shall be erected, used or maintained outdoors on any lot which shall be visible from the street adjoining the front of said lot, unless approved by the Developers or the designated Architectural Committee.

(b) Other than the main transmission lines along the perimeter of the subdivision, no

lines, wires or other devices for the communication of transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on building or other structures approved by the Developers of the designated Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power of telephone structures incident to the construction of buildings or structures approved by the Developers or the designated Architectural Committee.

A-16. Clothes Lines. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any lot unless they are erected, placed and maintained exclusively within an area not visible from any adjoining lot.

A-17. Machinery. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures or other improvements, and except that which Developers may require for the operation and maintenance of the subdivision.

A-18. Further Subdivisions. No lot shall be further subdivided or separated into small lots or parcels and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by any lot owner without the prior written approval of the Developers. This provision shall not, in any way, limit the Developers from subdividing or separating into small lots or parcels any property not yet platted or subdivided into lots owned by Developers. No portion of a lot but for the entire lot, together with the improvements thereon, may be rented, and only then to a single family.

A-19. Motor Vehicles. Except with approval of the Developers or the designated Architectural Committee, no mobile or motor homes, manufactured home, trailer of any kind, truck, camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle or boat be constructed, reconstructed, or repaired upon any lot in such a manner as will be visible from adjoining lots; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, construction of any improvement approved by the Developers or Architectural Committees.

A-20. Shrubbyery, Trees and Grass. Each owner of a lot within the subdivision shall keep all shrubs, trees, grass and plantings of every kind on his property (whether house is existing or not), including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event any dwelling remains vacant for a period of forty-five (45) days, the Developers or its authorized agents shall have the right to any reasonable time to enter upon any such lot to plant replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to owner. When a new home is built the builder is required to fully sod the front yard with grass and on corner lots the builder is required to also sod the side yard that faces the street with grass.

A-21. **Buildings.** No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

A-22. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART B

Architectural Control Committees

B-1. **Membership.** The Architectural Control Committee ("ACC") shall be composed of Mike Hassibi, Rick Jenkins, and Clyde Copus or their nominee. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Developers shall have the sole authority to designate a successor. Neither the members of the committees, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. Neither of the ACC nor any of the members thereof (or the Developers should such committees not be appointed) shall be personally liable to any persons for any damage, loss or prejudice suffered or claimed on account of; (i) the approval or disapproval of any plans, drawings or specifications of the construction pursuant to approved plans, drawings and specifications or; (ii) the development of any lot; provided, however, that with respect to the liability of a member (of the Developers) such a member (or the Developers) has acted in good faith on the basis of such information as may be possessed by him.

B-2. **Procedure.** The ACC's (or Developers') approval or disapproval as required in these covenants shall be in writing. In the event the committees, or their designated representatives, (or Developers) fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C

General Provisions

C-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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The restrictions may be amended during the first thirty (30) year period by an instrument signed by owners of not less than seventy five percent (75%) of the lots in the subdivision and thereafter

by an instrument signed by owners of not less than sixty-five percent (65%) of such lots.

C-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 5th day of May, 19 98.

Bradford, Ltd.
BP Development, Inc., General Partner

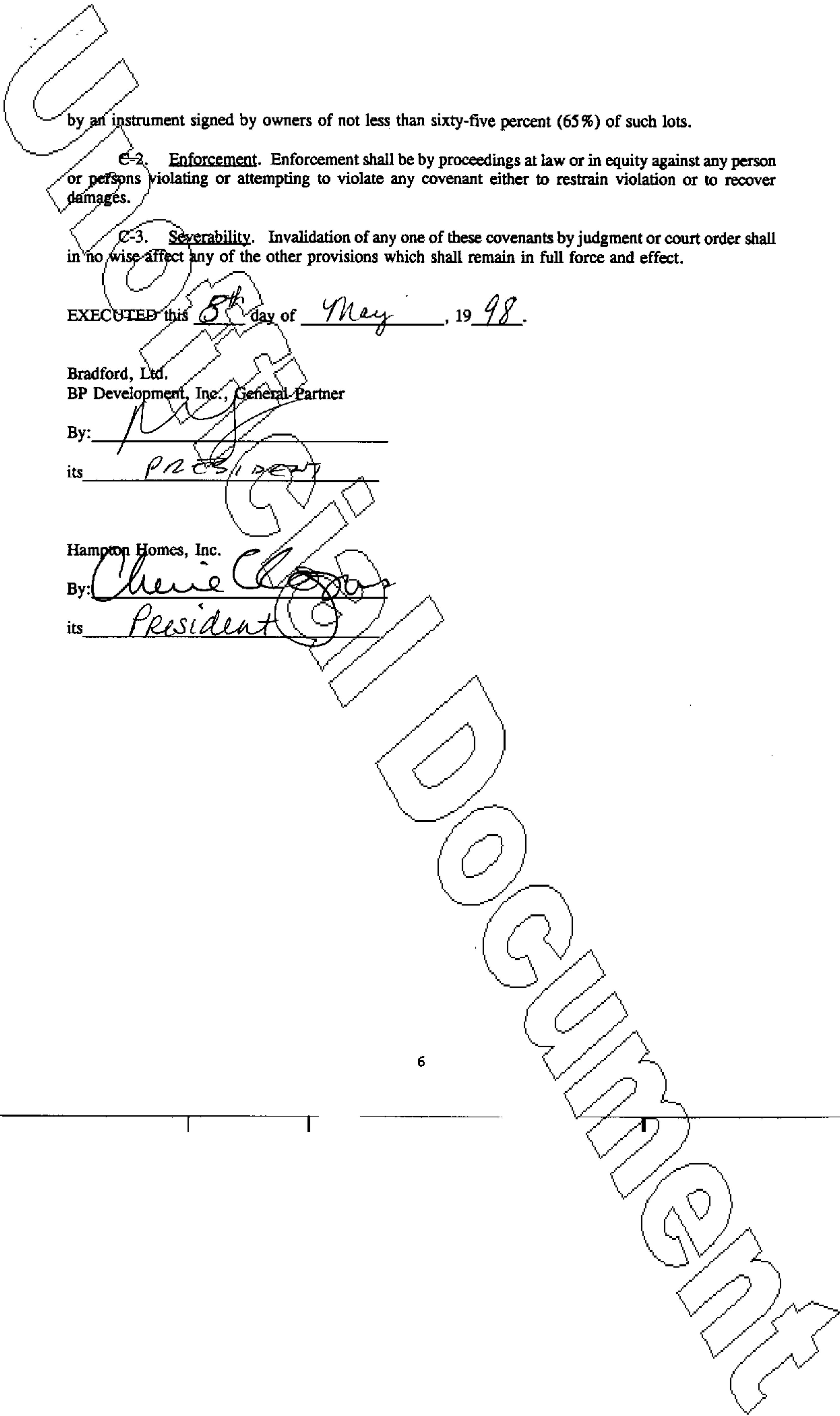
By: _____

its PRESIDENT

Hampton Homes, Inc.

By: Cherie [Signature]

its President



THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 8th day of May, 1998, by Rich Jenkins, being the General Partner of Bradford Ltd, and executing this instrument on behalf of said Hampton Homes

My Commission expires:

12-15-99



Kay Lynn Coen
Notary Public in and for
the State of Texas

KAY LYNN COEN
(Print Name of Notary)

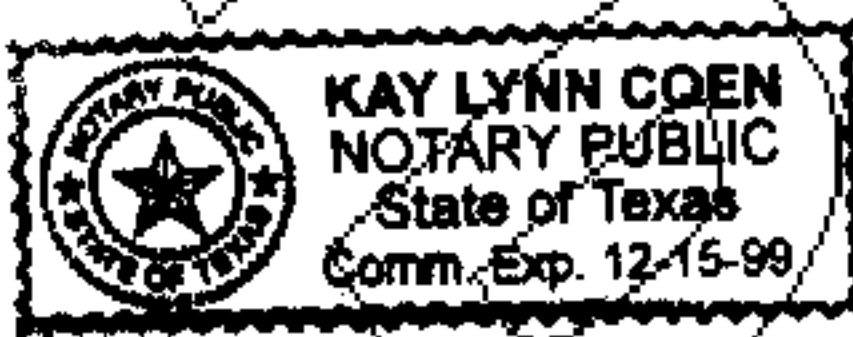
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 8th day of May, 1998, by Cherie Cuprus, being the President of Hampton Homes and executing this instrument on behalf of said

My Commission expires:

12-15-99



Kay Lynn Coen
Notary Public in and for
the State of Texas

KAY LYNN COEN
(Print Name of Notary)

Doc# 9824680
Pages: 7
Date : 05-12-1998
Time : 11:01:42 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
MELBA KEMBLE
COUNTY CLERK
Reg. \$ 21.00

① Nassibi Assoc.
7719 Wood Hollow Dr #219
Austin 78731