

PROPERTY RESTRICTIONS & RESERVATIONS

TONKAWA VILLAGE

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

X  
X  
X

9964

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TONKAWA SPRINGS, INC. INTENDS TO SEE THE DEVELOPMENT OF TONKAWA VILLAGE SERVE THE MAXIMUM BENEFIT AND PLEASURE OF THE OWNERS OF TRACTS AND HOMES IN THE AREA REFERRED TO, AND INTENDS TO MAINTAIN THE PROPERTY VALUES THEREOF, AND DOES THEREBY SET FORTH THESE PROTECTIVE AND RESTRICTIVE COVENANTS REGARDING THE USE OF SAID LAND.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Tonkawa Springs, Inc., a Texas Corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use of lots or tracts as shown on the plat attached hereto and made a part of this instrument for all purposes, said lots shown on the attached plat being a part of, out of or all of lots shown by the plat of record of Tonkawa Village Subdivision as shown by the plat of record in Volume 12, Page 53-55 of the Williamson County Subdivision Records, the structures to be placed upon the lots shown on the attached plat and the development of the area shown thereon, as follows:

1. Property Use: All lots shall be used for single family residential purposes only and no part of any lot shall ever be used for a business or commercial purpose or for carrying on a trade or profession.
2. Resubdivision: Any lot shown on the original plat of Tonkawa Village filed in Volume 12, Page 53-55, Williamson County Plat Records, containing 1/4 or more acres, may be resubdivided or cut by metes and bounds into two or more lots so long as each recut lot contains a minimum of not less than 3/4 of an acre (32,670 sq. ft.). A lot smaller than 1/4 acres may be cut into two or more parts where it is to be added to or used in conjunction with an adjoining lot or lots. In no event may a lot containing less than 3/4 of an acre be used for building purposes. As a condition of purchase, all buyers of lots in Tonkawa Village consent and agree to resubdivision or recutting of any of the lots in the original plat of Tonkawa Village to sizes herein provided for.
3. Mobile Homes: No mobile homes will be permitted on any lot at any time for any purpose.
4. Permanent Homes: All permanent homes and other structures or buildings must be of all new construction. All one-story homes shall contain a minimum of 2000 square feet of living area, exclusive of garages, carports and porches. Two-story homes shall contain a minimum of 2300 square feet of living area, exclusive of garages, carports and porches. A minimum of seventy-five (75%) per cent of the outside construction of any home shall be of brick, stone or masonry. Window and door openings shall be excluded from the total area of exterior walls in computing the percentage of this requirement. Variations from this requirement may be granted in individual cases where improvements equal to or greater in value or attractiveness are planned but any such variation must have the prior written approval of Tonkawa Springs, Inc., its successors or assigns.

4a. Garages: All garages or carports shall be constructed with side-entry thereto or in case of corner lots, rear or off-street side entry thereto so that no garage or carport opening faces onto a street or streets. Variations from this requirement may be granted in individual cases where lot size or topography make this requirement impractical but any such variation must have the prior written approval of Tonkawa Springs, Inc., its successors or assigns.

5. Front Facing of Homes: All homes shall be constructed so that the front of the home corresponds with the direction for facing on each lot as shown by the arrow on the plat of lots attached hereto and made a part of these restrictions. Any variation from this requirement shall have prior written approval of Tonkawa Springs, Inc., its successors or assigns.

6. Separate Structures: Any detached building, garage, carport, shed or structure or addition to first residence must be of all new material and be of equal construction and architectural design as the residence.

7. Setback Requirements: No buildings or structures of any nature shall be located on any lot closer than fifty (50') feet from the front property line, nor closer than fifteen (15') feet to any side or back property line, as such lines are shown on the plat attached hereto and made a part of these restrictions. Provided, however, on lots designated on the attached plat as lots 1 thru 10, A thru F, and 44 thru 49, no home or any structure shall be located on any such lot closer than seventy-five (75') feet from the front property line. All corner lots shall be not less than 50' from the property line on any street as shown on the attached plat. Variations from this requirement may be granted in individual cases where tract size or topography make this requirement impractical but any such variation must have the prior written approval of Tonkawa Springs, Inc., its successors and assigns.

8. Time for Completion: Construction on a home shall commence within one year from date of the contract to purchase a lot and such home and other improvements shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.

9. Driveways: All houses shall be constructed with a driveway of either concrete or asphalt at least 10 feet in width running from the street to the improvements.

10. Temporary Structures: No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuildings shall be at any time used as a residence or dwelling, either temporarily or permanently.

11. Septic Tanks: No residence shall be permitted in the subdivision unless it is served by a septic tank meeting the requirements of and approved by the State of Texas and the Williamson County Health Department and Tonkawa Springs, Inc. The location of the septic tank and drain field on any tract shall be subject to the prior written approval of Tonkawa Springs, Inc.

12. Repair and Upkeep: All residences and other buildings must be kept in a good state of repair, and must be painted or otherwise restored when necessary to preserve the attractiveness thereof.

13. Drainage Structures and Ditches: Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of drain water. Such structures, where needed, are to be installed at the expense of the Buyer. Natural drainage shall not be disturbed without prior written approval of Tonkawa Springs, Inc., its successors or assigns. A 10 foot easement is reserved from any and all street right-of-way lines and 5 feet on either side of the common lot line between lots K and J, between lots L and I, between lots B and C, between lots I and H, between lots L and M, and between lots 4 and 5, for the purpose of constructing and/or maintaining drainage ways or ditches or culverts. No fence, shrubs, hedge or structure shall be placed or allowed to remain within said 10 foot easement which would impede or interfere with the free flow of drainage or with the maintenance of drainage ways or ditches within said 10 foot easement.

14. Storage of Trash and Weeds: No tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind lot improvements so they are not readily visible from the street. Each lot shall be kept free and clean of unsightly weeds and tall grass. Any owner failing to comply with this restriction after 14 days written notice of any violation thereof may be required to pay all expense necessary to correct such condition, including reasonable attorney fees if suit is necessary for enforcement of any restrictions.

15. Parking: No parking of automobiles or any type vehicles will be allowed within the 50-foot right-of-way of any street or road in the subdivision except temporarily where no space for off-street parking is available on the lot.

16. Trucks and Construction Equipment: No tractor trailer type trucks or dump trucks or other similar large commercial type trucks or construction machinery or equipment or vehicles shall be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements on premises within the subdivision.

17. Unused Cars: Cars or other vehicles may not be stored on any tract in the subdivision nor shall any car or vehicle that is not in running condition and regularly used be allowed to remain on any tract for more than one week. No repairing of motor vehicles shall be permitted on any tract.

18. Livestock and Pets: Dogs, cats or other household pets not to exceed a total of three in number (exclusive of unweaned offspring) may be kept on any tract so long as they are not kept, bred or maintained for any commercial purpose.

19. Fences: All fencing shall be western red cedar, redwood, chain link, painted plank or rail or such other similar type that will add to and enhance the appearance of a residential development. No "ranch type" fencing constructed with steel "T" type posts or native "cedar" posts or farm or ranch fence wire such as barbed wire or sheep and goat wire will be permitted. No fence or wall will be permitted nearer any street line than the set back requirements for such lot. Variation from these fencing requirements may be granted in individual cases where the tract size or topography or other conditions make these requirements impractical but such variation must have the prior written approval of Tonkawa Springs, Inc., its successors or assigns.

20. Signs: Except for one sign of not more than two square feet advertising the property for sale, no signs of any kind shall be displayed to the public view from any tract. However, signs used by a contractor or other builder to advertise the property during the course of construction and for a reasonable sales period thereafter, may be displayed on said tract.

21. Utility Easement: An easement is expressly reserved in, on, over, under and through all lots in and to the extent of 10 feet from each front and rear tract line and from any and all street lines, as such lines are shown on the attached plat only (not on the recorded plat of Tonkawa Village), for the purpose of construction conduits, water lines, telephones, and electric light poles, towers and other equipment necessary to supply any public or private utility service.

22. Channel Easement: A channel and flowage or lake easement is reserved 125 feet from the center line of the creek bed on all lots joining or having property boundary line on "Beaver Creek" or "Beaver Lake". No permanent improvements or other structures may be placed or constructed in said easement which would impede or interfere with or be damaged by the free flow of water in said easement. Also, no septic tank shall be constructed within said easement or constructed in such a manner that drainage or seepage from said septic tank would drain or seep into the creek or lake. No alterations or changes may be made on dams located within said easement without prior written consent of Tonkawa Springs, Inc.

23. Oil, Gas, Mineral and Mining and Excavation 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.

24. Noxious Activity: No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.

25. Firearms: The use or discharge of any type of firearms is expressly prohibited within the subdivision.

26. Boats and Trailers: No boats, boat trailers, travel trailers or other similar property shall be allowed to remain in the driveway or front yard or any other location on any lot which is in full view of the street.

27. Mail Boxes: All mail boxes shall be of a type and design and placed in a location approved by Tonkawa Springs, Inc., its successors or assigns.

28. Maintenance Fund: Tonkawa Springs, Inc. will maintain the streets, tennis courts and other common areas until 50% of the tracts are sold. Thereafter, at any time it becomes necessary or desirable to do so, a majority of the owners may vote to establish a maintenance fund through a monthly assessment of an amount not to exceed \$15.00 per month per tract sold, such fund to be placed in a trust account and administered by a representative appointed by the majority of the tract owners to make such necessary or desired repairs and/or improvements to the streets, tennis courts and other common areas. Such assessments will be secured by a lien against each tract then sold by Tonkawa Springs, Inc., but such a lien shall automatically be secondary and inferior to such other liens then existing or that may thereafter be created

by a tract owner for constructing improvements. Williamson County will assume maintainance of streets upon completion of homes on 80% of the lots in the development.

29. Amendments: At any time the owners of the legal title to 51% of the lots (as shown by the records of Williamson County, Texas) may amend the restrictions, covenants, conditions and matters set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Williamson County, Texas.

30. After a period of three years from date of the first sale or whenever two-thirds of the tracts covered by these restrictions are sold, whichever occurs first, the tract owners (other than Tonkawa Springs, Inc.) shall elect by majority vote an "Architectoral Control Committee" which committee shall have all the discretionary authority herein reserved to Tonkawa Springs, Inc., regarding variances from the requirements herein imposed.

31. Future Purchasers: Without regard to whether or not such are recited in conveyance or referred to in conveyances, these covenants, conditions and restrictions shall be deemed covenants running with the land and shall be binding upon Tonkawa Springs, Inc., its successors or assigns, and all persons claiming under it or its successors or assigns, unless amended as herein provided for and filed of record in the Deed Records of Williamson County, Texas.

32. Enforcement of Conditions and Restrictions: If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them, Tonkawa Springs, Inc., its successors or assigns, or any person owning any interest in any of the tracts in said subdivision, including a mortgage interest may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent or to correct such violation. All expenses, including a reasonable attorney fee, shall be paid in full by anyone violating these restrictions in the event the party bringing such suit prevails.

33. Invalidation: If any of the foregoing covenants, conditions and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be affected thereby and they shall remain in full force and effect.

TONKAWA SPRINGS, INC.

BY:

*[Handwritten signature of Jack Garey]*  
\_\_\_\_\_  
JACK GAREY, PRESIDENT

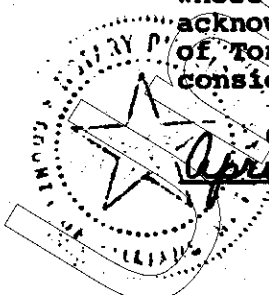
NO SEAL

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

X  
X  
X

BEFORE ME, the undersigned authority, on this day personally appeared Jack Garey, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same as the act and deed of Tonkawa Springs, Inc., a corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

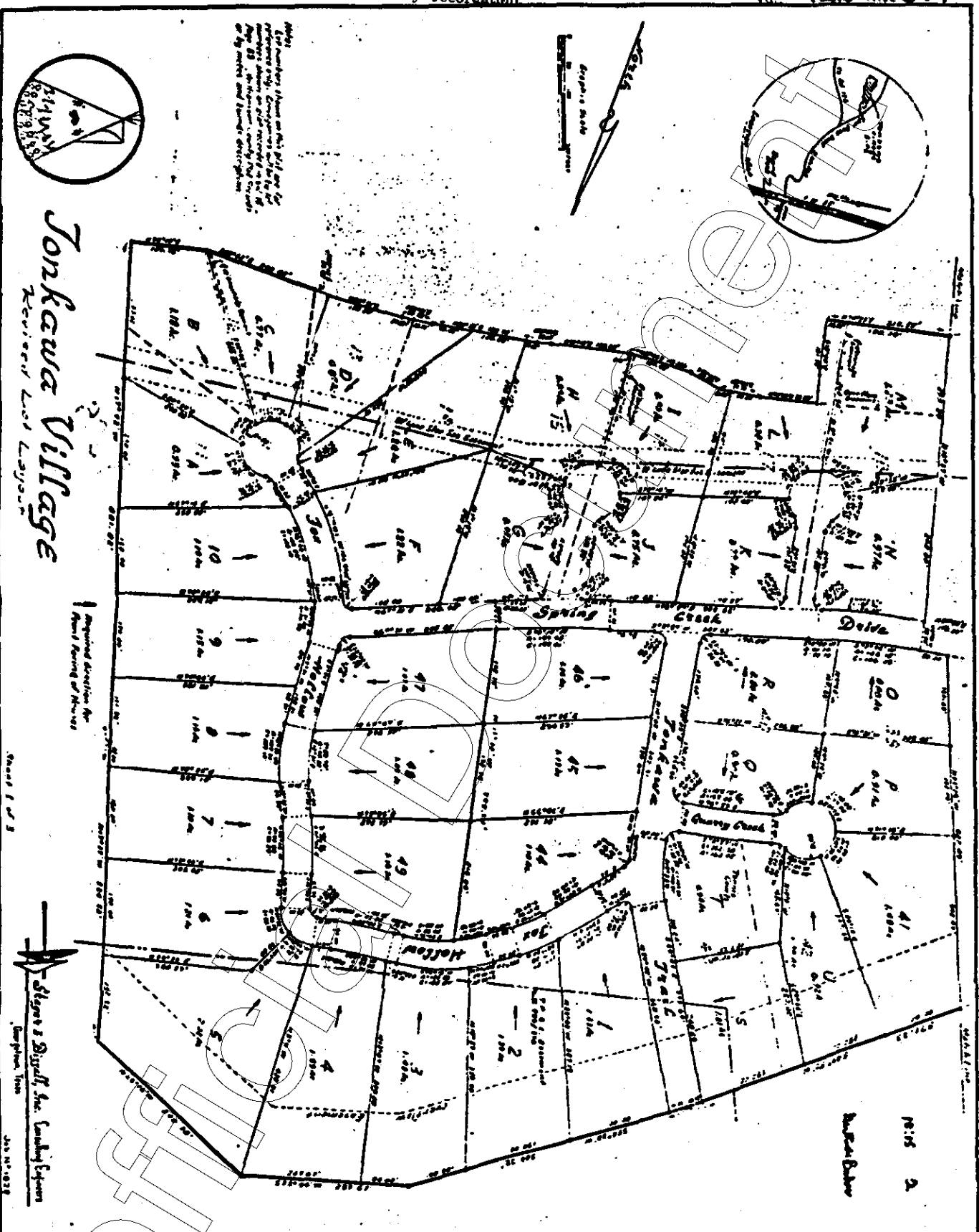
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 20th day of April, 1978.



*Jeannette Nemes*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR WMSN. CO., TEX  
*Jeannette Nemes*

RECORDERS MEMORANDUM  
 All or parts of the text on this page was not  
 clearly legible for satisfactory recordation.

VOL. 712 PAGE 677



Jonkawa Village  
 Resident Lot Layout

Surveyed by  
 Stephen S. Dillard, Inc. Land Surveyors  
 Houston, Texas  
 Jan 10, 1978

THE STATE OF TEXAS }  
 County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify  
 that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office  
 on the 22nd day of May A. D. 1978 at 8:00 o'clock A.M., and duly recorded this  
 the 22nd day of May A. D. 1978 at 11:05 o'clock A.M. in the  
 Deed \_\_\_\_\_  
 Records of said County, in Vol. 712 pp. 672  
 WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas,  
 the date last above written.

By Kathy Davis Deputy  
 DICK CERVENKA, CLERK,  
 County Court, Williamson County, Texas