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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
NORTH SHOAL CREEK ESTATES, SECTION ONE
AUSTIN, TEXAS**

THIS DECLARATION, made on this 10 day of November, 1997, by North Shoal Creek Estates, Ltd., a Texas limited partnership (hereinafter called "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II of this Declaration which is being developed as a residential community except for certain lots which have been conveyed to Weekley Homes, L.P. which joins in the execution hereof to evidence its consent to the provisions hereof; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and to this end, desires to subject said real property referred to in Article II to the covenants and restrictions hereinafter set forth and the easements hereinafter described, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Declarant declares that the real property referred to in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Declarant" shall mean and refer to North Shoal Creek Estates, Ltd., a Texas limited partnership, its successors and any assignee who shall receive by assignment from said North Shoal Creek Estates, Ltd., all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(b) "Lot(s)" shall mean and refer to any plot(s) or tract(s) of land shown upon any recorded subdivision map of the Properties, together with any and all improvements that are now or may hereafter be constructed thereon.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any mortgagee or beneficiary under a deed of trust unless and until such mortgagee or beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu

of foreclosure
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TRAVIS COUNTY, TEXAS

(d) "Properties" shall mean and refer to all the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real properties which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (hereinabove defined as "Properties") are located in Travis County, State of Texas, and are more particularly described as Lots 1 through 48 in Block A and Lots 1 through 16 in Block B of North Shoal Creek Estates, Section One, a subdivision of land in Travis County, Texas according to the plat thereof recorded in Plat Book 99, Pages 71 and 72 of the Plat Records of Travis County, Texas.

ARTICLE III

PROTECTIVE COVENANTS

Section 1. The Properties (and the improvements situated thereon) shall be occupied and used as follows:

(a) Each Lot shall be used exclusively for residential purposes only. As used herein, the term "residential purposes" shall be construed to prohibit the use of any portion of a Lot for business or professional purposes of any kind, or for any commercial or manufacturing purposes. Garage sales or yard sales (or any similar vending of merchandise) conducted on a Lot shall be considered a business activity and are therefore prohibited; however, a residence may have one (1) garage sale per twelve (12) month period.. Notwithstanding the foregoing, a residence on a Lot may be used for professional or other home occupations so long as (i) no person other than a resident of the applicable residence is engaged or employed in the home occupation at the site, (ii) there is no external evidence thereof (such as signs advertising a business or consultation in person with clients or customers at the Lot), and (iii) no unreasonable inconvenience to such Owner's neighbors is created. Notwithstanding the foregoing or anything contained elsewhere in this instrument to the contrary, during the period of construction and sale of improvements on the Lots, a homebuilder or homebuilding company may use the Lots for all activities it determines are necessary, convenient or incidental to its construction and sales activities including, without limitation: the right to carry on sales and promotional activities; the right to place signs advertising its homes for sale; and the right to construct and operate or place on the Lots, construction trailers, model residences, and information and sales offices.

(b) No improvement or structure whatever, other than a detached single family residence and related residential improvements such as a swimming pool and customary outbuildings, garage, servant's quarters or guest house may be erected, placed or maintained on any Lot; provided, however, duplexes may be constructed on Lots 40 through 48 in Block A (the "Duplex Lots"). No apartment house, lodging house, rooming house, hospital,

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sanatorium, doctor's office or other multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof.

(c) Each residence on a Lot other than the Duplex Lots shall have an attached or detached garage for a minimum of two (2) automobiles. Each residence on a Duplex Lot shall have a single attached or detached garage for a minimum of one (1) automobile. No garages shall be converted for any purpose except that the garage portion of any model home may be used by homebuilders for sales purposes, storage purposes and other related purposes. Upon the sale of said model home, the garage portion of the model home shall be converted to a fully enclosed garage.

(d) No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

(e) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

(f) No sign of any kind shall be displayed to the public view on or from any part of any Lot, except signs, temporarily used by Declarant or any Owner, of not more than five square feet, advertising the Lot for sale or rent, or signs of architects and builders during the period of construction and sale of improvements on the Lots.

Section 2. The floor area of the residence constructed on any Lot, exclusive of open porches and garages, shall not be less than 1,400 square feet in the case of a detached single family residence or 900 square feet in the case of each separate residence in a duplex.

Section 3. Unless otherwise approved by the Committee (hereinafter defined) the exterior surface of all residences, whether located on interior or corner Lots, shall be 100% of stone or masonry (hardiplank shall be considered masonry) construction, excluding gables, and all window and door openings.

Section 4. Prior to occupancy, the Owner of each Lot shall sod the front yard of his Lot to the curb line of the abutting street and the side yard of corner lots. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Properties, shall be promptly removed. Each Owner of a Lot shall also plant a red oak tree with a minimum caliper of 3 inches at the point 3 feet above the ground on his Lot a distance of 15 feet from the curb of the street at the front of the Lot and within 5 feet of either side of the midpoint of the front Lot line. In the event such tree shall die, it shall be replaced by the Owner of the Lot.

Section 5. All residences shall be constructed so that the exposed roof material is dimensional asphalt or composition type shingles with a manufacturer's guaranteed life of not less than 25 years.

Section 6. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements are reserved by Declarant as shown on the recorded plat of the Properties, the provisions of said plat pertaining to use of land situated within such utility and floodway easements being hereby referred to for all purposes. Full right of ingress and egress shall be had by Declarant, any municipal authority having jurisdiction over the Properties and any utility company which provides utilities to the Properties, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company or municipality, or any of its agents or servants are hereby waived by the Owners. The Declarant does further reserve the right to change or discontinue any street, avenue or way shown on the subdivision plat not necessary for ingress or egress to and from an Owner's premises, subject to the approval of the County of Travis, if required.

Section 7. No structure of a temporary character, mobile home, trailer, including boat trailer, tent, shack, barn or other outbuilding shall be used as a residence on any Lot, either temporarily or permanently.

Section 8. All Lots shall be fenced prior to occupancy of a dwelling located on such Lot. The construction of fences on any Lot proposed for residential use shall be of wood and shall not exceed six feet (6') in height. Chain link fences shall not be permitted. All Lots with wood fencing shall be fenced so that with respect to any portion of the fence which faces any existing or proposed street, the slats shall face the street. All fences are to be maintained at Owners expense.

Section 9. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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 (20) feet from the intersection of the street right-of-way 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 to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or any alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 10. No boats, boat riggings, trailers, camping units, buses, trucks, recreational vehicles, inoperative automobiles or inoperative vehicles of any kind, self-propelled or towable equipment and machinery, or other similar items of transport, shall be parked, kept or stored on any Lot other than in an enclosed garage.

Section 11. Mailboxes within the Properties shall be cluster mailboxes.

Section 12. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall any drilling for water or any operation of water wells be permitted on any Lot.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Robert Oler, Ingrid Oler and Jim Rado, each of whom shall serve until his or her successor is appointed as hereinafter provided.

Section 2. The Declarant shall have the right to appoint all members of the Committee as well as the right to remove any member until it has sold and conveyed all of its Lots in the Properties. Prior to such date, in the event of the death, or removal or resignation of any person serving on the Committee, the Declarant, by recorded written instrument, shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee. After the date on which the Declarant has sold and conveyed all of its Lots within the Properties, the Owners of a majority of the total number of Lots within the Properties shall from time to time, appoint and remove members of the Committee by written instrument recorded in the real property records of Travis County, Texas.

Section 3. No building, structure or other improvements shall be constructed on any Lot, and no exterior alteration therein shall be made (including change of color) until the site plan and the final working plans and specifications have been submitted to and approved in writing by majority vote of the Committee as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and final working plans and specifications for proposed improvements within forty-five (45) days after submission of all of such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and shall have the right to limit the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or

architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Properties.

The Committee shall have the right, exercisable at its sole discretion, to grant variances to the restrictions of this Declaration in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Properties. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance.

Section 4. The Committee has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The Committee has no duty to inspect any improvements; and, if the Committee should inspect any improvements, the Committee shall have no liability or obligation to any party arising out of such inspection. The Committee expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in this Declaration to the contrary, the Committee shall not have any liability to any Owner arising or resulting from any act or omission of the Committee taken or omitted pursuant to this Declaration. Each Owner by accepting a conveyance of any Lot or of any portion of a Lot in the Properties conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the Committee arising or resulting from acts or omissions pursuant to this Declaration.

Section 5. In the event a residence is damaged or destroyed by fire or other casualty, the Owner shall take immediate and necessary action to remove all debris, damaged materials, etc., from the Lot. In the event that such Owner shall repair or rebuild the residence according to the original plans and specifications, no approvals shall be required by the Committee as herein specified. However, in the event such Owner shall desire to repair or rebuild other than in accordance with the original plans and specifications, then such Owner shall submit such plans, specifications and other pertinent information as provided in this Article IV for approval by the Committee. Such Owner shall use due diligence in constructing, reconstructing, and making repairs or alterations on account of such fire or other casualty damage.

Section 6. Notwithstanding anything contained in this Declaration to the contrary, an Owner shall not be required to obtain the approval of the Committee so long as the following guidelines are met with respect to any, modification, alteration or repair of a residence:

(a) Exterior Lighting. Additional exterior lighting shall not be of a wattage or lumen count which will affect neighboring homes. Exterior decorative lights, security lights or floodlights must be aimed so as not to shine onto a neighboring Lot. Security, mercury vapor, or fluorescent lights, must be attached to the back or side of the residence. Gas or electric post lights may be in front or back of the residence. Such lights must be no taller than eight feet (8') in height and the illumination must be a low wattage. The color of the post shall be selected to complement or harmonize with the colors of the other materials on the residence. This means that the color should generally stay within the earth tone color family (i.e. black, brown, tan, beige or gray, no blues, reds, greens or yellows). Soft and muted earthtone pastel colors are acceptable. The use of white is also permitted.

(b) Exterior Painting. Each residence should maintain substantially the same color as originally painted or stained. Exterior paints and stains for each residence shall be selected to complement or harmonize with the colors of the other materials with which they are used. Wood siding, trim and shutters should generally stay within the earth tone color family (i.e. black, brown, tan, beige or gray, no primary colors such as blues, reds, greens or yellows). Soft and muted earthtone pastel colors are acceptable. The use of white is also permitted.

(c) Solar Panels/Screens/Film. Solar panels must be unobtrusive and blend with the roof shingle color. Parabolic solar collectors must be mounted so as to be flush with the roof. Solar panel frames should be bronze or black in color in order to best blend in with the shingles. All unfinished aluminum must be painted the color of the roof shingles. No solar panel shall be mounted so that it extends above the roof line. Solar panels shall not be visible from any street and shall not be mounted on stands. Solar screens may be used on windows only if they blend with the brick and roof color. Solar window film must be non-reflective type.

(d) Storm Windows and Storm Doors. The frames of storm windows and storm doors must be of a color compatible with the exterior house colors and/or general use and appearance of the house. All storm doors must be a full glass door. No screen doors are allowed.

(e) Roof Materials. The roof material of any residence must be substantially the same as the materials and color as originally constructed unless approved in writing by the Committee.

ARTICLE V

COVENANTS FOR MAINTENANCE

Section 1. Each Lot shall be kept and maintained in a constant state of good repair and shall have an attractive appearance at all times. All utility systems, interior patio areas, patio walls, and the roof and fence of each Lot shall be kept and maintained in a constant state of good repair and shall have an attractive appearance at all times.

Section 2. Owners, including occupiers, and lessees of any part of the Lot shall keep that part of the Lot owned, occupied or leased, including buildings, improvements and grounds in connection therewith, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all garbage, litter, trash, refuse, and waste;
- (b) Cutting and mowing of all weeds and grass;
- (c) Tree and shrub pruning;
- (d) Keeping exterior lighting and mechanical facilities in good working order;
- (e) Keeping lawn, shrub and garden areas alive, free of weeds and in a neat and attractive condition;
- (f) Repainting of improvements when needed; and
- (g) Repairing all water drainage systems.

ARTICLE VI

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owner of any portion of the land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date that this Declaration is recorded, after which time the provisions hereof shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots and bearing the written approval of the appropriate agency or subdivision of the City of Austin, Texas has been recorded, agreeing to abolish said covenants and restrictions in whole or in part; provided however, that no such agreements to change shall be effective until the date of such change; provided further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 2. Until such time as the first Lot is sold by Declarant, Declarant, at its discretion, may abolish or amend said covenants and restrictions or change them in whole or in part. Thereafter, as long as Declarant is the owner of any portion of the Properties, Declarant, and the Owners of fifty-one (51%) of the Lots in the Properties (exclusive of the Lots owned by the Declarant) may amend this Declaration in any respect.

Section 3. Except as provided in Section 1 and Section 2 of this Article VI, the covenants and restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the Owners of ninety percent (90%) of the Lots in the Properties evidenced by a document in writing bearing each of their signatures during the first thirty (30) year period

following the date of this Declaration, and thereafter by a document signed by not less than the Owners of seventy-five percent (75%) of the Lots.

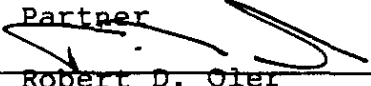
Section 4. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages against the land; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this instrument as of the 10 of November, 1997.

NORTH SHOAL CREEK ESTATES, LTD.,
a Texas limited partnership

by; NSC Management, L.L.C., General
Partner

By: 
Robert D. Oler
Manager

Its: _____

CONSENT AND JOINDER

Weekley Home, L.P., as the Owner of certain Lots in the Properties, hereby consents to and joins in the forgoing Declaration for the purpose of binding all of its Lots to the terms provisions and restrictions set forth therein

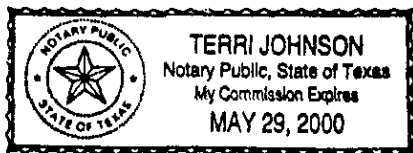
Weekley Homes L.P.,
a Delaware limited partnership

By: 
John A. Johnson, President

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 19 day of November, 1997 by Robert D. Oler, Manager of NSC Management, L.L.C., General Partner of NORTH SHOAL CREEK ESTATES, LTD., a Texas limited partnership, on behalf of said partnership.

(SEAL)



TERRI JOHNSON
Notary Public in and for
the State of Texas

Name printed or typed _____
My commission expires: _____

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 10th day of November, 1997 by John A. Johnson, President of WEEKLEY HOMES, L.P., a Delaware limited partnership, on behalf of said partnership.

(SEAL)

Ret.

STEWART TITLE AUSTIN, INC.
ONE PARK NORTH
8200 N. MOPAC, STE. #200
AUSTIN, TEXAS 78759

pw/winword/restrict/norshoal
11/10/97

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TRAVIS COUNTY, TEXAS

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PEGGY WEBB
Notary Public in and for
the State of Texas

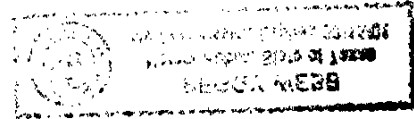


Name printed or typed _____
My commission expires: _____

FILED

97 NOV 20 AM 8:12

**DANA DEBEAUVOIR
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 hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

NOV 20 1997


**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

RECEIPT#: 800091258 TRANS#: 83870 DEPT: REGULAR RECORD \$29.00
CASHIER: KHTHJ FILE DATE: 11/20/97 TRANS DATE: 11/20/97
PAID BY: CHECK# 3539 **REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

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