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92083438

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
REPLAT - NORTHWEST HILLS LAKEVIEW V-A

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

11:09 AM 2359

25.00 INDX
2 4 08/28/92

THIS Declaration of Covenants, Conditions and Restrictions of
Replat - Northwest Hills Lakeview V-A (the "Declaration") made this
16th day of July, 1992, by NATHAN H. LEISTICO and KENT R. LEISTICO
(collectively, "Developer"):

11:09 AM 2359

3.00 RECM
2 4 08/28/92
21.39-CHK#
920834.38-DOC#

WITNESSETH:

WHEREAS, Developer is the sole owner of all lots (the "Lots") in
Replat - Northwest Hills Lakeview V-A, a subdivision in Travis County,
Texas, according to the plat thereof of record in Volume 90, Pages
163-164 of the Plat Records of Travis County, Texas, to which plat and
its record reference is here made for all purposes, and

WHEREAS, Developer desires to encumber the Lots with the
covenants, conditions, restrictions, reservations, and charges
hereinafter set forth, which shall inure to the benefit and pass with
said property, each and every parcel thereof, and shall apply to and
bind the successors in interest and any other owner thereof.

NOW, THEREFORE, Developer hereby declares that all Lots 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 Lots and
shall be binding on Developer, its successors and assigns, and all

RESTRICTIVE COVENANTS - PAGE 1
DOCS111/July 15, 1992

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TRAVIS COUNTY, TEXAS

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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.

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:

Lots 1, 2, 3, 4, 5, 6, 7, and 8, REPLAT - NORTHWEST HILLS LAKEVIEW V-A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 90, pages 163-164, Plat Records of Travis County, Texas.

II.

COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, AND CHARGES

All property described in Section I hereof is encumbered by the covenants, conditions, restrictions, reservations, and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvements of each Lot for residential purposes within said subdivision; to protect owners of Lots against improper use of surrounding Lots; to preserve so far as practicable, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to prevent haphazard and inharmonious improvements of Lots; to secure and

maintain proper setbacks from streets and adequate free space; to secure to each Lot owner, to the greatest practical extent, the enjoyment of the view from each Lot of the natural terrain and scenery; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

A. LAND USE AND BUILDING TYPES. No lot shall be used except for single family residential dwelling purposes. Except as provided in Paragraph II(D), below, no building shall be erected, altered, placed or permitted to remain on any Lot, except one single family dwelling not to exceed two and one-half stories in height with attached, enclosed garage for not less than two nor more than three cars. No garage doors shall be left open at any time except for brief ingress and egress. No carports shall be permitted, except when approved in writing by the Architectural Control Committee as hereinafter provided, which approval The Committee shall have no obligation to grant. No building shall remain uncompleted for more than one year after construction has been commenced. No building shall be constructed of any facing materials except masonry (rock, stucco, stone or brick) of at least 100% coverage on any surface facing the street, and at least 90% coverage on sidewalls.

B. DWELLING SIZE. The area of the main structure of a single-family residence shall be not less than 2250 square feet, excluding all open and covered porches and garage units. The Architectural Control Committee may approve a dwelling size containing less square feet, but such approval must be in writing.

C. FENCES. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the front wall of any house.

D. SEPARATE GARAGE, GUEST HOUSES, ETC. A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 800 square feet of floor area will be permitted, provided that (i) such structure or structures must be attached to the main residence by a common wall or by a covered passageway, (ii) the main dwelling be substantially completed prior to said erection, and (iii) all other restrictions, covenants, conditions and uses herein are complied with.

E. MINIMUM LOT SIZE. No structure shall be erected or placed at the front building set back line on any Lot which Lot has an average width of less than 80 feet. No resubdivision of existing Lots shall be made which would create an additional Lot or plot; but this shall not prevent the modifying of boundaries of original Lots in conformity with the above minimum width.

F. ARCHITECTURAL CONTROL. NO BUILDING, HOUSE, WALL, FENCE, LANDSCAPING OR ANY OTHER IMPROVEMENT SHALL BE ERECTED OR PLACED ON, NOR SHALL ANY BUILDING, HOUSE, WALL, FENCE, LANDSCAPING OR ANY OTHER IMPROVEMENT BE ALTERED, MODIFIED, ADDED TO OR REMOVED FROM ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS THEREOF AND A PLAN SHOWING THE LOCATION OF ALL BUILDINGS, HOUSES, WALLS, FENCES, LANDSCAPING AND OTHER IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO DRIVEWAYS AND SETBACKS, HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE, HEREINAFTER CALLED "COMMITTEE." Nor

shall the topography of the Lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written approval of the Committee. The approval of the Committee shall not be unreasonably withheld.

The Committee shall be composed of three members. The original members of the Committee shall be NATHAN H. LEISTICO, KENT R. LEISTICO and EDWIN W. PREWITT. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor by filing with the Committee and the Developer written designation of the successor. 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, in considering each set of plans and specifications and the plan showing the location of all improvements shall consider, among other things, the quality of design and materials, harmony of the design with existing structures, location with respect to topography and finished grade elevation, and the effect which the proposed structure will have upon the view of the natural terrain and scenery from existing structures in the vicinity.

The Committee's approval or disapproval as required herein shall be in writing and may be made by affixing its approval upon plans and specifications submitted to it. In the event the Committee fails to approve or disapprove the plans and specifications and plot plan for

the improvements to be erected or placed on a Lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements 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 and this covenant shall be deemed satisfied. All plans and specifications shall be delivered to the Developer not less than thirty (30) days prior to the date construction is to be commenced, in care of Edwin W. Prewitt, at his office at 3624 North Hills Dr., Suite D-101, Austin, Travis County, Texas, 78731, or such other address as it may designate, certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received by the Developer shall be considered the date of delivery to the Committee.

Anything herein to the contrary notwithstanding, the Committee is hereby authorized, at its sole discretion, to waive any requirements relating to carports, dwelling size, and fences and such decision shall be binding on all owners of Lots encumbered by this Declaration.

All approved improvements and landscaping shall be continuously maintained in a proper and first-class manner at all times.

G. EASEMENTS AND SETBACKS. Easements reserved are those set forth on the plat of record in Volume 90, Pages 163-164 of the Plat Records of Travis County, Texas. 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 of flow

of drainage channels in the easements, or which may obstruct or retard the flow of water. The easement area of each Lot shall not be fenced out of the Lot and shall be maintained continuously by the owner of the Lot.

No structure shall be located or erected on any Lot nearer to the front lot line than twenty-five (25) feet, nor nearer than five (5) feet to any side lot line, except that the total combined setback from both sides shall in no event be less than fifteen (15) feet, nor nearer than fifteen (15) to the rear lot line.

H. 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.

I. TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence, either temporary or permanent. No building may be moved on to any Lot. No racing vehicle, nor any vehicle without a current license plate shall be permitted to remain on any Lot or be parked on a street adjoining a Lot. No trucks larger than three-quarters of a ton, boats, trailers, campers, and motor or mobile home shall be permitted to be parked on any Lot, or on any street, so as same may be seen from any street.

J. 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 rent or for sale. No merchandising,

advertising and sales programming shall be conducted on any Lot without the prior approval of the Developer.

K. 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.

L. LIVESTOCK AND POULTRY. No pets, 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 animal pets (i.e., two dogs or two cats, or two total other household pets), provided they are not kept, bred or maintained for any commercial purpose.

M. 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. Each Lot owner shall contract with an independent disposal service to collect all garbage or other waste if such service is not provided by the City of Austin.

N. UTILITY SERVICES. All buildings constructed on any Lot shall be connected to City of Austin utility services.

O. SWIMMING POOL. No swimming pool shall be constructed in the front yard of any residence.

P. ANTENNA. No antenna for transmission or reception of television signals, radio signals, citizen band signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, except those which are located totally within the structure situated on said Lot. No television, radio or citizen band signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may interfere with the

reception of television or radio signals of any other Lot in the Subdivision.

III.

TERM

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the owners of the Lots encumbered by this Declaration, it is agreed to change said Declaration in whole or in part.

IV.

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 covenants. 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 Replat - Northwest Hills Lakeview V-A, 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 injunctive action or an action for specific performance in equity in any court of competent jurisdiction. Such action may be brought against any person, firm or corporation violating or

apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to one restraining construction of any improvements commenced, or about to be commenced, without the prior written approval of the Committee or for the removal of any improvement constructed without the prior written approval of the Committee. In the event enforcement actions are instituted and the party bringing such action is successful in obtaining any relief, then in addition to the remedies specified above, the party or parties against whom such relief was granted shall pay to the enforcing party costs and reasonable attorney's fees in such amount as the court may determine.

V.

SEVERANCE

In the event 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.

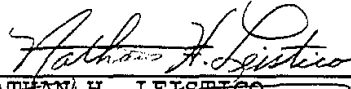
VI.

NUMBER AND GENDER

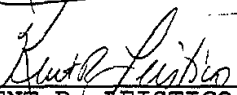
The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this Declaration. Likewise if either the feminine, masculine, or neuter gender should be any of the other genders, it shall be so treated.

EXECUTED this 16th day of July, 1992.

DEVELOPER:



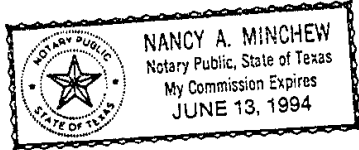
NATHAN H. LEISTICO



KENT R. LEISTICO

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 27th day of August, 1992, by NATHAN H. LEISTICO.

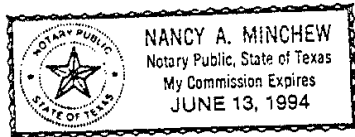


Nancy A. Minchew
Notary Public - State of Texas

(PRINTED NAME OF NOTARY)

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 27th day of August, 1992, by KENT R. LEISTICO.



Nancy A. Minchew
Notary Public - State of Texas

(PRINTED NAME OF NOTARY)

AFTER RECORDING
PLEASE RETURN TO:

FILED

1992 AUG 28 AM 11: 13

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

AUG 28 1992

RESTRICTIVE COVENANTS - PAGE 12
DOCS111/July 15, 1992

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS