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THE STATE OF TEXAS |
 |
 COUNTY OF TRAVIS |

KNOW ALL MEN BY THESE PRESENTS:

That BALCONES HILLS, INC., a Texas Corporation, with its principal place of business in the City of Austin, Travis County, Texas, being desirous of providing proper and uniform restrictions of a nature to insure development of a desirable residential area, as owner of all of those lots in Balcones Hills, Section 1, a subdivision in the City of Austin, Travis County, Texas, does hereby provide and declare the following restrictions to apply to said lots:

1. No building other than a one-family dwelling, not exceeding two and one-half stories in height, shall be erected, or permitted to remain, on any lot. Garages and servants' quarters which may be constructed in connection with dwellings shall be attached to the dwellings. No duplex or garage apartment shall be erected on any lot.

2. All dwellings erected or permitted to remain on any lot shall be used exclusively for residential purposes, and no part of any building erected on these lots, and no lot or part of any lot herein, shall be used for any business purposes whatsoever, except that one sales office may be erected and maintained by the owner or its agent for the exclusive purpose of selling lots in this subdivision. Except for the sales office hereinabove referred to, signs which evidence commercial use of the property shall not be erected on any lot or building.

3. No dwelling shall be located on any lot in said subdivision nearer than twenty-five feet (25') to the front property line nor further than forty feet (40') from the front property line; other set backs and side yards as shown on the recorded plat shall be observed; all lots shall have a minimum aggregate of side yards of 15 feet; nor shall any fence, wall or hedge which exceeds three feet (3') in height be installed beyond the front wall line of the respective houses, nor shall any fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet about the roadways 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 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 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4. Each of aforesaid lots shall be considered as a single building site and may not be re-subdivided into any tract for building purposes less than shown on the plat aforesaid; provided and except, however, that this restriction shall not prevent the construction of a single dwelling as described in paragraph 1, supra, on any tract larger than any one of said lots.

5. Easements are reserved as shown on the recorded plat. A five foot (5') easement for utility installation and maintenance is reserved off of the rear of each platted lot, whether or not such easement is shown on the plat.

6. No trailer, basement, tent, shack, barn, garage or other outbuilding erected in this tract shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence, nor shall any truck or trailer be parked on any such lots except when parked in a closed garage.

7. All of said dwelling units built on the lots aforesaid shall have a minimum of 50% of the exterior walls, including garages or carports, but exclusive of window and door openings, constructed of masonry.

8. No building shall be erected on any of said lots, nor shall any structure be altered until the building plans and specifications and a plot plan have been submitted to and approved in writing by Balcones Hills, Inc., or its representatives designated in writing, or in the event of the dissolution of said corporation, by

its successor, or person or concern designated by said corporation; however, if said plans and specifications and said plot plan shall not have been approved or disapproved within thirty (30) days following the date on which the same are submitted for approval, or if no injunction suit shall have been commenced prior to the completion of the work, then proper approval of the plans and specifications and plot plan shall be conclusively presumed.

9. It is further specifically provided that, in order to prevent undue hardship upon any owner or owners of any individual lot or lots in said subdivision, variance from the restrictions above set out as to size and cost of the structure, as to the percentage of masonry construction, and as to minor changes in location of the structure upon the respective lot or lots, may be granted by Balcones Hills, Inc., said approval of variances to be by an instrument in writing to be duly acknowledged and to be recorded in the Deed Records of Travis County, Texas, if and when such approval of variances shall ever be granted.

10. No dwelling shall be constructed or permitted to remain on the premises that is of a box construction, nor shall any structure which has been erected elsewhere be moved onto said premises.

11. The ground floor area of any structure or dwelling, exclusive of open porches, garages or carports shall, if it is a one-story structure, contain not less than 1,400 square feet of ground floor area. Garages, porches, carports and patios shall not be considered a part of the ground floor area.

The ground floor area of any dwelling of more than one story built on any lot in this subdivision shall contain not less than 1,000 square feet, and the total square footage in a dwelling of more than one story shall not be less than 1,600 square feet, and the provisions enumerated above concerning cost of such dwellings shall also apply to dwellings of more than one story.

12. No noxious or offensive activity shall be carried out upon any lot, nor shall any be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

14. No lot shall be used or maintained as a dumping ground or storage of any unsightly material. Rubbish and trash, garbage or other waste or unsightly materials shall not be kept except in sanitary containers. All sanitary containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition; screened and/or kept at a location so as to be free from public view from the street; and shall be kept or maintained back of the twenty-five (25') foot front set-back line.

15. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until March 1, 1993, at which time said covenants shall be automatically extended for periods of ten (10) years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

16. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. 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.

IN TESTIMONY WHEREOF, witness the signature of Robert B. Connelly, as President of Balcones Hills, Inc., this the 7th day of May, A. D. 1965.

BALCONES HILLS, INC.

By: Robert B. Connelly
Robert B. Connelly, President

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT B. CONNELLY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Balcones Hills, Inc., as its President, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of May, 1965.

Genevieve Lehman
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS.

(NOTARY SEAL)

STATE OF TEXAS }
COUNTY OF TRAVIS }

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped herein by me, on

MAY 11 1965



Emilie Limberg
COUNTY CLERK,
TRAVIS COUNTY, TEXAS

FILED
Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY TEXAS
MAY 10 7 56 AM 1965

DEED RECORDS
Travis County, Texas

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