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45-9955

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

This declaration of restrictions made this 23rd day of July, 1971, by Fawn Ridge Development Corporation, a Texas corporation acting by and through its duly authorized officer, hereinafter called "developer":

W I T N E S S E T H :

WHEREAS, developer is the sole owner of all lots in Vista West - II, a subdivision out of 33.1554 acres of the T. J. Chambers Survey, in Travis County, Texas, according to the plat thereof of record in Book 53, Page 77, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes, and desires to encumber said 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, Fawn Ridge Development Corporation, the sole owner in fee simple of Vista West - II, hereby declares that all lots in said subdivision 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 land and shall be binding on developer, its successors and assigns, and all 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,

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DEED RECORDS
Travis County, Texas

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reservations, and charges hereinafter set forth is described as follows:

All of the lots in Vista West - II, a subdivision in the City of Austin, Travis County, Texas, according to the plat thereof of record in Book 53, Page 77, Plat Records of Travis County, Texas, to which plat and its record reference is here made.

II

COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, AND CHARGES

The 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 improvement 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 improvement of lots; to secure and maintain proper setbacks from streets and adequate free space; 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 residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height with attached garage for not less than two nor more than four cars. No building shall remain uncompleted for more than one year after construction has been commenced.

B. Dwelling Size. The ground floor area of the main structure shall be not less than 1800 square feet, excluding all open and

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covered porches and garage units. If more than one story, the ground floor shall be not less than 1000 square feet, excluding open and closed porches and garage units, and not less than 2000 square feet for the combined area for the first and second floors, unless waived in writing by the Architectural Control Committee.

C. Architectural Control. No building, wall or fence shall be erected, placed, or altered on any lot until the construction plans and specifications thereof, including, but not limited to, location of buildings, walls, fences, driveways, and setbacks have been approved in writing by the Architectural Control Committee, hereinafter called "committee". The approval of the committee shall not be unreasonably or whimsically withheld.

The committee shall be composed of three members. The original members of the committee shall be Bill Milburn, Leopold Danze, and Ross Davis. 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's approval or disapproval as required herein shall be in writing. In the event the committee fails to approve or disapprove the plans and specifications and plot plan for the building to be erected on the lot, or the plans and specifications for the alteration of a building located on a lot, within thirty days after the same have been submitted to the committee, then in that event the same shall be deemed approved. All plans and specifications shall be delivered to the developer at its office at 7440 Ed Bluestein Blvd., Austin, Travis County, Texas, or such other address as it may designate, certified mail, return receipt requested, and the date received by the developer shall be considered the date of delivery.

Anything herein to the contrary notwithstanding, the committee is hereby authorized, at its sole discretion, to waive any requirement relating to dwelling size, and such decision shall be binding on all owners of lots encumbered by this declaration.

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D. Easements and Setbacks. Easements reserved and setback requirements are those set forth on the plat of record in Book 53, Page 77, of the Plat Records of Travis County, Texas.

E. 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.

F. Temporary Structures. No structure of a temporary character, 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 any lot.

G. 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 sale or rent, or signs used by builders to advertise the property for sale.

H. 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.

I. Livestock and Poultry. No 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 dogs, two cats, or two other household pets.

J. 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.

K. Utility Services. All buildings constructed on any lot shall be connected to City of Austin utility services.

III

IMPROVEMENT ASSOCIATION

A. Organization. The developer shall, on or before January 1, 1973, organize the Vista West Improvement Association, a non-profit corporation under the laws of the State of Texas, hereinafter called "association".

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B. Area. Any subdivider of any of the land described in that option contract from Dorothy G. Hart and husband, M. H. Hart, to Bill Milburn, dated October 23, 1969, a memorandum of which is of record in Volume 3774, Page 1420, of the Deed Records of Travis County, Texas, to which memorandum of option and its record reference is here made, that develops said land for residential purposes, may provide in the declaration of restrictions imposed upon said subdivision that the owner of each lot in said subdivision will become a member of the association and shall abide by the articles of incorporation, by-laws, and rules and regulations thereof.

C. Purpose. The development, ownership, and maintenance of tracts of land within any residential subdivision out of the area described in paragraph B of this section, which may from time to time be conveyed to the association by a subdivider for the use and benefit of the members of the association. It is agreed that the association will accept title to each tract of land conveyed to it by a subdivider within the area described in paragraph B of this section.

D. Membership. The owner of each lot to which this declaration applies, shall become a member of the association, when formed, and shall abide by the articles of incorporation, by-laws, and rules and regulations thereof, which articles of incorporation, by-laws, and rules and regulations are incorporated herein by reference.

E. Voting. The association shall have two classes of voting membership: Class A members shall be the owners of lots (with the exception of the developer). Class A members shall be entitled to one vote for each lot owned. Class B members will be the developer or subdivider of other subdivisions in the area designated in paragraph B of this section. Class B members shall be entitled to four votes for each lot owned; provided that Class B memberships shall cease and convert to Class A memberships when (i) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership or (ii) January 1, 1980, and thereafter the Class B members shall be deemed to be Class A members

entitled to one vote for each lot owned. For the purpose of voting, the member will be not only those covered by this declaration but any other member of the association.

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F. Common Properties. Every member of the association shall have a right and easement of enjoyment in and to the properties conveyed to the association and such easement shall be appurtenant to and shall pass with the title to each lot.

IV

TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, 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 then owners of the lots encumbered by this declaration, it is agreed to change said declaration in whole or in part.

V

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, the association, or developer to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. 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 Vista West - II, 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 action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

VI
SEVERENCE

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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.

VII
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 the 23rd day of July, 1971.

(NO SEAL)

FAWN RIDGE DEVELOPMENT CORPORATION

By *Bill Milburn*
Bill Milburn, President

The undersigned, The American National Bank of Austin, a national banking association acting by and through its duly authorized officers, hereby joins in the execution of this declaration of restrictions as mortgagee of that property described above.

EXECUTED this the 29th day of July, 1971

THE AMERICAN NATIONAL BANK OF AUSTIN

ATTEST:

By *Fred M. Martin*
Senior Vice President

Marjorie R. Zunley
Assistant Cashier

(CORPORATE SEAL)

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THE STATE OF TEXAS X
X
COUNTY OF TRAVIS X

Before me, the undersigned authority, on this day personally appeared Bill Milburn, President of Fawn Ridge Development Corporation, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of Fawn Ridge Development Corporation, and in the capacity therein stated.

Given under my hand and seal of office this the 27 day of July, 1971.

Gail Nichols
Notary Public, Travis County, Texas

NOTARY SEAL

THE STATE OF TEXAS X
X
COUNTY OF TRAVIS X

Before me, the undersigned authority, on this day personally appeared *Fred McMiller, Senior Vice* President of The American National Bank of Austin, a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of The American National Bank of Austin, and in the capacity therein stated.

Given under my hand and seal of office, this 29th day of July, 1971.

Kelly Ann Trayer
Notary Public, Travis County, Texas

NOTARY SEAL

FILED
AUG 4 8 42 AM '71
Doris Shropshire
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, as Stamped hereon by me, on

AUG 4 1971



Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS