

754

MAY 16-75²⁷ 222 * 7.50

THE STATE OF TEXAS : 1-13-0361

COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

This declaration of restrictions, made this 6th day of May, 1975, by Bill Milburn, Inc., a Texas corporation, acting herein 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 IV, a subdivision out of 30.74 acres of the T. J. Chambers Survey, in Travis County, Texas, according to the plat thereof of record in Book 62, Page 75, 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 of 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, Bill Milburn, Inc., the sole owner in fee simple of Vista West IV, 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, reservations, and charges hereinafter set forth is described as follows:

DEED RECORDS
Travis County, Texas

5170 2202

1-13-0362

All of the lots in Vista West IV, a subdivision in the City of Austin, Travis County, Texas, according to the plat thereof of record in Book 62, Page 75, 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 improvements 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.

1. Lots 21 and 22, Block "A."

The ground floor area of the main structure shall be not less than 2400 square feet, excluding all open and covered porches and garage units. If more than one story, the ground floor

1-13-0363

shall be not less than 1600 square feet, excluding open and closed porches and garage units, and not less than 2600 square feet for the combined area for all floors.

2. All other lots -

The ground floor area of the main structure shall be not less than 2200 square feet, excluding all open and covered porches and garage units. If more than one story, the ground floor shall be not less than 1400 square feet, excluding open and closed porches and garage units, and not less than 2400 square feet for the combined area for all floors.

The Architectural Control Committee shall have the right to reduce the area for any house, but any such approval must be in writing.

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

5170 2204

1-13-0364

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 requirements relating to dwelling size, and such decision shall be binding on all owners of lots encumbered by this declaration.

D. Easements and Setbacks. Easements reserved and setback requirements are those set forth on the plat of record in Book 62, Page 75, 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.

1-13-0365

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

III.

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, 2005, 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 the 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 obligation hereunder would result in irreparable damage to the developer and other owners of lots in Vista West IV; 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.

V.

SEVERENCE

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

1-13-0366

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 6th day of May, 1975.

(NO SEAL)

BILL MILBURN, INC.

BY *Richard C. Baker*
Vice 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 6th day of May, 1975.

THE AMERICAN NATIONAL BANK
OF AUSTIN

(CORPORATE SEAL)

BY *Frank C. Ellentz*
SA Vice President

ATTEST:

Pat Hopkins
Assistant Cashier

THE STATE OF TEXAS :

1-13-0367

COUNTY OF TRAVIS :

Before me, the undersigned authority, on this day personally appeared Richard C. Baker, Vice President of Bill Milburn, Inc., 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 said corporation, and in the capacity therein stated.

Given under my hand and seal of office, this 6th day of May, 1975.

NOTARY SEAL

Ernest W. Thomas
Notary Public, Travis County, Texas

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

Before me, the undersigned authority, on this day personally appeared *Andrew C. Ellish, Jr. Sr.*, 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 said bank, and in the capacity therein stated.

Given under my hand and seal of office, this 16 day of May, 1975.

NOTARY SEAL

John M. Woolley
Notary Public, Travis County, Texas

FILED FOR RECORD
at 4:15 o'clock P.M.
5-16-75
DORIS SHROPSHIRE
Clerk, County Court, Travis County, Texas
By *[Signature]* County

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stated herein by me, and was duly RECORDED, in the Volume and Page of the PUBLIC RECORDS of Travis County, Texas, as Shown on the 7-2-75

MAY 16 1975



Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS