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n. d. c. / c
1-68-4317

THE STATE OF TEXAS X

RESTRICTIVE COVENANTS

COUNTY OF TRAVIS X

SERENA WOODS

~~PLAT 17-7883~~ * 1754 * 13.00
~~PLAT 17-7883~~ * 1755 * 7.00

This declaration of restrictions made this 11 day of Jan., 1978

by CIMA SERENA VENTURE, a Joint venture, acting herein by and through the undersigned, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer is the sole owner of all lots in the Resubdivision of Serena Woods, a Subdivision in Travis County, Texas, as shown by the map or plat thereof of record in Book 76, Page 55, 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, Developer, the sole owner in fee simple of Serena Woods, 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, hereby amending the restrictive covenants previously impressed upon the subject property:

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,

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DEED RECORDS
Travis County, Texas

and charges hereinafter set forth is described as follows:

All of the lots in the Resubdivision of Serena Woods, a Sub-
division in Travis County, Texas, as shown by the map or plat **1-68-4318**
thereof of record in Book 76, Page 55, 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 in-
sure the best and highest use and the most appropriate development and improve-
ment 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 en-
hance 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 per-
mitted to remain on any lot other than one single family dwelling not to exceed
two and one-half stories in height. All garages and carports shall be large
enough to accommodate under roof two full-sized automobiles and be attached to
the house by a common wall unless permission is granted by the Architectural
Committee to deviate from this requirement. No building shall remain uncompleted
for more than one year after construction has been commenced.

B. Dwelling Size. Dwellings erected on any lot shall have not less than
1400 square feet of finished, heated, living space.

C. Masonry. Each dwelling shall have not less than 25% of its exterior
walls of masonry construction; provided, however, the Architectural Control
Committee may waive this requirement in whole or in part, but any such waiver must
be in writing.

D. Architectural Control. For a period of five years from date hereof,
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,

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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 Leonard J. Lundgren, Vijay Parekh, and Wayman Thurman. A decision of a majority of the Committee shall be binding on all members thereof.

The Developer may at any time replace one or more of the Architectural Committee. In the event of vacancies on the Architectural Committee new members shall be designated by the Developer.

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 1213A West 34th Street, Austin, 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 masonry requirements, and such decision shall be binding on all owners of lots encumbered by this declaration.

E. Easements and Setbacks. Easements reserved and setback requirements are those set forth on the plat of record in Book 76, Page 55, Plat Records of Travis County, Texas. No fence, wall, or hedge shall be erected or placed forward of the front setback line as shown on the said plat.

F. 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. No repair of vehicles allowed except inside.

G. 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 any lot.

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H. 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.

I. 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.

J. 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 household pets which are not kept, bred, or maintained for commercial purposes.

K. 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.

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

M. Residences Facing Front. All residences erected on lots bordering cul de sacs shall face such cul de sac, and all lots adjacent to streets terminating in cul de sacs shall face the street terminating in such cul de sac, except for lots 4 through 10, upon which lot the residence shall face Cima Serena Drive.

N. Boats, Travel Trailers, and Motor Homes. All boats, travel trailers, and motor homes shall be parked behind the forward setback building line. No boat, travel trailer or motor home shall be parked in the streets of this subdivision nor in the driveways forward of the front setback building line.

III.

SIDEWALKS

The owner of each lot shall construct sidewalks as required by the City of Austin or any other political subdivision in the State of Texas or where such lot is shown by the plat of record as requiring a sidewalk to be built thereon.

IV.

TERM

These covenants are to run with the land and shall be binding on parties and all persons claiming under them for a period of twenty-five years from date hereof, 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.

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V.
ENFORCEMENT

1-68-4321

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 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 Serena Woods, 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.
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.

VII.
NUMBER AND GENDER

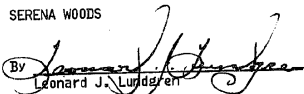
The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this declaration. Likewise, if either the feminine, masculine, or neuter gender should be any of the other genders, it shall be so treated.

EXECUTED this 11 day of Jan., 1978.

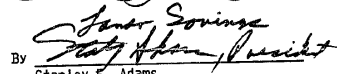
SERENA WOODS

(NO SEAL)

By


Leonard J. Lundgren

By


Stanley E. Adams

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THE STATE OF TEXAS X

1-68-4322

COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Leonard J. Lundgren, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

NOTARY SEAL

Michael Bough
Notary Public in and for Travis County,
Texas

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Stanley E. Adams, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

NOTARY SEAL

Herbert J. Schaefer
Notary Public in and for 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

JAN 17 1978



Louis Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

JAN 17 3 25 PM '78

Louis Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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