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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS.

1-78-2229

STATE OF TEXAS * KNOW ALL MEN
* BY THESE PRESENTS:
County of Travis *

THAT WHEREAS, Lamar Savings Association, hereinafter called the Declarant, is the owner of all that certain real property located in Travis County, Texas, described as follows: Lots 1 through 30, Arroyo Seco, a subdivision in the City of Austin, Travis County, Texas, of record in Vol. 76 , Page 322 , Travis County Plat Records.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

1.1 Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a single family or duplex dwelling including contract

1-78-2230

sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.2. Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Declarant.

1.3. Lot shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in the above described Plat Records of Travis County Texas, on which there is or will be built a single family or duplex dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

1.4. Declarant shall mean and refer to Lamar Savings Association, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO
ARCHITECTURAL CONTROL

2.1. Architectural Control Committee. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than 3 qualified persons, which committee shall serve at the pleasure of the Declarant.

2.2. Approval of Plans and Specifications. No building, fence or wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to, and approved in writing by the Architectural Control Committee as

to harmony of external design and location in relation to surrounding structures and topography.

2.3. Failure of Committee to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of 30 days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE
EXTERIOR MAINTENANCE.

In the event an Owner of any Lot shall fail to maintain the premises and the Improvements situated thereon in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

ARTICLE FOUR
USE RESTRICTIONS

4.1. Type of Buildings Permitted. All lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling and a private garage for not more than 2 automobiles; provided duplex, two-family residences, together with private garage space for not more than 4 automobiles, may be erected on each of Lots 17, 18, 19, 23 and 24.

4.2. Minimum Floor Area and Exterior Walls. Any single story residence constructed on said Lots must have a ground floor area of not less than 1400 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports,

and garages. The exterior walls of any residence shall consist of not less than 33 percent masonry construction, unless the non-masonry exterior walls are either board cedar or redwood.

4.3. Setbacks. No building shall be located on any Lot, except Lot 26, nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. It is the intention of the Declarant to assist the purchaser of Lot 26 in obtaining from the Board of Adjustments of the City of Austin a variance on this lot of the minimum building front setback line from 25 feet to 15 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.4, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

4.4. Resubdivision or Consolidation. Except as provided hereinafter, no lot shall be resubdivided in any fashion, except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in Paragraphs 4.2 and 4.3 hereof on each resulting building site so long as such subdivision or consolidation does not result in any building site having an average width of less than 70 feet. Notwithstanding the foregoing, during the construction and sales period, Declarant shall have the right to consolidate, subdivide, or modify Lots 25, 26, 27, and 28 as Declarant shall deem necessary for economic and efficient sale and/or utilization thereof.

4.5. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

4.6. Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.7. Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

4.8. Signs. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such

facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

4.9. Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.10. Animals. 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 purpose.

4.11. Fences, Walls, Hedges and Utility Meters. No fence, wall hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the Street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

4.12. Shrubs and Trees. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five feet from their intersection, or in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such

distances of such intersections unless the foliage line is maintained at a height not greater than six feet above ground level.

4.13. Buses, Trailers and Commercial Trucks. No bus, trailer or commercial truck shall be parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no bus, boat, trailer or commercial truck shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from the street. Non-operable vehicles are considered trailers for purposes of this paragraph.

4.14. Prohibited Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE FIVE

CITY OF AUSTIN - LAKE AUSTIN WATERSHED PROTECTION ORDINANCE

5.1. General Pursuant to the provisions of City of Austin Ordinance No. 780105 -C passed and approved January 5, 1978 (commonly known as the "Lake Austin Watershed Protection Ordinance") and the variance granted this subdivision by the City Planning Commission on January 24, 1978, and duly recorded in the minutes thereof, it has been determined that the total impervious cover for the subdivision, including dwelling units, porches, patios, driveways and sidewalks, and public streets and curbs, shall not exceed thirty-seven (37%) percent of the total surface area within the subdivision. Based upon this limitation, and subject to variations or modifications as permitted under Paragraph 5.2, Declarant and the City of Austin have determined that so long as such Ordinance and variance be in effect the total

impervious cover on each Lot should not exceed 3080 square feet (called "standard cover").

5.2. Compliance and Variations. So long as the above referenced Ordinance and variance are in effect, each lot owner desiring to construct improvements shall, as a condition for obtaining the required Building Permit, submit to the appropriate City authorities a statement setting forth the total anticipated impervious cover for the Lot or Lots upon which the improvements are to be located. So long as the total impervious cover for such Lot or Lots does not exceed the "standard cover", as authorized in this Article, the improvements shall be deemed to be in compliance herewith.

In the event the total impervious cover exceeds the "standard cover" authorized under Paragraph 5.1 for the Lots involved, such permit shall be denied unless such Lot owner shall (i) obtain appropriate variance from the City of Austin, or (ii) provide evidence acceptable to the appropriate City authorities that the total impervious cover on other designated Lot or Lots are and will be limited such that the total combined impervious cover for the subject Lot and the designated other Lot(s) will not exceed the total authorized for both or all of such Lots. Such evidence shall include a written agreement among owners of the designated Lot or Lots, suitable for recording (which agreement shall be recorded in the real estate records promptly on approval by the City if not previously recorded). Thereafter, the "standard cover" for such Lot or Lots shall be as set forth in the approved and recorded written agreement until further modified by subsequent written agreement duly approved and recorded.

5.3 Enforcement. In addition to enforcement by interested lot owners, the City of Austin shall also have authority to enforce the provisions of this Article Five in the same manner as Lot owners, it being the express intention of Declarant that the City of Austin be a third-party beneficiary of the restrictions herein. In the event the City of Austin shall revoke the above referenced Ordinance, or relax the requirements thereunder, then the requirements set forth in this Article shall be automatically revoked or relaxed to the same extent and degree.

ARTICLE SIX
ACCESS TO DRY CREEK

No driveway access shall be permitted onto Dry Creek Drive from Lots 9, 10, 11, 17 and 18.

ARTICLE SEVEN
GENERAL PROVISIONS

7.1 Enforcement. The Declarant, or any Owner, and in the case of ARTICLES FIVE and SIX, The City of Austin, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7.3 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of,

and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration, except Articles FIVE and SIX, may be amended during the last year of any such ten (10) year period by an instrument signed by the Owners of not less than 90% of the Lots; during any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declaration, except Articles FIVE and SIX, may be amended during the last year of any such ten (10) year period by an instrument signed by the Owners of not less than 75 percent of the Lots. No amendment will be effective until recorded in the Real Property Records of Travis County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarant, this 5th day of June, 1978.

[NO SEAL]

BY: Stanley E. Adams
 STANLEY E. ADAMS,
 President

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

1-78-2239

BEFORE ME, the undersigned authority, on this day personally appeared STANLEY E. ADAMS the President of Lamar Savings Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of June, 1978.

NOTARY SEAT

Edyth Simpson
Notary Public in and for Travis County,
Texas. **EDYTH SIMPSON**

STATE OF TEXAS
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 original RECORDS of Travis County, Texas, as Stamped herein by me, on
COUNTY OF TEXAS
JUN 9 1978



Carie H. [Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
JUN 9 2 48 PM '78
Carie H. [Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS *
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COUNTY OF TRAVIS *

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Notary Public in and for Travis County,
Texas. **EDYTH SIMPSON**

STATE OF TEXAS
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date and at the time stamped herein by me; and was duly
RECORDED, in the Volume and Page of the record INDEXED
of Travis County, Texas, as Stamped herein by me, on

JUN 9 1978



Caris Simpson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
JUN 9 2 48 PM '78
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COUNTY CLERK
TRAVIS COUNTY, TEXAS

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