

~~1-98-9502~~ 1500

1500

THE STATE OF TEXAS	X	RESTRICTIVE COVENANTS
	X	
COUNTY OF TRAVIS	X	SPICEWOOD FOREST

1-98-9502

This declaration of restrictions made this 30th day of March, 1979,
 by PERCIFULL-WARING DEVELOPMENT, INC., a Texas corporation, acting herein
 by and through its duly authorized officers, hereinafter called "Developer,"

W I T N E S S E T H:

WHEREAS, Developer is the sole owner of all lots in SPICEWOOD FOREST,
 a Subdivision in Travis County, Texas, as shown by the map or plat thereof of
 record in Book 76, Page 147, 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 SPICEWOOD
 FOREST, hereby declares that all lots in said subdivision shall be held, trans-
 ferred, 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, suc-
 cessors, 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

DEED RECORDS
Travis County, Texas

6513 536

conveyed, subject to the covenants, conditions, restrictions, reservations,
and charges hereinafter set forth is described as follows:

1-98-9503

All of the lots in SPICEWOOD FOREST, a Subdivision
in Travis County, Texas, as shown by the map or plat
thereof of record in Book 76, Page 147, 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 develop-
ment and improvement of each lot 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 ma-
terials; 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. Lots 1, 2 and 3, in Block "E", and
Lots 1, 2 and 3, in Block "C", may be used for townhouses, planned urban de-
velopment units, or for professional type non-cash register related sales
office buildings. Duplexes may be erected on Lots 1 through 8, in Block
"A", Lots 1 through 11, in Block "B", Lots 15 through 23, in Block "C", and
Lots 6 and 7, in Block "D", and on all of the balance of the lots in the

subdivision, 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. No building shall remain uncompleted for more than one year after construction has commenced.

1-98-9504

B. Dwelling Size. Single family residences erected on any lot shall have not less than 1,500 square feet of finished, heated living space. Duplexes erected on any lot shall contain not less than 1,800 square feet of finished, heated living space.

C. Architectural Control. For a period of five years from date hereof, no building, well 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 two members. The original members of the Committee shall be Joseph T. Waring and Will Percifull. In the event of the death or resignation of either member of said Committee, the remaining member shall have full authority to act until the member has been replaced. A decision of one of the Committee shall be binding on the other member 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 8705 Shoal Creek Boulevard, 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.

1-98-9505

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.

D. Easements and Setbacks. Easements reserved and setback requirements are those set forth on the plat of record in Book 76, Page 147, 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.

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, 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.

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; except that a temporary advertising sign may be erected on Lot 11, in Block "E", and such sign may remain until the Developer conveys said lot.

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.

1-98-9506

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.

L. Boats, Travel Trailers and Motor Homes. All boats, travel trailers, and motor homes shall be parked in the driveway of each residence or duplex. No boat, travel trailer or motor home shall be parked in the streets of this subdivision. No automobiles shall be parked on any lot except in the driveway or in the garage.

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.

V.

ENFORCEMENT

1-98-9507

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 Spicewood Forest, 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 1-98-9508
the feminine, masculine, or neuter gender should be any of the other genders,
it shall be so treated.

EXECUTED this 30th day of March, 1979.

PERCIFULL-WARING DEVELOPMENT, INC.

By *Will Percifull*
Will Percifull, President

(CORPORATE SEAL)
ATTEST:

Becky Percifull
Becky Percifull, Secretary

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Will Percifull, President of Percifull-Waring Development, Inc., a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of April, 1979.

NOTARY SEAL

Lillian J. Thurmond
Notary Public in and for Travis County, Texas
LILLIAN J. THURMOND

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

APR 4 1979



Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
APR 4 8 06 AM '79
Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS