

DEED RESTRICTIONS FOR THE MEADOWS

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2-00-1268

(The introductory portion will be decided when you decide whether you want to file separate deed restrictions with each deed or record one blanket set of deed restrictions as to the entire tract.

APR 20-79 4584 * 11.00

I.

Definition of Terms

1. "Lot" shall mean lots located in a subdivision known as The Meadows found of record in Volume 77, Page 65 of the Plat Records of Travis County, Texas, and consisting of lots one through 17.
2. "The Property" shall mean all of the lots, streets, easements, common areas and other property located within The Meadows subdivision.
3. "Owner", "Owners" shall refer to any fee-simple or any other interest owner or holder of any one or more lots in the Property.

II.

Architectural Control Committee

1. For the purpose of implementing the protective provisions and restrictions set forth herein, and for retaining the unique character of the Property, an Architectural Control Committee is hereby created. From the period of the effective date of these restrictions through the end of the calendar year 1980, Lewis-Bechtol Company shall function as the Architectural Control Committee. Thereafter, Lewis-Bechtol Company shall appoint at least one (1) person but not more than three (3) persons to function as the Architectural Control Committee. At the time of such appointment, at least one (1) person on the Architectural Control Committee to be appointed shall own an interest in the Property. A representative of Lewis-Bechtol Company shall always have the right to serve on the Architectural Control Committee.
2. No building, fence, wall, or other structure shall be commenced, erected, maintained, or altered on any Lot until the construction plans and specifications and a plan showing the location of the building or other structure on the Lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and elevation.
3. In the event that any plans and specification are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail to either approve or reject such plans and specifications for a period of two (2) weeks (14) days following such submission, approval by the Committee shall not be required and full compliance with this article shall be deemed to have been held.
4. The Architectural Control Committee, nor any members thereof, in their capacity as Committee members shall be held responsible for any loss or damage, or be liable in any way whatsoever for any errors or defects which may or may not be shown on said plans and specifications or in any building or structure erected in accordance with such plans and specifications or otherwise.
5. The Architectural Control Committee shall have the right, power and authority to authorize a variation or a modification from any restrictions herein contained, as may be applicable to any particular Lot, when in the opinion of the Architectural Control Committee such modification or variation shall not detract from the quality or attractiveness of the Property. Such authorization must be in writing. This right to grant a variation or modification shall extend to all of the restrictions and conditions contained herein notwithstanding anything herein to the contrary.

6. At the end of calendar year 1980, and continuing thereafter so long as these restrictions shall be in effect, the Property owners shall have the right to nominate and select the Architectural Control Committee, which shall upon that date and thereafter consist of three (3) members. The Committee may be selected by majority vote of the Property owners, with each Lot being entitled to cast one (1) vote for each of the three (3) positions, or a total of three (3) votes, with cumulative voting being allowed. Without regard to how many different owners may own an interest a Lot, the Lot shall still be entitled to cast only one (1) vote for each of the three (3) positions.

III.

Construction of Conditions and Restrictions

1. The determination of any court that any of the conditions, restrictions or charges created herein are unlawful or invalid shall not effect the validity of any of the other provisions hereof.

2. Damages are declared not to be adequate compensation for any breach of the provisions contained herein; in the event that any of the conditions and restrictions contained herein are breached by any of the Owners, the Architectural Control Committee and any Owners shall have the right to specific performance of said conditions, restrictions and charges.

IV.

Scope and Duration of Conditions, Restrictions and Charges

1. All of the conditions, restrictions and charges set forth herein are imposed upon the Property as a part of a general plan of improvement, development, building, occupation and maintenance hereby, and said conditions, restrictions and charges shall run with the land and continue to be in full force and effect for thirty (30) days, at which time said conditions, restrictions and charges shall be automatically extended for one (1) successive period of ten (10) years unless a majority of the Owners of record of the Lots in the subdivision (have one (1) vote per Lot) agree to change or terminate said conditions, restrictions and charges in whole or in part by an instrument in writing, signed by said Owners, which shall be acknowledged by them so as to entitle it to be recorded in the County Clerk's Office of Travis County, Texas.

V.

Violations of Conditions and Restrictions

1. The result of every act or omission whereby any condition or restriction contained herein is violated, in whole or in part, is hereby declared to be a nuisance, in addition to any other violation it may be, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Architectural Control Committee, or any Owner or their successors or assigns.

VI.

Use Restrictions

1. All of the Lots shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than either one (1) single family detached dwelling with either attached or detached garage or one (1) duplex dwelling. Garages for the buildings, attached or detached, shall be limited to not more than four (4) automobiles. No building or structure

intended for or adapted to business purposes and no apartment house, lodging house, rooming house, office or dwelling housing more than two (2) families of any type shall be erected, placed, permitted or maintained on the Property or any part thereof. This restriction shall not apply to Lot 12, but separate restrictions are set out herein governing Lot 12.

2. No trailer, prefabricated structure, previously constructed structure, mobile home or temporary structure shall be moved onto or used on the Property; it being the intent that a single family residence constructed of new material only be placed on the Property and maintained on the Property.

3. The ground floor area of the main structure, exclusive of one story open porches and garages or carports, shall be not less than two thousand (2,000) square feet for a one story dwelling (single-family or duplex). The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than one thousand (1,000) square feet for a dwelling (single-family or duplex) of more than one story.

4. No dwelling shall be located on any of said Lots nearer to the front line or nearer to the side street than the minimum building set-back lines shown on the recorded plat. In any event, no dwelling shall be located on any of said Lots nearer than twenty five (25) feet to the front lot line, or nearer than ten (10) feet to any side street line or five (5) feet from side lot lines of all inside lots. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a dwelling, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon any other Lot.

5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as recorded in the Records of Travis County, Texas. Within these easements, with the exception of the side lot easements, no structure, planting or other materials shall be constructed, placed, altered or permitted to remain which damages or interferes with the installation, operations or maintenance of such facilities or impairs the free movement of any public utility company in, on or across said easements.

6. No noxious or offensive activity shall be carried on upon any of said Lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No part of any of said Lots shall ever be used for a business or commercial purpose or for carrying on any trade or profession, whether temporary or permanent.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of said Lots, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any of them. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of said Lots.

9. No Lot may be resubdivided unless approved in writing by the Architectural Control Committee herein created.

10. None of said Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. Fences may be erected to enclose the rear yards of dwellings not to exceed six (6) feet in height and not to exceed farther than the front of the building. Any fences shall be constructed of wood and must be erected with new materials.

12. No livestock or poultry of any kind shall be raised, bred or kept on any tract, other than dogs, cats or other household pets not raised, bred or kept primarily for commercial purposes.

13. No signs of any kind shall be displayed for public view on any Lot except reasonable signs advertising the Property for sale or rent or advertising the building, architect, or supplies during constructions, without the prior written consent of the Architectural Control Committee herein created.

14. No fence, well, hedge or building 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 upon such Lot.

15. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity and no truck, bus, boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. There shall be no overnight parking of vehicles or trailers on any street on the Property.

16. All clothes lines, garbage cans, equipment, coolers, wood-piles or storage piles shall be walled or otherwise concealed in such manner as to conceal them from the view of neighboring lots, roads or streets.

17. Exposed or exterior radio or television transmission or receiving antenna or equipment shall be limited in height to twenty (20) feet above the roof of any structure, but this restriction may be waived by the Architectural Control Committee. Any waiver of this restriction shall not constitute a waiver as to other lines, antennas, or equipment.

18. All residences and other buildings and all Lots must be kept in a good state of repair and maintenance, and residences and buildings must be painted or otherwise restored and maintained when necessary to preserve the attractiveness of said residences and buildings.

19. No vehicle may be stored on any Lot or in any street or roadway adjacent to any Lot nor shall any car or vehicle that is not in running condition and in regular use be allowed to remain on any Lot for more than one (1) week. There shall be no repairing of any motor vehicles permitted on any Lot.

20. Roof materials for all structures shall be approved by the Architectural Control Committee. No asphalt shingles of two hundred forty (240) pound weight or less nor metal roofs shall be allowed. Provided, however, that this requirement may be varied by prior approval of the Architectural Control Committee.

VII.

Amendments

1. At any time the Owners of fee simple title to seventy five (75%) percent of the Lots, the seventy five (75%) percent being determined by the total number of Lots existing by reason of the original subdivision and any resubdivision as of the date of the recording of the amendment, may amend the restrictions, covenants and conditions set forth herein by filing an instrument containing such amendment and signed by the Owners of at least seventy five (75%) percent of the Lots in the Office of the County Clerk of Travis County, Texas. Once property executed and filed, amendments shall be binding upon and govern all Lots.

2-00-1272

Right to Enforce

1. The provisions contained in the foregoing paragraphs shall be binding and inure to the benefit of and be enforceable by the Owner or Owners of any Lot or a portion of a Lot, or their legal representatives, heirs, successors and assigns, and the failure to enforce any of the conditions, restrictions or charges set forth above shall in no event be deemed to be a waiver of the right to do so thereafter.

2. In any legal proceeding commenced by anyone entitled to enforce or restrain a violation of the foregoing conditions, restrictions, or charges set forth herein, the losing party or parties shall pay the attorney's fees of the winning party or parties in such amount deemed to be reasonable by the court in such proceeding.

EXECUTED AND EFFECTIVE this the 1st day of MARCH, 1979.

LEWIS-BECHTOL COMPANY

(NO SEAL)

By: John C. Lewis
President
JOHN C. LEWIS

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared John C. Lewis, President of Lewis-BECHTOL CO., 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 considerations therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICER THIS THE 1st day of March, 1979.

NOTARY SEAL

B. H. Reed
NOTARY PUBLIC IN AND FOR TRAVIS
COUNTY, TEXAS

B. H. REED

MY COMMISSION EXPIRES: 7-28-80

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

FILED
APR 20 2 15 PM '79
Travis County Clerk
TRAVIS COUNTY, TEXAS

APR 20 1979



Paris Anagnostis
COUNTY CLERK
TRAVIS COUNTY, TEXAS