

THE STATE OF TEXAS X AMENDED RESTRICTIVE COVENANTS
 I
COUNTY OF TRAVIS I SPICEWOOD FOREST 2-45-8495

23.00
3.00
index

We, the undersigned, being all of the owners of 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, desire that restrictions, conditions, and covenants previously placed on such subdivision as shown in Volume 6513, Page 536, Deed Records of Travis County, Texas, be AMENDED in order to develop the property in a harmonious fashion and in order to protect the investments of purchasers of the lots in said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The following restrictions, conditions, covenants and uses are hereby impressed and imposed upon SPICEWOOD FOREST, in amendment of restrictions previously impressed thereon in Volume 6513, Page 536, Deed Records of Travis County, Texas:

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:

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

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DEED RECORDS
Travis County, Texas

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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.

2-45-8496

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 single family dwellings,
duplexes, townhouses, planned urban development units, or for professional
type non-cash register related office buildings. Either single family
dwellings or duplexes may be erected on Lots 1 through 8, in Block "A",
and 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 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.

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, 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.

2-45-8497

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.

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

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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.

2-45-8498

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 the 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.

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

2-45-8499

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

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 perform-

ance 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.

2-45-8500

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 5th day of November, 1980.

ATTEST:

PERCIFULL-WARING DEVELOPMENT, INC.

Becky Percifull (NO SEAL)
Becky Percifull, Secretary

By *Will Percifull*
Will Percifull, President

Attest and seal omitted
by resolution

JOSEPH T. WARING CONSTRUCTION, INC.

By *Joseph T. Waring*
Joseph T. Waring, President

Attest and seal omitted
by resolution

W & J PERCIFULL, INC.

By *Will Percifull*
Will Percifull, President

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Attest and seal omitted
by resolution

TILLINGHAST BUILDERS, INC.

By Kathy Tillinghast
Kathy Tillinghast, President

2-45-8501

ATTEST:

FOREST MESA REALTY, INC.

Edith Underwood

(NO SEAL)

By J. E. Dawson

J. E. Dawson

Jimmy E. Dawson

Paula Glen Dawson

Paula Glen Dawson

Sherrie Mankovsky

Sherrie Mankovsky

Sherrie Mankovsky

Sherrie Mankovsky

Reuben F. Pfennig

Reuben F. Pfennig

Dorothy W. Pfennig

Dorothy W. Pfennig

ATTEST:

JOE HIGGS BUILDER, INC.

Christy A. Shelts

(NO SEAL)

By Joe Higgs

ATTEST:

HUGH RADNEY BUILDER, INC.

Attest and seal omitted
by resolution

By Hugh Radney

John Harry Pels, III

John Harry Pels, III

Patricia B. Pels

Patricia B. Pels

Carter G. Naylor

Carter G. Naylor

Heidi Naylor

Heidi Naylor

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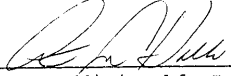
THE STATE OF TEXAS I
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COUNTY OF TRAVIS I

2-45-8502

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 5th day of November, 1980.

NOTARY SEAL

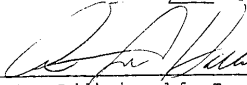

ANN D. HARRIS
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS I
 I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Joseph T. Waring, President of Joseph T. Waring Construction, 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 9th day of December, 1980.

NOTARY SEAL

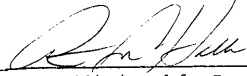

ANN D. HARRIS
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS I
 I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Will Percifull, President of W & J Percifull, 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 5th day of November, 1980.

NOTARY SEAL


ANN D. HARRIS
Notary Public in and for Travis County, Texas

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THE STATE OF TEXAS X
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COUNTY OF TRAVIS X

2-45-8503

BEFORE ME, the undersigned authority, on this day personally appeared Kathy Tillinghast, President of Tillinghast Builders, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 15th day of November, 1980.

NOTARY SEAL

Pat B. Cheatham
Notary Public in and for Travis County, Texas
Pat B. Cheatham

THE STATE OF TEXAS X
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COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Rogers D. Wilson, President of Forest Mesa Realty, 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 18 day of November, 1980.

NOTARY SEAL

Patricia B. King
Notary Public in and for Travis County, Texas
Patricia B. King

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Jimmy E. Dawson and wife, Paula Glen Dawson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of ~~November~~ December, 1980.

NOTARY SEAL

Pat B. Cheatham
Notary Public in and for Travis County, Texas
Pat B. Cheatham

THE STATE OF TEXAS I
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2-15-8504

BEFORE ME, the undersigned authority, on this day personally appeared Jerald Mankovsky and wife, Sherrie Mankovsky, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of December, 1980.

NOTARY SEAL, Pat B. Cheatham
Notary Public in and for Travis County, Texas
Pat B. Cheatham

THE STATE OF TEXAS I
I
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BEFORE ME, the undersigned authority, on this day personally appeared Reuben F. Pfennig and wife, Dorothy W. Pfennig, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of November, 1980.

NOTARY SEAL, Pat B. Cheatham
Notary Public in and for Travis County, Texas
Pat B. Cheatham

THE STATE OF TEXAS I
I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Joe Higgs, President of Joe Higgs Builder, 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 19th day of November, 1980.

NOTARY SEAL, Pat B. Cheatham
Notary Public in and for Travis County, Texas
Pat B. Cheatham

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THE STATE OF TEXAS I
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2-45-8505

BEFORE ME, the undersigned authority, on this day personally appeared Hugh Radney, President of Hugh Radney Builder, 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 18th day of November, 1980.

NOTARY SEA'
LYNNE D. HOWE
MY COMMISSION EXPIRES: 9/11/84
Lynne D. Howe
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared John Harry Pels, III, and wife, Patricia B. Pels, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of November, 1980.

NOTARY SEA'
Pat B. Cheatham
Notary Public in and for Travis County, Texas
Pat B. Cheatham

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Carter G. Naylor and wife Heidi Naylor, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of November, 1980.

NOTARY SEA'
Pat B. Cheatham
Notary Public in and for Travis County, Texas

FILED
DEC 15 9 22 AM '80
Louis Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

PAT B. CHEATHAM
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

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DEC 15 1980
Louis Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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