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DEC 23-80 2222 * 2.00

2-46-3276

DEC 23-80 7393 * 13.00

THE STATE OF TEXAS	X	RESTRICTIVE COVENANTS
	X	
COUNTY OF TRAVIS	X	THE OVERLOOK

This declaration of restrictions made this 21ST day of November, 1980, by OVERLOOK JOINT VENTURE, acting herein by and through the undersigned, hereinafter called "Developer", and Mary Frances Jervis Allen, Individually and as Executive of the Estate of Wilbur George Allen, Deceased, hereinafter called "Allen",

W I T N E S S E T H:

WHEREAS, Developer is the sole owner of Lots 1 through 13 and 15 through 31 and Allen is the sole owner of Lot 14 of THE OVERLOOK, a Subdivision in Travis County, Texas, as shown by the map or plat thereof of record in Book 80, Page 49-150 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 Lots 1 through 13 and Lots 15 through 31 of THE OVERLOOK, and Allen the sole owner of Lot 14 hereby declare that all lots in said subdivision shall be held, transferred, sold, and conveyed, subject to the following covenants, conditions, restrictions, reservations, and charges, except as limited hereinafter as to Lot 14, 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:

1. 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 THE OVERLOOK, a Subdivision in Travis County, Texas, as shown by the map or plat thereof of record in Book 80, Page 149-150 Plat Records of Travis County, Texas, to which plat and its record reference is here made.

2. Land Use and Building Types. No lot shall be used except for residential purposes. 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, except that a separate garage building, servant's quarters of one story, or a one-story guest house not to exceed 600 square feet of floor area will be permitted, provided that such structure of structures are attached to the main residence by a common wall or by a covered passageway. No building shall remain uncompleted for more than one year after construction has been commenced.

DEED RECORDS
Travis County, Texas

7239 925

3. Dwelling Size. Single-story dwellings erected on any lot shall have not less than 1,800 square feet of finished, heated living space. Dwellings containing more than one story shall have not less than 2,100 square feet of furnished, heated living space. The Architectural Control Committee may approve dwellings of lesser square footage if in its judgement the proposed dwelling is properly suited for the lot on which it is to be constructed.

4. Masonry. Each dwelling shall have not less than 50% 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.

5. Architectural Control Committee. The Architectural Control Committee shall be composed of three members. The initial Committee members shall be William T. Carson, Jack D. Holford, and Larry Lynn, who shall serve until their successors are designated as herein provided. In the event of the death or resignation of any member or members of the Committee, the remaining member or members of the Committee shall have full authority and discretion to designate a successor member or members. Such designation may be made in each instance by filing for record in the Travis County Deed Records an instrument so designating such new members. Such instrument shall be in the form of an addendum to this document.

Each lot owner shall submit to the Architectural Control Committee two (2) complete sets of plans and specifications, including but not limited to plot plans, together with the exterior color scheme. Such plans and specification, plot plan and color scheme shall be submitted to Overlook Joint Venture, 1405 W. 6th, Austin, Texas 78703, and the same shall be approved or rejected in writing by the Architectural Control Committee within fifteen (15) days from the receipt of the same and shall be approved in writing prior to construction being commenced.

No building, fence, 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, color, shape, height, material and the exact location of the 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; nor shall the topography of the Lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written consent of the Committee.

The Committee, in considering each set of plans and specifications and the plan showing the location of all improvements shall consider, among other things, the quality of design and materials and harmony of the design with existing structures and location with respect to topography and finish grade elevations and the effect which the proposed structure will have upon the view of the natural terrain and scenery from existing structures in the vicinity.

In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Architectural Control Committee shall fail either to approve or reject such plans and specifications for a period of fifteen (15) days following such submission, approval by the Architectural Control Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

In the event the Architectural Control Committee shall refuse to approve any plans and specifications for whatever reason, then the Owner of the lot requesting approval of such plans and specifications shall have the right to approach each of the other then Lot owners to secure written approval of such plans and specifications, provided, however, that before such

Lot owner shall commence the improvements, he shall have secured written approval of at least 75% of the then current Lot owners. The members of the Architectural Control Committee shall have no personal liability for refusing to approve any plans and specifications and any owner of a Lot waives his right to any cause of action for such refusal of approval for such plans and specifications.

6. Easement and Setbacks. Easements reserved and setback requirements are those set forth on the plan of record in Book _____, Page _____, Plat Records of Travis County, Texas. No fence, wall or hedge greater than four (4) feet in height shall be erected or placed forward of the front setback line as shown on the said plat.

7. 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 any annoyance to the neighborhood, or which is opposed to the purpose of these restrictions.

8. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. No building may be moved on to any lot.

9. Storage and Off-Street Parking. No boats, trucks, trailers or other vehicles shall be stored or kept for the purpose of repair on any lots or drives, except in enclosed garages or storage facilities protected from the view of the public or other residents of The Overlook.

No building material shall be placed or stored on any lot except during construction.

The owner of each lot shall provide off-street parking on such lot for all of the owner's vehicles owned which will be regularly parked at the owner's residence.

No separate storage shed, shack, or barn may be erected on any lot.

10. 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.

11. 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.

12. 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, or two other household pets.

13. 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.

14. 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.

15. City of Austin Requirements. All building foundations on slopes of 15% and over and on fill placed upon such slopes shall utilize design and construction practices certified by a registered professional engineer qualified in practice in this field and such designs shall be placed on file with City of Austin Engineering Department.

For a minimum travel distance of 25 feet from the roadway edge driveway grades may exceed 14% only with specific approval of surface and geometric design proposals by the Director of Engineering Department or his designee.

No fill on any lot shall exceed a maximum of four (4) feet in depth. Except for structural excavation, no cut on any lot shall be greater than four feet.

The restrictions of this agreement are derived from the City of Austin, Texas Ordinance No. 78105-C. In the event that said ordinance becomes less restrictive concerning building foundations, building sites and driveways this covenant shall be amended to follow such less restrictive ordinance, but in the event that such possible ordinance changes become more restrictive, the restrictions of this covenant shall remain in effect. The agreements of Paragraph 15 may be modified, amended or terminated only by a majority vote of a quorum of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and joined by the then owners of the 51% of the above described property at the time of such modification, amendment or termination.

16. 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 hereto at which time said covenants shall automatically be renewed 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. The covenants of Paragraph 15 shall remain in effect until modified, amended or terminated by the majority vote of a quorum of the members of the City Council of the City of Austin.

17. Enforcement. If the owner(s) of any lot, or their heirs, executors, administrators, successors, assigns, or tenants shall 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 The Overlook; 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 violater.

Furthermore, if any person, persons, corporation or entity of any other character shall violate or attempt to violate the agreement and covenant of Paragraph 15, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said persons or entity from violating or attempting to violate such agreement or covenant.

18. 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, reservation, 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.

19. 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.

20. Limitation of Applicability to Lot 14. Lot 14 of The OVERLOOK presently is improved with certain structures which are in violation of these restrictive covenants. Insofar as Lot 14 is concerned and only insofar, existing structures are exempted herefrom. These restrictive covenants shall, however, apply in all other respects to any future development or improvement of said Lot 14.

7239 929

EXECUTED this 21ST day of NOVEMBER, 1980.

THE OVERLOOK JOINT VENTURE
(NO SEAL)

2-46-3281

By: William T. Carson
William T. Carson

Mary Frances Jervis Allen
Mary Frances Jervis Allen,
Individually and as Executive
of the Estate of Wilbur George
Allen, Deceased

By: Jack D. Holford
Jack D. Holford

By: Larry Lynn
Larry Lynn

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared William T. Carson, Jack D. Holford, and Larry Lynn, 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, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of November, 1980.

NOTARY SEAL

Dawn M. Delavan
Notary Public in and for Travis County,
Texas DAWN M. DELAVAN
My Commission expires 07/11/84

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Mary Frances Jervis Allen, 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, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21ST day of November, 1980.

NOTARY SEAL

Marsha Goodnight
Notary Public in and for Travis County,
Texas
Marsha GOODNIGHT
My Commission expires 5-8-84

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FILED
Dec 23 10 05 AM '80
Louis Blum
CLERK

2-46-3282

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*Wayne
Blanning*

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Travis, Texas, on this 23rd day of December, 1980.



DEC 23 1980

Louis Blum
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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