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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PARKHILL SUBDIVISION

THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Parkhill Joint Venture, hereinafter called the Declarant, is the sole owner of all that certain real property located in Austin, Travis County, Texas, described as follows:

All of the lots in Parkhill Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 81, Pages 307-308 of the Plat Records, Travis County, Texas.

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. Owner. "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 detached family dwelling including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2. Properties. "Properties" shall mean and refer to the certain real property hereinbefore described.

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3. Lot. "Lot" shall mean and refer to that portion of any of the plats of land shown upon the plat and subdivision map recorded in Volume 81, Pages 307-308 of the Plat Records of Travis County, Texas, on which there is or will be built a single-family dwelling. The term "Lot" shall not include any reservations shown on the said map or plat.

ARTICLE TWO

ARCHITECTURAL CONTROL

1. Architectural Control Committee. An Architectural Control Committee shall be designated and composed of three (3) members appointed by the Parkhill Joint Venture. A copy of the plans and specifications and location plan shall be delivered to the Architectural Control Committee at the offices of Doerring & Associates, Inc., 1101 Capital of Texas Highway South, Building E, Suite 200, Austin, Texas 78746 or a location designated by Doerring and Associates, Inc. not less than fifteen (15) days prior to the date construction is commenced.

2. Approval of Plans and Specifications. No building, fence, wall or other structure shall be placed or altered on any lot until a copy of the construction plans and specifications, including exterior views, exterior materials and colors and elevation and a plan showing the location of the structure have been delivered to and approved by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures, topography and finished grade elevation. A copy of the construction plans and specifications and a plan showing the location of the structure, if approved, shall remain in the possession of said committee until this subdivision is built out in its entirety.

Care shall be given to protect existing trees and maintaining them during construction. Site plans shall be approved by the committee prior to clearing of lots and construction of houses.

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 unanimously approve or reject such plans and specifications for a period of fifteen (15) 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 3-06-7925
However, notwithstanding anything herein contained to the contrary,
no covenant, condition or restriction herein set forth may be adjusted
or waived without the unanimous written consent of the committee. The
Architectural Control Committee may grant deviations from the restric-
tions hereby set forth. Such approval shall require the affirmative
vote of two (2) of the members of the Architectural Control Committee
to be effective.

ARTICLE THREE

EXTERIOR MAINTENANCE

In the event an Owner of any lot shall fail to maintain the pre-
mises and the improvements situated thereon in a neat and orderly
manner, 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

1. Land Use and Building Type. All lots shall be used for resi-
dential purposes only, and no building shall be erected, altered,
placed or permitted to remain on any lot for other than residential
dwelling containing not more than one (1) unit, not to exceed two
stories in height, and provisions for at least two (2) enclosed, off
street parking places for each lot. All buildings shall be of recog-
nized standard construction, and no building shall remain uncompleted
for more than one (1) year after construction is commenced.

2. Minimum Floor Area. Any residential dwelling constructed on
said lots must have ground floor area of not less than 1900 square
feet for a single-story dwelling and 1300 square feet for multiple
story dwellings, exclusive of open or screened porches, terraces,
patios, driveways, and garages unless adjusted or waived by a majority
consent of the architectural Control Committee. In no event shall the
total for two (2) story structures be less than 1900 square feet.

3. Masonry. Not less than seventy percent (70%) of the exterior
wall area of the first floor of residential structures constructed on

lots in the subdivision shall be of masonry construction. In computing the area to be covered by masonry, door and window openings on a masonry wall shall be measured from the top of the slab to the top of standard door and window openings and shall not include the gable.

4. Roofs. Any residential dwelling constructed on said lots shall have one of the following types of roof coverings: composition or fiberglass shingles, wood shingles, or tile; however, no metal roofs shall be allowed. The color of said roof coverings shall be approved by the Architectural Control Committee.

5. Setbacks. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than shown on the plat recorded in Volume 81, Pages 307-308 of the Plat Records of Travis County, Texas, and no side yards at the front building setback line shall be less than seven and one-half (7 1/2) feet on each side unless adjusted or waived by the unanimous consent of the Architectural Control Committee. 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. All lots designated to have concrete forty-two (42) inch side walks as required by the City of Austin Engineering Department shall be at the builder's expense.

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. No radio or television antenna shall extend to a height more than thirty (30) feet above the ground.

7. Dogs Running at Large. Except when a dog is under the immediate personal supervision and command of its owner or handler, every dog shall be kept physically restrained from leaving the lot of the owner or handler of such a dog. Permitting the dog to leave the premises of its owner or handler while not under the personal supervision and command of said owner or handler is declared to be a nuisance.

8. Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence

either temporarily or permanently. The use of an outdoor ~~3-66-7927~~ storage shed must be so designed as to preclude visible and objectionable sighting from the front street side elevation.

9. 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.

10. Mineral Development Prohibited. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot.

11. 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 other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

12. 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.

13. 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. No chain link fences shall be permitted, and all fences shall be of wood and/or masonry construction approved by the Architectural Control Committee.

14. 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 lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb line at points twenty-five (25) feet from their intersection, or in the case of the rounded corner, from the intersection of the curb lines as extended. The same sight line limitations shall apply on any lot within ten (10) feet of the intersection of a street curb line 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 of more than six (6) feet above ground level. All plants, shrubs, grass, weeds, trees and plantings shall be trimmed and neat at all times.

15. Trucks, Buses, Trailers and Boats. No truck, bus, trailer or boat shall be left 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 truck, bus, boat, trailer or recreational vehicle shall be parked on the driveway or any portion of the lot in such a manner as to be visible from the street, other than pick-up trucks owned by occupants of dwellings within the subdivision.

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

17. Utility Services. All buildings constructed on any lot shall be connected to City of Austin utility services.

18. Adjustment or Waiver. Any adjustment or waiver of these covenants, conditions and restrictions by the Architectural Control Committee is for the purpose of alleviating any hardships and assisting in the orderly development of the subdivision.

ARTICLE FIVE

EASEMENTS

Reservation of Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume 81, Pages 307-308, of the Plat Records of Travis County, Texas. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use of 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. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No utility company, water district, political subdivision or other authorized entity using the easements herein referred shall be liable for 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.

ARTICLE SIX

GENERAL PROVISIONS

1. Enforcement. The Declarant or any Owner 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, and any violation of these covenants shall not affect the lien of any mortgage, deed of trust or other secured party.

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

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 may be amended

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during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners; during any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declaration may be amended during the last year of such ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners. No amendment shall be effective until recorded in the deed 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 the 6th day of JANUARY, 1983.

NO SEAL PARKHILL JOINT VENTURE

By DeWayne C. Garner
DeWayne C. Garner, Senior Vice President
Doerring & Associates, Inc.,
Managing Venture Partner

ATTEST:

Kirk J. Doerring
Kirk J. Doerring, Asst. Secretary
Doerring & Associates, Inc.

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6th day of January, 1983, by DeWayne C. Garner, Senior Vice President of Doerring & Associates, Inc., Managing Venture Partner of Parkhill Joint Venture.

NOTARY SEAL

Karen L. Bell
Notary Public in and for the
State of Texas

KAREN L. BELL
(Stamped or Printed Name of Notary

My Commission Expires: 8-18-84

After recording, please return to:
Julian Lockwood
McGinnis, Lochridge & Kilgore
900 Congress Avenue
Austin, Texas 78701

FILED

JAN 7 11 00 AM '83

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John S. ...
CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this Instrument was FILED on the
state 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 stamp hereon by me, on

JAN 7 1983



John S. ...
CLERK
TRAVIS COUNTY, TEXAS

NOTICE

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to tape
Julius Lockwood
Wm. Dennis Lockridge
900 Congress
Austin, TX 78701