

*Boal
7/2/83*

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CAT MOUNTAIN NORTH, SECTION II

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

THAT WHEREAS, Blankenship Developments, Inc., a Texas corporation, hereinafter called the Declarant, the owner of all that certain real property located in Travis County, Texas, described as follows:

Lots 1 through 13, Block E, Lots 26 through 35, Block H, and Lots 12 and 13, Block F, North Cat Mountain, Section II, Travis County, Texas, according to the major plat thereof recorded in Book 80, Pages 333-334, of the Plat Records of Travis County, Texas; and

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, or the fee simple title to any lot or portion of a lot on which there is or will be built a detached single 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 that certain real property hereinbefore described.

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 Book 78, Page 36 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 reserves shown on the said map or plat.

ARTICLE TWO

ARCHITECTURAL CONTROL

1. Approval of Plans and Specifications

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 or any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Declarant or assigns as to harmony of external design and location in relation to existing trees and topography of each lot.

2. Failure to Act

In the event that any plans and specifications are submitted to the Declarant as provided herein, and the Declarant shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Declarant shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE

EXTERIOR MAINTENANCE

Each Owner of any Lot shall maintain the premises and the improvements situated thereon in a neat and orderly manner and otherwise keep his Lot and all improvements thereon in conformity to its condition when new.

ARTICLE FOUR

USE RESTRICTIONS

1. Type of Buildings Permitted

All Lots shall be used for residential purposes only, and no building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling and a private enclosed garage for not less than two (2) automobiles. Construction is to be of new materials only, unless adjusted or waived by the written consent of the Declarant prior to construction.

2. Minimum Floor Area and Exterior Walls

Any single family dwelling constructed on said lots must have a heated living area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages, unless adjusted or waived by the written consent of the Declarant. The exterior walls on the ground floor of any residence and garage shall consist of not less than 75% masonry construction. No roofs of the dwellings in the subdivision shall be constructed of built-up gravel material or composition shingles of less than "Timberline" quality, unless adjusted or waived by the written consent of the Declarant prior to construction.

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3. Setbacks

No building shall be located on any Lot nearer to the front Lot line than 25 feet or nearer to the side street line than 15 feet and no side yards at the front building setback line shall be less than ten (10) feet on one side and five (5) feet on the other side unless adjusted or waived by the written consent of the Declarant. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as 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.

4. Easements

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any 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.

5. 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. Nor shall Lots be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other such material.

6. 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.

7. Signs and Antennas

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 Declarants 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. Each residence shall be limited to one television antenna not to exceed 30 feet in height. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any lot which may unreasonably interfere with the reception of television or radio signals on any other lot.

8. Gas Water Heater

Any single family dwelling constructed on said lots must have at least one (1) water heater heated by natural gas.

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

10. Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that two dogs, two cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

11. 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. Barbed wire, or "chain link" fences are prohibited along any Lot line within the subdivision.

12. Shrubs and Trees

No shrub or tree planting which obstructs sight lines at elevation between two and six feet above the roadway shall be planted on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curblines at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curblines and the edge of a driveway. 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 feet above ground level.

13. Trucks, Buses and Trailers

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 or residences are being built or repaired in the immediate vicinity, and no truck, bus, trailer or recreational vehicle shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. No abandoned automobile or automobile without a current inspection sticker or license plates shall be permitted to remain on any Lot or in front of any Lot.

14. Prohibited Activities

No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except for the construction and maintenance of any model homes or sales offices in connection with the initial construction and sale of houses in the subdivision.

15. Oil Development Prohibited

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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.

16. Adjustment or Waiver

Any adjustment or waiver of these covenants, conditions and restrictions by the Declarant 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 Book 78 at Page 36 of the Plat Records of Travis County, Texas. Right of use for 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.

ARTICLE SIX

GENERAL PROVISIONS

1. Enforcement

The Declarants, 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.

2. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, 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 Declarants or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended

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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 during the first twenty (20) year period by an instrument signed by not less than 90 percent 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 any such ten (10) year period by an instrument signed by not less than 75 percent 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 13TH day of April, 19 83.

ATTEST:

NO SEAL

Steve Blankenship
Steve Blankenship, Treasurer

Terry Blankenship V.
Terry Blankenship V. President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

INDEXED

BEFORE ME, the undersigned authority, on this day personally appeared Steve Blankenship and Terry Blankenship, 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 purpose and consideration therein expressed as the act and deed of Blankenship Developments, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of April, 19 83.

NOTARY SEAL

Marie Leibelberger
Notary Public, Travis County, Texas

7113 Burnet Rd. Suite 212
Austin, Texas 78737

BLANKENSHIP
Developments, Inc.
TERRY BLANKENSHIP

STATE OF TEXAS
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 shown thereon by me, on



APR 14 1983
Marie Leibelberger
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
APR 14 10 48 AM '83
Marie Leibelberger
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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