

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VISTA NORTH, SECTION ONE

15.00

del 30-84 HC CAB 2489 15-  
3-81-0535

THE STATE OF TEXAS

KNOW ALL THESE MEN BY THESE PRESENTS:

THAT WHEREAS, Nash Phillips/Copus, Inc. as represented by Edward F. Hamel and Steven L. Ramsey, hereinafter call the Declarants, are owners of all that certain real property located in Travis County, Texas, described as follows:

Vista North, Section One, a subdivision in Travis County, Texas, according to the plat thereof recorded in Book 84, Pages 11B - 11C of the Plat Records of Travis County, Texas; and

WHEREAS, the Declarants 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 may 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

"Property" or "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 property, according to the plat thereof, on which there is or may be built a detached single family dwelling. The term "Lot" shall not include the dedicated public streets or dedicated public parkland as shown on said 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 alteration therein be made, nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to, and approved in writing by, the Declarants 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 Declarants as provided herein, and the Declarants for a period of thirty (30) days following such

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submission, approval by the Declarants 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. Single Family Residential Use

Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use.

###### 2. Type of Buildings Permitted

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 Declarants prior to construction. 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.

###### 3. 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 written consent of the Declarants. 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 on the property shall be constructed of built-up gravel, metal or asbestos material or composition shingles of less than "Timberline" quality, unless adjusted or waived by the written consent of the Declarants prior to construction.

###### 4. Building Height

Any structures located on any Lot shall not exceed two (2) stories in height above the ground level measured at the front set back line for each Lot.

###### 5. 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 written consent of the Declarants. For the purpose of this covenant, eaves, steps, and open porches shall not be construed 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.

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6. Time for Construction

All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction shall be completed not later than one (1) year following the commencement of construction. For the purpose hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

7. No Window Units

No window air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties. Wall type air conditioners may be installed on the Properties provided they are not visible from any street in the Subdivision.

8. Elevated Tanks

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No portion of any exterior tank or other receptacle shall be above ground.

9. 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.

10. 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 noxious odors, dust, gas, fumes or other such material.

11. 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, the 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. No antenna or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation which is visible from the exterior of the residence shall be erected, used or maintained on any Lot. 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.

12. Wires and Lines

No lines, wires or devices for the communication or transmission of electric current, cable television or telephone shall be erected, placed or maintained upon any Lot unless the same shall be contained in conduit or cable installed and maintained underground or concealed in, under or on buildings; provided, however, that this section shall not forbid the erection or use of temporary power or telephone lines incidental to the construction of buildings upon a Lot.

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### 13. Garbage and Refuse Storage and Disposal

All lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris or other waste matter of any kind shall be burned on any Lot.

### 14. Animals

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

### 15. 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. Fences must be constructed of ornamental iron, wood or masonry construction.

### 16. Shrubs and Trees

No shrub or tree planting which obstructs sight line at elevations 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 curbline 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 line limitations shall apply on any Lot within ten feet of the intersection of a street curbline 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 the ground.

### 17. 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.

### 18. 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.

### 19. Oil and Mining Operations Prohibited

No oil welling drilling, oil development operations oil refining, quarrying, or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on the Property. No derrick or other structure designed for use in boring for oil, natural gas, or other mineral shall be erected, maintained or permitted on the Property.

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20. Lot Maintenance

The owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of any incinerator and then only such hours as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or suitable enclosure to screen the following from public view; the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of Owner or occupancy of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon tender thereof.

21. Declarants Exemption

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant of any structures or other improvements necessary or convenient to the development, sale, operation or other disposition of the Properties.

22. Resubdivisions

No Lot within this Subdivision shall be further subdivided or separated into smaller parcels by any Owner, and not less than all such Lots shall be conveyed or transferred by any Owner.

23. Adjustment or Waiver

Any adjustment or waiver of these covenants, conditions and restrictions by the Declarants is for the purpose of alleviating any hardships and assisting in the orderly development of the subdivision.

ARTICLE FIVE

EASEMENTS

Reservations of Easements

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the Property.. 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

SIDEWALKS

Prior to completion of construction of a single family residence on any Lot in the subdivision, a sidewalk in accordance with the City of Austin specifications and on the location required by the recorded subdivision plat must be constructed on that Lot.

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ARTICLE SEVEN  
GENERAL PROVISIONS

1. Enforcement

The Declarants, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, 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 right to do so thereafter.

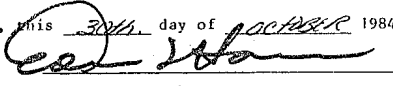
2. Severability

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

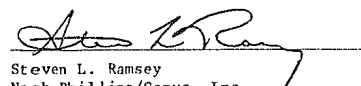
The covenants, conditions and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarants or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended 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 a successive period 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 by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Deed of 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 Declarants, this 30th day of OCTOBER, 1984.



Edward F. Hamel  
Nash Phillips/Copus, Inc.

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Steven L. Ramsey  
Nash Phillips/Copus, Inc.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on OCTOBER 30, 1984.  
Edward F. Hamel.

NOTARY SEAL

My commission expires:  
6-20-88


  
Notary Public - State of Texas  
DONNA R. BENNETT

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on OCTOBER 30, 1984.  
Steven L. Ramsey.

NOTARY SEAL

My commission expires:  
6-20-88

  
Notary Public - State of Texas  
DONNA R. BENNETT

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MICHAEL E BUCHANAN  
6700 LA CAUSA  
AUSTIN TX 78752

FILED  
OCT 30 3 02 PM '84  
*Doris Agapoulos*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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 stamp hereon by me, on

OCT. 30 1984



*Doris Agapoulos*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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