

Balcones Village Subdivision

Deed Records, Volume 3328, Pages 458 - 463

THE STATE OF TEXAS |

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS |

That, Fairway Estates, Incorporated, owner of all of the lots in BALCONES VILLAGE, a subdivision in Travis County, Texas, as shown by plat thereof recorded in Book 35, Page 1 of the Plat Records of Travis County, Texas, does hereby impress all of the property included in said subdivision with the following restrictions, covenants, conditions and uses:

1. DESIGNATION OF USE. All lots as shown on the plat of said subdivision shall be used for single family residential purposes with not more than one residence on any lot. No trade, profession, business or commercial purpose of any kind shall be carried on, within or on any of said lots, nor shall anything be done thereon which may create or become an annoyance or a nuisance to the neighborhood, nor shall storage tanks containing inflammable fluids or gases be maintained above the surface of the ground.
2. RETENTION OF EASEMENTS. Easements are reserved as indicated on the recorded plat for utility installation and maintenance.
3. TEMPORARY STRUCTURES AND GARAGE APARTMENTS. No tent, shack, mobile home, house trailer, garage apartment or other outbuilding shall be placed, erected or permitted to remain on any of said lots nor shall any structure of any temporary character be used at any time as a residence thereon.
4. SIZE AND CONSTRUCTION OF DWELLINGS, SEPARATE GARAGES AND GUEST HOUSES. All dwellings shall be of recognized standard construction with outer walls of at least seventy-five percent (75%) by area composed of masonry. The dwelling, if one story, erected on any plot shall cover not less than sixteen hundred (1,600) square feet of floor area of which not less than fourteen hundred (1,400) square feet shall be in the house proper, exclusive of garage and porches; if the dwelling is one and one-half stories, not less than twelve hundred (1,200) square feet in the house proper, exclusive of garage and porches, and if full two stories, not less than one thousand (1,000) square feet of floor area in the house proper, exclusive of garage and porches. A separate garage building, servants quarters of one story or a one story guest house not to

exceed six hundred (600) square feet of floor area will be permitted provided that such structure or structures be attached to the main residence by common wall or by a covered passage way, and the outer walls of such structure be the same construction and percentage by area of masonry as the main dwelling; provided that the main dwelling be substantially completed prior to erection of such structure and provided further that all other restrictions, covenants, conditions and uses herein are complied with. Ornamental structures, fences and walls are permitted subject to approval in writing of the developer or in the alternative by the architectural committee referred to under Paragraph No. 7.

5. MINIMUM PLOT SIZE. No structure shall be erected or placed on any plot which plot has an average width of less than eighty (80) feet, nor shall any plot be re-subdivided into plots facing a side-street, or into plots any one of which shall have a width of less than eighty (80) feet at the front property line. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having contiguous frontage and an average width of not less than eighty (80) feet. Notwithstanding the foregoing, any plot as now subdivided and delineated on the plat of said subdivision shall be considered a plot.
6. SET-BACK, FRONT LINE AND REAR LINE. No structure shall be located or erected on any lot nearer to the front plot line than as indicated by the "building line" shown on the recorded plat of said subdivision, nor nearer than five (5) feet to any side plot line except that the total combined set-back from both sides shall in no event be less than fifteen (15) feet nor nearer than twenty (20) feet to the rear plot line unless first approved by the architectural committee.

No permanent fence, wall or hedge shall be maintained forward of the front wall line of the respective dwelling except retaining walls of not over six (6) inches above lot grade.

No radio or television or guy wires shall be maintained on any portion of any lot forward of the front wall line of the respective dwelling.

7. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the subdivision as a residential area of high standards, the developer or in the alternative an architectural committee, composed of James H. McCullick, W. B. Cotton and Alfred Lehtonen, reserves the right to regulate and control the dwellings or structures or other improvements placed on each lot. No dwelling, wall, fence or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved in writing by the developer or the architectural committee or by an appointee of the architectural committee. Refusal of approval of the plans and specifications by the developer or by the architectural committee

may be based on any ground including purely aesthetic grounds which in the sole and uncontrolled discretion of the developer or architectural committee shall seem sufficient. No alterations in the exterior appearance of any dwelling or structure shall be made without like approval. No dwelling or other structure shall remain unfinished for more than one (1) year after the same has been commenced.

8. ANIMALS. No animals, livestock or poultry shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
9. CLEANLINESS. No trash, ashes or any other refuse may be thrown or dumped on any vacant lot, park or drainage area in said subdivision.
10. SEWAGE. No dwelling in this subdivision shall be serviced other than by a public utility sanitary sewage system or a septic tank of not less than five hundred (500) gallon capacity with connecting drain field having not less than one hundred fifty (150) feet of lateral lines and the construction and installation thereof meeting the approval of the City/County Health Department.
11. GENERAL PROVISIONS. These provisions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring property in BALCONES VILLAGE whether by descent, devise, purchase or otherwise and every person by the acceptance of title to any lot in this subdivision shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which shall be binding until January 1, 1987. On and after January 1, 1987, said restrictions, conditions, covenants and uses shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by a vote of three-fourths (3/4) majority of the then owners of the lots in BALCONES VILLAGE, each lot or plot to admit of one (1) vote.
12. PENALTY PROVISIONS. If any person or persons shall violate or attempt to violate any of the above restrictions, conditions, covenants and uses, it shall be lawful for any other person or persons owning any of the lots in BALCONES VILLAGE to prosecute proceedings in law or in equity against the person or persons violating or attempting such violation to prevent him or them from so doing, or to recover damages for such violation. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the endorsement of any such covenants, conditions, restrictions and uses.

Invalidation of any one or part of these conditions, restrictions, covenants and uses by judgment or Court Order shall in no wise affect any of the others which shall remain in full force and effect.

EXECUTED this the 24th day of July, 1967.

FAIRWAY ESTATES, INCORPORATED

By William B. Cotton, President

ATTEST:

Alfred Lehtonen, Secretary

NOTARY ACKNOWLEDGMENT