

## Balcones Village Subdivision, Section 11

Deed Records, Volume 557, Pages 496 - 501

THE STATE OF TEXAS

|  
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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That, FAIRWAY ESTATES, INC., owner of all of the lots in BALCONES VILLAGE, SECTION XI, a subdivision in Williamson County, Texas, as shown by plat thereof recorded in Book 7, Page 32, of the Plat Records of Williamson 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 plots as shown on the plot of said subdivision shall be used for single family residential purposes with not more than one residence on any plot. No trade, profession, business or commercial purpose of any kind shall be carried on, within or on any of said plots, 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 plots, nor shall any structure of any temporary character be used at any time as a residence thereon.
4. SIZE AND CONSTRUCTION OF DWELLINGS, 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 passageway, and the outer walls of such structure be the same construction and percentage by area of masonry as the main dwelling, provided that all such garages shall not front or have the automobile passage opening face the front of the plot and the main dwelling be substantially completed prior to erection of such structures, and provided further that all other restrictions, covenants, conditions and uses herein are complied with.

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 resubdivided into plots, anyone 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 plot 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 thirty-five (35) feet to the rear plot line unless first approved by the architectural committee.
7. ORNAMENTAL STRUCTURES, FENCES, WALLS AND APPURTENANCES. No wire type fence of any description shall be permitted to be erected or maintained on any plot, nor shall any fence, wall or hedge be maintained forward of the front wall line of the respective dwelling except retaining walls of not over six (6) inches above plot grade.

Ornamental structures, fences and walls are permitted subject to approval in writing of the architectural committee referred to under Paragraph No. 8.

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

8. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the subdivision as a residential area of high standards, an architectural committee composed of James H. McCullick, W. B. Cotton and Ras Redwine reserves the right to regulate and control the dwellings or structures or other improvements placed on each plot. No dwelling,

wall, fence or other structure shall be placed upon such plot until the plan therefor and the plat plan has 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 architectural committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the architectural committee shall seem sufficient. No alterations in the exterior appearance of any dwelling or structure shall remain unfinished for more than one (1) year after the same has been commenced.

9. 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 purposes.
10. CLEANLINESS. No trash, ashes or any other refuse may be thrown or dumped on any vacant plot, park or drainage area in said subdivision.
11. SEWAGE. No dwelling in this subdivision shall be serviced other than by a public utility sanitary 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.
12. 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, SECTION XI, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any plot 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 succession 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 plots in BALCONES VILLAGE, SECTION XI, each plot to admit of one (1) vote.
13. 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 plots in BALCONES VILLAGE, SECTION XI, 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 30th day of October, 1972.

FAIRWAY ESTATES, INC.

By William B. Cotton, President

ATTEST:

Ras Redwine, Secretary

NOTARY ACKNOWLEDGMENT

Official Public Records 2004028805

STATE OF TEXAS	§	AMENDMENT TO
	§	DECLARATION OF RESTRICTIONS,
COUNTY OF WILLIAMSON	§	COVENANTS, CONDITIONS AND USES

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed of record in the public records: Your social security number or your driver's license number. Tex. Prop. Code § 11.008

This Amendment to Declaration of Restrictions, Covenants, Conditions and Uses (this "**Amendment**") is made this 12<sup>th</sup> day of April 2004 by the owners of **Balcones**

**Village Subdivision, Section 11 (the “Subdivision”)**, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Volume 7, page 32 of the Plat Records of Williamson County, Texas (“**Declarants**”).

## R E C I T A L S

- A. The undersigned Declarants are the owners of all of the lots in the Subdivision, and by their execution hereof, represent to each other and to the public that they are the owners of the lot indicated, and that they have the capacity to execute this Amendment.
- B. On or about October 30, 1972, the developer of the Subdivision filed of record in Williamson County, Texas certain restrictions, covenants and conditions (the “CCR’s”) against the lots in the Subdivision. The CCR’s are recorded in Volume 557, Pages 496-501 of the Deed Records of Williamson County, Texas.
- C. Pursuant to Paragraph 12 of the CCR’s, they may be amended with the consent of seventy-five percent (75%) of the owners of the lots in the Subdivision. The Declarants now wish to amend the CCR’s as set out herein. The Architectural Control Committee of the Subdivision has executed this Amendment solely to document its acknowledgement of the agreements contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Declarants hereby amend the CCR’s as follows:

- 1. All capitalized terms used herein shall have the same meanings as defined in the CCR’s, unless otherwise defined herein.
- 2. Paragraph 4 of the CCR’s is hereby amended to add the following at the end of the original Paragraph 4:

“Likewise, one permanent work shop, storage building, greenhouse or the like shall be permitted, provided that the walls of such structure shall be of wood or steel frame construction and the outside walls shall be constructed of wood or stone siding and glass. The building must be painted to match the color scheme of the main residence, and the roof of the building must be made of asphalt shingles and must match the roof of the main residence. Under no circumstances shall a temporary or pre-fabricated building be allowable under this section.”

- 3. The following Paragraph 14 is added to the CCR’s as the last paragraph prior to the Date of execution:

**“14. WAIVER. The Architectural Control Committee may, by unanimous vote, waive any provision of these restrictions, covenants, conditions and uses, except the covenant contained in Paragraph 1 restricting the use of all lots to single family residential purposes.”**

4. Nothing herein shall be construed as altering, amending or affecting the CCR's or any terms or provisions thereof except as the same are hereby expressly amended, and all of such other terms and provisions of the CCR's shall apply to and be construed with the hereby amended terms and provisions in the same manner as if the CCR's originally contained such amended terms and provisions.
5. The parties hereby adopt, ratify and confirm the CCR's as amended and modified herein.
6. This Amendment shall be binding upon the successors and assigns of the parties hereto.

*The remainder of this page is intentionally left blank.*

EXECUTED as of the day and year first above written.

DECLARANTS

**12001 Mossbrook Cove**

**Charles Shurtleff**

**Shirley R. Shurtleff**

**12002 Mossbrook Cove**

**John Marshall**

**Sue (Susan) Marshall**

**12003 Mossbrook Cove**

**Louise Partin**

**12004 Mossbrook Cove**

**Mary M. Gudinas**

**12005 Mossbrook Cove**

**Lawrence S. Glass**

**Jane M. Glass**

**12006 Mossbrook Cove**

**Tom Hasse**

**Rhonda Hasse**

**12007 Mossbrook Cove**

**Robert McDonald**

**Catherine C. McDonald**

**9119 Balcones Club Drive**

**Larry D. Damuth**

**Carey Damuth**

ACKNOWLEDGEMENT OF BALCONES VILLAGE SECTION XI  
ARCHITECTURAL CONTROL COMMITTEE:

The Balcones Village Section XI Architectural Control Committee hereby acknowledges the terms of this Amendment.

By: Stephen M. Dodge  
Chairman

NOTARY ACKNOWLEDGMENT